

**Town and County of Nantucket**  
**Board of Selectmen • County Commissioners**

James R. Kelly, Chairman  
Rick Atherton  
Robert R. DeCosta  
Matt Fee  
Dawn E. Hill Holdgate



16 Broad Street  
Nantucket, Massachusetts 02554

Telephone (508) 228-7255  
Facsimile (508) 228-7272  
[www.nantucket-ma.gov](http://www.nantucket-ma.gov)

C. Elizabeth Gibson  
Town & County Manager

**AGENDA FOR THE MEETING OF THE  
BOARD OF SELECTMEN  
OCTOBER 5, 2016 - 6:00 PM  
PUBLIC SAFETY FACILITY COMMUNITY ROOM  
4 FAIRGROUNDS ROAD  
NANTUCKET, MASSACHUSETTS**

**I. CALL TO ORDER**

**II. BOARD ACCEPTANCE OF AGENDA**

**III. ANNOUNCEMENTS**

1. The Board of Selectmen Meeting is Being Video/Audio Recorded.
2. October 17, 2016 Special Town Meeting Starts Monday, October 17, 2016 at 6:00 PM at Nantucket High School Auditorium, 10 Surfside Road; Special Voter Registration Deadline is Friday, October 7, 2016 at 8:00 PM.
3. Town Clerk: Voter Registration Deadline for November 8, 2016 State Election is Wednesday, October 19, 2016 at 8:00 PM.
4. Town Clerk: Early Voting for the 2016 State Election will Occur at the Town Building, 16 Broad Street from Monday, October 24, 2016 to Thursday, November 3, 2016 from 8:30 AM to 3:30 PM and Friday, November 4, 2016 from 8:30 PM to 4:00 PM. Early Voting by Mail Ends November 4, 2016 at Noon. The Central Tabulation Facility will be at the Nantucket High School, 10 Surfside Road on Tuesday, November 8, 2016 from 8:00 AM to 8:00 PM.
5. 2017 Annual Town Meeting Warrant is Open for Citizen Warrant Article Submittals through November 21, 2016 at 4:00 PM.

**IV. PUBLIC COMMENT\***

**V. NEW BUSINESS\***

**VI. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS**

1. Approval of Minutes of January 13, 2016 at 6:00 PM; September 28, 2016 at 6:00 PM.
2. Approval of Payroll Warrants for Week Ending October 2, 2016.

3. Approval of Treasury Warrants for October 5, 2016.

4. Approval of Pending Contracts for October 5, 2016.

***VII. CONSENT ITEMS***

1. Gift Acceptance: Natural Resources Department; Our Island Home.

***VIII. CITIZEN/DEPARTMENTAL REQUESTS***

1. Nantucket Preservation Trust: Request for Preliminary Review of Preservation Restriction to be Held by Nantucket Preservation Trust for Hospital Thrift Shop at 17 India Street.

***IX. TOWN MANAGER'S REPORT***

1. Review/Request for Approval of "Findings of Violation and Order for Compliance on Consent" Document with Environmental Protection Agency in Connection with Sewage Discharge Violation in June, 2016.

2. Update Regarding Richmond Development Sewer Dedication Agreement.

3. Review Proposed Scheduling for Town-sponsored 2017 Fourth of July Activities (Fireworks, Main Street).

4. Review of Preliminary Potential 2017 Annual Town Meeting Warrant Articles.

5. Review of December 6, 2016 Draft Special Town Election Ballot Questions.

***X. SELECTMEN'S REPORTS/COMMENT***

1. Review/Action to Amend Memorandum of Agreement between Town and Nantucket Planning and Economic Development Commission to Remove Public Health from PLUS (Planning and Land Use Services).

2. Discussion/Action Regarding Sewer Funding Policy (from September 14, 2016 Meeting).

3. Committee Reports.

***XI. PUBLIC HEARINGS***

1. Public Hearing to Consider the Appeal of Lisa Bouchard and Michael Pearson of Historic District Commission (HDC) Approval of Certificate of Appropriateness (COA) No. 66258, with Regard to the Property Location of 24 Hawthorne Lane, Nantucket, Map 56, Parcel 242.

***XII. ADJOURNMENT***

***\* Identified on Agenda Protocol Sheet***

**Board of Selectmen Agenda Protocol:**

- **Roberts Rules:** *The Board of Selectmen follows Roberts Rules of Order to govern its meetings as per the Town Code and Charter.*
- **Public Comment:** *For bringing matters of public interest to the attention of the Board. The Board welcomes concise statements on matters that are within the purview of the Board of Selectmen. At the Board's discretion, matters raised under Public Comment may be directed to Town Administration or may be placed on a future agenda, allowing all viewpoints to be represented before the Board takes action. Except in emergencies, the Board will not normally take any other action on Public Comment. Any personal remarks or interrogation or any matter that appears on the regular agenda are not appropriate for Public Comment.*

*Public Comment is not to be used to present charges or complaints against any specifically named individual, public or private; instead, all such charges or complaints should be presented in writing to the Town Manager who can then give notice and an opportunity to be heard to the named individual as per MGL Ch. 39, s 23B.*

- **New Business:** *For topics not reasonably anticipated 48 hours in advance of the meeting.*
- **Public Participation:** *The Board welcomes valuable input from the public at appropriate times during the meeting with recognition by the Chair. For appropriate agenda items, the Chair will introduce the item and take public input. Individual Selectmen may have questions on the clarity of information presented. The Board will hear any staff input and then deliberate on a course of action.*
- **Selectmen Report and Comment:** *Individual Selectmen may have matters to bring to the attention of the Board. If the matter contemplates action by the Board, Selectmen will consult with the Chair and/or Town Manager in advance and provide any needed information by the Thursday before the meeting. Otherwise, except in emergencies, the Board will not normally take action on Selectmen Comment.*

**EXHIBIT 1**  
**AGREEMENTS TO BE EXECUTED BY TOWN MANAGER**  
**UNLESS RESOLUTION OF DISAPPROVAL BY BOARD OF SELECTMEN**  
**October 5, 2016**

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding
Professional Services Agreement	Various Town Departments	Don Allen Auto Service, Inc.	\$150,000 over 3 years	3 year contract for warranty repairs, general repairs and parts	Various Town Departments
Purchase Agreement	PLUS	Central Dodge, Inc.	\$41,152	Purchase of two (2) 2017 Jeep Liberties	PLUS Budget
Purchase Agreement	Fire Dept.	Greenwood Emergency Vehicles	\$246,646	Purchase of new ambulance	Ambulance Reserve Fund
Lease Agreement	Town Administration	Sandbar, LLC d/b/a Sandbar at Jetties Beach	2017: \$120,000 + 5.0% over \$1m 2018: \$126,000 + 5.0% over \$1m 2019: \$132,300 + 6.0% over \$1m 2020: \$138,915 + 6.0% over \$1m 2021: \$145,860 + 6.0% over \$1m  TOTAL: \$663,075 + avg 5.6%	Five-year lease (2017 - 2021) for the Jetties Beach Concession	n/a (funds received into General Fund)

# MEMO

Town of Nantucket

TO: L. Gibson, Town Manager  
FROM: G. Tivnan, Assistant Town Manager  
CC: A. Baxter, D. Hill Holdgate, M. Murphy, R. Santamaria  
DATE: September 30, 2016  
RE: Jetties Concession and Retail Shop RFP Award

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On August 25, 2016 the Town posted a Request for Proposals for a 5-year lease for the Jetties Beach Concession and Retail operations in accordance with Ch30B of Massachusetts General Law. This was the second posting for this lease. The posting included the RFP with a complete Scope of Services as well as the Comparative Criteria with which each proposal would be graded. The posting closed at 2:00 PM on Friday, September 23, 2016. The posting generated 21 inquiries online and 6 actual submissions. Three of the six proposals were disqualified per the requirements of Ch30B. The three remaining proposals included Jetties Beach Inc. d/b/a Jetties Beach Bar and Restaurant; Sandbar, LLC d/b/a Sandbar at Jetties Beach; and Cherry Pie Hospitality d/b/a Starfish at the Jetties.

Each Review Committee Member received the proposals and a Comparative Criteria Review Sheet for review on Monday, September 26, 2016. The Review Committee consisted of Selectperson Hill Holdgate, Amy Baxter (Licensing Administrator), Melissa Murphy (Director of Culture and Tourism), and Roberto Santamaria (Public Health Officer). The Committee met on Thursday, September 28 to review the proposals. The Committee graded Sandbar, LLC d/b/a Sandbar at Jetties Beach highest in all comparative criteria. Sandbar, LLC d/b/a Sandbar at Jetties Beach's Price Proposal exceeds the minimum requirement set by the Board of Selectmen.

Per the requirements of Ch32B and a fair and competitive bid process, the Review Committee recommends the lease be awarded to Sandbar, LLC d/b/a Sandbar at Jetties Beach.

***from the desk of . . .***

Gregg Tivnan  
Assistant Town Manager  
16 Broad Street  
Nantucket, MA 02554  
508-228-7255 • 508-228-7272 (fax)  
gtivnan@nantucket-ma.gov

## Minimum and Comparative Criteria – RFP Jetties Concession and Retail Shop

Reviewer: GROUP FINAL RESULT  
Date: September 29, 2016

	BIDDER 1	BIDDER 2	BIDDER 3	BIDDER 4	BIDDER 5	BIDDER 6
<b>MINIMUM REQUIREMENTS</b>	Sandbar, LLC d/b/a Sandbar at Jetties Beach	Cherry Pie Hospitality d/b/a Starfish at the Jetties	Jetties Beach Inc. d/b/a Jetties Beach Bar and Restaurant	Hither Creek Disqualified: Price proposal mentioned in Technical Proposal	Keane Restaurant Group Disqualified: Not separate sealed bids	B2 Restaurant Group Disqualified: Tech and Price in same envelope. One copy.
Proposer has identified a <b>Plan of Services</b> .	<input checked="" type="checkbox"/> YES    NO	<input checked="" type="checkbox"/> YES    NO	<input checked="" type="checkbox"/> YES    NO	YES — NO	YES — NO	YES — NO
Proposer has demonstrated proof of <b>Financial Stability</b> .	<input checked="" type="checkbox"/> YES    NO	<input checked="" type="checkbox"/> YES    NO	<input checked="" type="checkbox"/> YES    NO	YES — NO	YES — NO	YES — NO
Proposer has provided proof that the business as currently constituted has <b>Concessions/Restaurant Experience</b> or <b>Worked on Nantucket</b> for more than five (5) years or has had more than three (3) <b>Municipal Clients</b> in the concessions business in the past five years	<input checked="" type="checkbox"/> YES    NO	<input checked="" type="checkbox"/> YES    NO	<input checked="" type="checkbox"/> YES    NO	YES — NO	YES — NO	YES — NO
Proposer has included a <b>List of References</b> .	<input checked="" type="checkbox"/> YES    NO	<input checked="" type="checkbox"/> YES    NO	<input checked="" type="checkbox"/> YES    NO	YES — NO	YES — NO	YES — NO
Applicant has included the <b>Certificate of Non Collusion Form</b> .	<input checked="" type="checkbox"/> YES    NO	<input checked="" type="checkbox"/> YES    NO	<input checked="" type="checkbox"/> YES    NO	YES — NO	YES — NO	YES — NO
Applicant has included the <b>Tax Compliance Form</b> .	<input checked="" type="checkbox"/> YES    NO	<input checked="" type="checkbox"/> YES    NO	<input checked="" type="checkbox"/> YES    NO	YES — NO	YES — NO	YES — NO
Proposer has <b>Evidence of Insurance</b> per requirements.	<input checked="" type="checkbox"/> YES    NO	<input checked="" type="checkbox"/> YES    NO	<input checked="" type="checkbox"/> YES    NO	YES — NO	YES — NO	YES — NO
<b>BIDDER MEETS ALL MINIMUM REQUIREMENTS:</b>	<input checked="" type="checkbox"/> YES    NO	<input checked="" type="checkbox"/> YES    NO	<input checked="" type="checkbox"/> YES    NO	YES <input checked="" type="checkbox"/> NO	YES <input checked="" type="checkbox"/> NO	YES <input checked="" type="checkbox"/> NO

## Minimum and Comparative Criteria – RFP Jetties Concession and Retail Shop

Reviewer: GROUP FINAL RESULT  
Date: September 29, 2016

COMPARATIVE CRITERIA	Sandbar at Jetties Beach	Starfish at the Jetties	Jetties Beach Bar and Restaurant
<p><b>Quality Control:</b></p> <p><b>HA (3)</b> – Proposal demonstrates superior quality control and availability of resources and staff to perform the services requested.</p> <p><b>A (2)</b> – Proposal demonstrates excellent quality control and some availability of resources and staff to perform the services requested.</p> <p><b>NA (1)</b>– Proposal demonstrates adequate quality control, limited availability of resources and staff to perform the services requested.</p>	<ul style="list-style-type: none"> <li>- No experience with own business but proposal so descriptive and detailed they “get it”; understand what it takes; front line workers with business experience in successful island businesses (Nautilus; Cru)</li> <li>- Bid specifically cites importance of QC and resources; understand the importance.</li> <li>- Understand working on ACK; even mention Jeff Carlson, birds and community events</li> <li>- All worked many years on ACK and can assemble team; understands demands of seasonal staffing</li> <li>- “Get it” from the “pre-ordering to community involvement</li> </ul> <p style="text-align: center;"><b>HA – 3 points</b></p>	<ul style="list-style-type: none"> <li>- Bid was good but out of touch with MA laws (“happy hours”) and with ACK specifically</li> <li>- Must have QC abilities based on businesses around the country but not demonstrated in the proposal, nor translated to ACK/seasonal island</li> <li>- Nothing in the bid @ Quality Control specifically</li> <li>- No mention of the seasonality or the staffing challenges; rotating the executive staff is not positive Quality Control (Nixs as an example)</li> </ul> <p style="text-align: center;"><b>NA-A – 1.5 points</b></p>	<ul style="list-style-type: none"> <li>- Proposal was just ok but lots was left to rely on what we know about current business operation; not detailed or descriptive</li> <li>- Proposal touches on everything from staffing to services provided</li> <li>- Business is proven on ACK</li> <li>- Consistent product (not conveyed in proposal but known from experience)</li> <li>- Good job keeping Jetties “local” and “rustic”</li> <li>- Good job with alcohol QC to keep it from becoming a “drinking hangout” (known, not conveyed in proposal)</li> </ul> <p style="text-align: center;"><b>HA – 3 points</b></p>

## Minimum and Comparative Criteria – RFP Jetties Concession and Retail Shop

Reviewer: GROUP FINAL RESULT  
 Date: September 29, 2016

COMPARATIVE CRITERIA	Sandbar at Jetties Beach	Starfish at the Jetties	Jetties Beach Bar and Restaurant
<p><b>Experience with Concessions, Municipalities or on Nantucket:</b></p> <p><b>HA (3)</b> – Proposer has Concessions/Restaurant experience or worked on Nantucket for more than five (5) years or has had more than three (3) municipal clients in the concessions business in the past five years.</p> <p><b>A (2)</b> -- Proposer has Concessions/Restaurant experience or worked on Nantucket for more than three (3) year but less than five (5) years or has had between one (1) and three (3) municipal clients in the concessions business in the past five years.</p> <p><b>NA (1)</b> -- Proposer has Concessions/Restaurant experience or has worked on Nantucket for less than three (3) years or has had no municipal clients in the concessions business in the past five years.</p>	<ul style="list-style-type: none"> <li>- Impressed with thoroughness, detail and thoughtfulness of proposal; hitting on many aspects of BOS desired changes and ACK</li> <li>- Not business owners so unsure of their business abilities</li> <li>- Involved with opening two successful businesses on the island (Nautilus and Cru)</li> <li>- Clear understanding of what it takes to work and succeed on Nantucket demonstrated/acknowledged in proposal</li> <li>- Proposal was detailed, well-thought out and addresses the seasonality/business hurdles so they understand it and live it</li> <li>- Focused on preserving integrity of Nantucket’s natural environment as well as community-centered culture of Jetties Beach</li> </ul> <p style="text-align: center;"><b>HA – 3 points</b></p>	<ul style="list-style-type: none"> <li>- Proposal demonstrates good business experience and understanding of restaurants and concessions</li> <li>- No “beach concession” experience</li> <li>- No experience on Nantucket or in MA</li> </ul> <p style="text-align: center;"><b>A – 2 points</b></p>	<ul style="list-style-type: none"> <li>- Proposal clearly demonstrates experience on Nantucket and successful abilities in the concession business (even discusses international visas!)</li> <li>- Over 10 years at Jetties; additional years with Nantucket restaurants = very good experience; tested</li> </ul> <p style="text-align: center;"><b>HA – 3 points</b></p>

## Minimum and Comparative Criteria – RFP Jetties Concession and Retail Shop

Reviewer: GROUP FINAL RESULT  
Date: September 29, 2016

COMPARATIVE CRITERIA	Sandbar at Jetties Beach	Starfish at the Jetties	Jetties Beach Bar and Restaurant
<p><b>Plan of Services (Business Plan):</b></p> <p><b>HA (3)</b> – Proposer displays the resources and specifically states the ability to meet the requirements of a concession business able to operate a fully staffed restaurant and bar from the third weekend in May through Columbus Day with potentially limited hours in Ma, June, September and October.</p> <p><b>A (2)</b> - Proposer displays the resources and specifically states the ability to meet the requirements of a concession business able to operate a fully staffed restaurant and bar from Memorial Day through Columbus Day with potentially limited hours in June and September.</p> <p><b>NA (1)</b> – Proposer has not shown the resources or specifically states the ability to meet the requirements of a concession business able to operate a fully staffed restaurant and bar beyond the dates of Memorial Day through Labor Day.</p>	<ul style="list-style-type: none"> <li>- Impressed with detail and clarity of proposal; very thoughtful; what BOS is looking for</li> <li>- Give confidence and perception of ability to provide what they say even if never done it before; “freshness” and “new energy” is felt</li> <li>- Business Plan touches on everything in RFP requirements including duration, hours, beach maintenance, endangered species and keeping it a “traditional” beach shack</li> <li>- Have good, new ideas, “fresh”</li> <li>- Tangible commitment to “community” and keeping it local (section highlights community)</li> <li>- Red Alert: “Marketing Off Island”; however clear acknowledgement of event limitations and keep it “rustic” in proposal.</li> </ul> <p style="text-align: center;"><b>HA – 3 points</b></p>	<ul style="list-style-type: none"> <li>- Plan of Service not detailed and lacking in many areas</li> <li>- No discussion of staffing or seasonal/island challenges</li> <li>- Excellent menu but on the “higher end”; somewhat what BOS looking for; excellent breakfast and duration/hours/season</li> <li>- Red Flag: too heavy on events; too “carnival”</li> <li>- Business Plan doesn’t mention retail or maintenance or bathrooms</li> <li>- Proposal highlights bidder not from ACK/Mass; out of touch with the island and the BOS requirements</li> <li>- High end concepts such as “curated wines” and “craft cocktails”</li> </ul> <p style="text-align: center;"><b>NA-A – 1.5 points</b></p>	<ul style="list-style-type: none"> <li>- Overall “disappointment” in the Business Plan submitted</li> <li>- Business Plan does not highlight the experience and product that we <u>know</u> Jetties has</li> <li>- Good staffing/challenges plan</li> <li>- Points given because we <u>know</u> the product and the business and genuinely like it (just did not come through in the proposal)</li> <li>- Proposal is more of the same instead of innovations or BOS requirements</li> <li>- BOS said they did not want more of the same; Bidder had opportunity to provide BOS with updated Plan but fell short of the mark</li> <li>- Addition of Island Kitchen is creative and would be great if approved by BOS and P&amp;R</li> </ul> <p style="text-align: center;"><b>A – 2 points</b></p>

## Minimum and Comparative Criteria – RFP Jetties Concession and Retail Shop

Reviewer: GROUP FINAL RESULT  
 Date: September 29, 2016

COMPARATIVE CRITERIA	Sandbar at Jetties Beach	Starfish at the Jetties	Jetties Beach Bar and Restaurant
<b>OVERALL RANKING/POINTS AND COMMENTS</b>	1. Meets all minimum criteria 2. Score: 9/9 points 3. Bid Deposit: Included 4. Pricing Proposal: Exceeds minimum requirements  <b>OVERALL: Winner</b>	1. Meets all minimum criteria 2. Score: 5/9 points 3. Bid Deposit: Included 4. Pricing Proposal: Included; not opened  <b>OVERALL: Third Place</b>	1. Meets all minimum criteria 2. Score: 8/9 points 3. Bid Deposit: Included 4. Pricing Proposal: Included; not opened  <b>OVERALL: Second Place</b>



Town of Nantucket

EXHIBIT B
PROPOSAL RESPONSE FORM (BID FORM)

JETTIES BEACH CONCESSION

The undersigned proposes to the Town of Nantucket the lease price specified below for the specifications contained herein. Proposal Price must include all costs and all other expenses. There will be no reimbursable expenses allowed in the lease.

Table with 3 columns: CONTRACT YEAR, ANNUAL RENTAL FEE (MINIMUM 3.0% INCREASE ANNUALLY), and PERCENTAGE SALES (MINIMUM 5.0% OVER \$1.0M GROSS ANNUALLY). Rows include Year 1-5 and a TOTAL PROPOSAL AMOUNT FOR 5 YEAR LEASE.

Total proposal amount in words:

Six hundred sixty three thousand seven five dollars.

SANDBAR, LLC, GEORGE KELLY
Name of proposer

508-221-0864
Telephone Number

81-3784348
FEIN or SSN



Town of Nantucket

EXHIBIT B
PROPOSAL RESPONSE FORM (BID FORM)

JETTIES BEACH CONCESSION

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Total proposal amount in words:

Handwritten text: six hundred thirty-seven thousand two hundred fifty-seven dollars and ninety-three cents plus seven percent of sales over one million dollars.

Handwritten text: Jetties Beach, Inc. Name of proposer

Handwritten text: 508-221-7603 Telephone Number

Handwritten text: 20-8367920 FEIN or SSN



Town of Nantucket

EXHIBIT B
PROPOSAL RESPONSE FORM (BID FORM)

JETTIES BEACH CONCESSION

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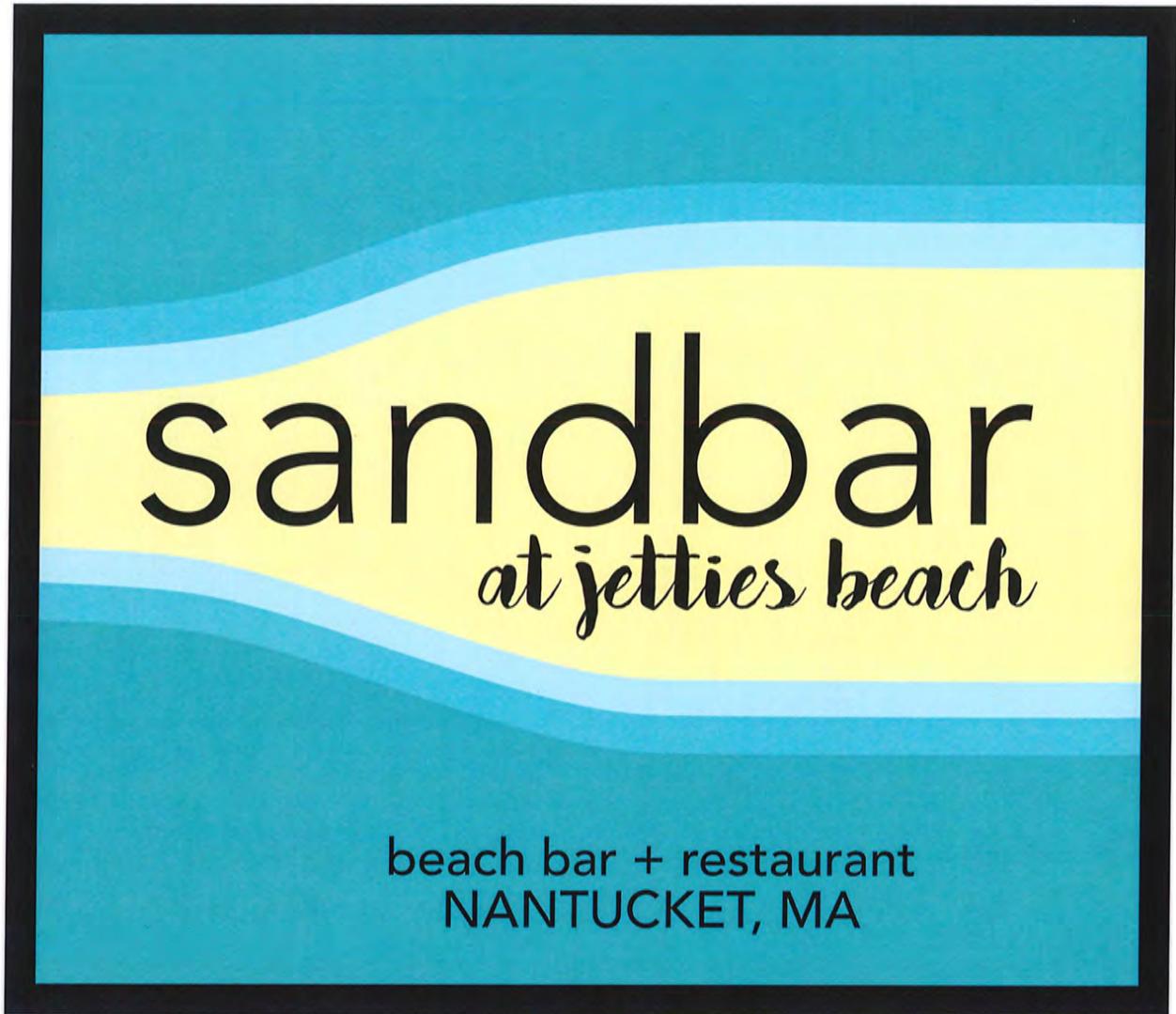
Total proposal amount in words:

Five hundred seventy five thousand four hundred and four dollars for five year lease plus five percent of gross sales over one million dollars

Chris Vestal
Name of proposer

650-391-3386
Telephone Number

81-0851967
FEIN or SSN



SANDBAR, LLC  
George Kelly  
Nicholas Nass

## Plan for Services

# Jetties Concession

## Family Focused Restaurant and Bar Retail Space and Bathhouse

The information contained herein is both confidential and proprietary and is not to be reproduced in whole or in part, under any circumstance, without the express prior written consent of the company. This document does not constitute an offer to sell or solicitation of an offer to buy any securities in any state or jurisdiction to any person.

This document contains forward-looking statements within the meaning of section 27a of the Securities Act of 1933 (the "Securities Act") and section 21e of the Securities Exchange act of 1934. The company has based these forward-looking statements largely on the company's current expectations and projections about future events and financial trends affecting the revenues from its operations (collectively, the "Operations"). These forward-looking statements are subject to a number of risks, uncertainties and assumptions. The company uses words such as "anticipates," "believes," "plans," "expects," "future," "intends," and similar expressions to identify forward-looking statements.

# TABLE OF CONTENTS

- ⌘ Our Mission, Vision & Values
- ⌘ Concession & Beach Facility Aspirations:
  - Bringing Back the New England Style Family Clam Shack
  - Nantucket Family Clam Bake
  - Operational Dates and Hours
  - Weekly Family Programs on the Beach
  - Live Music Brunch Weekends
  - The Look: Classic Nantucket Design and Decor
  - Raw Bar Expansion
  - Preservation & Maintenance of Beach Area, Protected Species & Parking Area
  - Maintenance & Operation of Bathhouse Facilities
- ⌘ Private Functions & Special Events
- ⌘ Proposed Food and Beverage Menus
- ⌘ Acknowledgement of Obligations & Financial Responsibilities
- ⌘ Member Profiles
- ⌘ Conclusion

## OUR MISSION

To produce and uphold an environment that is welcoming for all Nantucket - from local families to island visitors searching for the quintessential beach dining experience. We wish to create the classic island feel of Nantucket on Jetties Beach by returning to the traditional New England style clam shack & snack bar, focusing on a family friendly environment. We will be committed to offering and providing fresh, flavorful and locally sourced food and beverages. The natural beauty of Jetties Beach will be utilized as a main feature and draw for the SandBar, where families will be able to enjoy their dining experience while having the opportunity to share in making lasting memories surrounded by sand and sun. Through family focused activities and programs - both in the restaurant and on the beach - we will establish a strong connection with the Nantucket community. Also, we hope to provide an opportunity for benefits and functions to support local charities. By partnering with local businesses and non-profits, we would plan to develop family-friendly programs and events that would utilize Jetties Beach to its full potential.

## OUR VISION

Within the first year, the SandBar will be known to both local community members and island visitors as being a relaxing and welcoming dining and recreational destination. We wish to cultivate a space where families can go to experience what the Jetties concession used to be, and what Nantucket's beautiful beaches are all about - sand, salt air, and sunshine - while providing quality products and service in a relaxed, unpretentious beach atmosphere. The SandBar will be a location where families will receive impressive hospitality, dining upon a wide array of locally sourced seafood, produce, and beverages. By returning the Jetties concession to what it was originally intended, our goal is to create a space that will become what Nantucket is to us all - a place that we can not wait to return to year after year, becoming a staple in our summertimes; a place where the nostalgic feel of Nantucket surrounds us, from the delectable food to the stunning beach landscape; a place where memories are created and enjoyed.

## OUR VALUES

- ⌘ Establishing and maintaining a classic Nantucket environment, geared towards local families, community members, and visitors alike.
- ⌘ Creating a New England style Clam Shack & Raw Bar for the whole family to enjoy.
- ⌘ Sourcing locally caught/farmed foods and locally brewed beverages.
- ⌘ Encouraging the enhancement and utilization of the adjacent public beach area.
- ⌘ Ensuring Jetties Beach is maintained as clean, welcoming, and safe, while preserving the beauty of its natural environment.
- ⌘ Engaging the Nantucket community, specifically local businesses and charities.

## CONCESSION & BEACH FACILITY ASPIRATIONS

### Ø BRINGING BACK THE NEW ENGLAND STYLE FAMILY CLAM SHACK

With our prime location on Jetties Beach, we hope to offer families a respite from the hustle and bustle of Town. Season after season, downtown Nantucket is becoming busier than ever, and we wish to create a space that allows families to relax and enjoy the salt air, all while sampling a return to simple, classic, and affordable New England fare. Our primary goal is to get back to the basics of the Jetties Concession - high quality dishes, an array of seafood options, a wonderfully fresh raw bar, and family friendly live music. Along with a full kid's menu, we plan to focus on the entire family's enjoyment of the space - complete with burgers, hot dogs, ice cream sundaes, milkshakes, and a favorite candy store in the retail space.

### Ø NANTUCKET FAMILY CLAM BAKE

One of the most beloved New England culinary traditions is the classic clam bake. We are planning to offer locally sourced lobsters, shellfish, and produce served directly on the leased beach premises for families and larger parties. The evening option of the Family Clam Bake will ask for parties to preorder their seafood options and join us on our beautifully decorated tables, enjoying the outdoor ambience of Jetties Beach. Our highly skilled chef, combined with our experienced staff, will create a classic Nantucket night in the sand for our guests.

### ☉ WEEKLY FAMILY PROGRAMS ON THE BEACH

We will offer a weekly program to be facilitated on week day mornings for the whole family, specifically geared towards young Nantucketers and visitors. It is our intention to actively partner with the Boys & Girls Club and/or independent local businesses to run yoga and dance classes, kite flying lessons, sandcastle building, activities and games that are fun for and inclusive of the whole family. In addition to the weekly program, a simple breakfast menu will be offered to start the day off right.

With the Town of Nantucket's Natural Resources Department located next door to the Concession, we would value the opportunity to partner with the Department and share our space for interactive displays and educational sessions in order to educate the public on the Island's fragile and important ecosystems - specifically highlighting what locals and visitors can do to tread lightly and support our beautiful Island.

### ☉ LIVE MUSIC BRUNCH WEEKENDS

Our live music brunches will be the perfect option for friends and families on the weekends. We plan to coordinate with both local and visiting musicians throughout the summer, providing low-key, non-amplified live music the whole family can enjoy. Featuring an extensive brunch menu, Jetties Beach will be the perfect setting for friends and families to enjoy quality food and entertainment, both within the restaurant and on the sand. We will also have an opportunity for week night dinners to be accompanied by family-friendly live music performed by local and visiting musicians.

## ☪ THE LOOK : CLASSIC NANTUCKET DESIGN AND DECOR

One of the Nantucket's most definitive characteristics are the beautiful beaches that surround the island. Fortunate enough to be located on one of Nantucket's most beloved beaches, the SandBar will capture the very essence of the natural surroundings, keeping the beach and nearby areas impeccably clean and preserved. We hope to become fully eco-friendly, using recyclable beverage and food containers for beach goers, and becoming less reliant on plastic serve ware - steel ice trays for our extensive raw bar, bamboo or wicker food baskets for our dining ware, yet all the while maintaining a casual, family-friendly dining style. We will aim to update the lighting, sound system, and interior decorations to enhance the feel of Jetties Beach. To keep our guests warm when the sun finally settles, we will seek approval from the Town and the Fire Chief to install gas fire pits to allow guests the enjoyment of mellow music and delectable dinners in comfort and relaxation.

So as not to get too far away from what a classic clam shack epitomizes, we will use picnic tables for seating full of color and artistic representation. Because Jetties Beach and the concession belong to the people of Nantucket, we want to engage the public, especially the local youth. With the approval of the Town, we plan on asking our local artist association and public school art teachers to use the tabletops as their canvases, with the hopes of kicking the season off with a charitable benefit to reveal the Nantucket-inspired table tops that will keep a whimsical and welcoming feel throughout the summer season .

### Ø RAW BAR EXPANSION

In creating the classic clam shack experience, it is essential to bring to our guests several varieties of high quality, locally sourced fresh seafood. The expansion of our raw bar is a vital component to achieve this, allowing the SandBar to showcase an impressive range of locally sourced shellfish, such as scallops, oysters, clams, and cherrystones. We will create a spacious, rustic raw bar to the left of the concession area in place of the existing raw bar

### Ø OPERATIONAL DATES AND HOURS

We plan on maximizing our summer season, opening the second weekend in May and closing Columbus Day Monday. We will be operational seven days a week throughout the height of season, and will operate five to six days a week in the shoulder season - staffing and weather dependent. We plan to offer lunch and dinner service daily, with a weekend brunch service for Saturdays and Sundays. Restaurant hours will run from 10:00 AM through 10:00 PM. Weekend brunch will begin at 9:00 AM.

- May – Mid June: Wednesday - Sunday, 10:00 AM - 9:00 PM
- Mid June – Labor Day: Open Daily 10AM-10PM: 9AM-10PM on weekends
- Post Labor Day – Columbus Day: Wednesday - Sunday, 10:00 AM - 8:00 PM

### Ø PRESERVATION & MAINTENANCE OF BEACH AREA, PROTECTED SPECIES & PARKING AREA

As a native Nantucketer and a transplant who have both been active members of the Island community for many years, participating in the preservation and maintenance of portions of the island is not only of great importance but also an honor.

It is a passion of ours to be conscious of the footprint we leave behind, and if possible, to positively enhance our surroundings. We aim to work with Jeff Carlson, Natural Resources Coordinator for the Town, in order to provide a significant effort to preserve the habitat area for both State and Federal protected/listed shorebirds. Once a pair of potentially nesting listed shorebirds has been recognized, all cleaning of the beach's litter will be done by hand. We will not conduct beach raking until the status of the listed shorebirds has been examined by the Town and has been deemed permissible. We will regularly patrol the beach and parking areas at least twice daily to ensure the area is free of all litter and other trash produced by all guests of the beach and concession areas. We acknowledge complete responsibility for the custodial maintenance inside and outside the building within the Maintenance area as indicated on Exhibit F. After Mr. Carlson's careful considerations of the status of the State and Federally listed species we will ensure all instructions and requirements of the Town's Endangered Species Program are met, including hiring beach monitor(s) as necessary and a Detail Form completed and submitted to the Events Manager before any and all events.

#### Ø MAINTENANCE & OPERATION OF BATHHOUSE FACILITIES

For Nantucket families to reach optimal enjoyment of the adjacent public beach and dune areas, we will ensure the maintenance and operation of the Public Toilet, Bathhouse and Shower facilities is regularly monitored and kept up to the standards of and in accordance with the Town of Nantucket's expectations. Not only will we value our guests experience at the SandBar and beachfront area, but we will ensure Jetties Public Beach guests are having a heightened experience with clean and functional facilities to be utilized from the hours of 9:00 AM – 5:30 PM seven days a week from

the second week in May until Columbus Day weekend each year as a minimum. This will include servicing the facilities with staff to be cleaned regularly and supplied with necessary resources as needed.

## PRIVATE FUNCTIONS & SPECIAL EVENTS

Opening up the approved function area to private functions and private special events is a unique privilege and will not be the focus of our business plan. However, we understand that it can be a dynamic part of the SandBar and hopefully will fortify our relationship with the local community, being executed properly and with Nantucket and its residents in mind. Since larger tents and disrupted views can impact a patron's experience, private events and private special functions will not disrupt services during the months of July & August. Ensuring we have received written approval from the Town of Nantucket and a list of events is provided to the Events Manager and the Chief Procurement Officer at the beginning of the season and/or as soon as any additional events are scheduled, we have aspirations of facilitating the following but not limited to:

- ⌘ Local Community Nights during shoulder season: May & September/October
- ⌘ Movie Nights on the Beach in partnership with Nantucket Dreamland Theatre

Our Events Manager will be utilizing her Boston based company to expand and increase the quality of events at the SandBar, at the same time increasing exposure for Jetties Beach and the Island.

## PROPOSED FOOD AND BEVERAGE MENUS

Our goal for Jetties Concession is to get back to its basic New England clam shack beginnings, serving items such as hot dogs, burgers, fried clams, lobster rolls and frozen drinks. Having worked at several of the island's fine dining establishments, we understand both the importance of food quality as well as an approachable price point for all to enjoy. We plan to continue the picnic table and paper lined basket style of service, paired simply with a high quality menu. We will be focusing on sautéed and fried seafood, raw bar and frozen drinks for the parents. Children will be able to enjoy a simplified version of the adult menu, featuring such things as grilled cheese, chicken fingers, hot dogs, and fruit plates, as well as a milkshake bar.

Please see attached menus.

## ACKNOWLEDGEMENT OF OBLIGATIONS FINANCIAL RESPONSIBILITIES

- ⌘ Facility: SandBar, LLC fully acknowledges and accepts responsibility for compliance with all law and regulations to the operation of the premises of Jetties Concession and Maintenance areas, including but not limited to compliance with applicable ADA regulations.
- ⌘ Kitchen Equipment: SandBar, LLC will provide and install all kitchen equipment and food and drink equipment as needed. We are responsible for the maintenance, replacement and removal of any equipment purchased by us. It is our understanding that if any equipment is affixed permanently to the premise, that equipment immediately becomes the property of the Town of Nantucket, and will only be subject of our use during the time of the lease period. We will provide annual maintenance to all equipment prior to closing each fall. Lastly any equipment still remaining on the premise proceeding the term of the lease then becomes the property of the town or must be removed and disposed of at our cost at the request of the Town.
- ⌘ Repairs: SandBar, LLC will be responsible for repairing and maintaining all windows and door screens and will inform the Town of Nantucket immediately of all repairs needed and thus made. We will provide a work order for all exterior and structural repair work that may be need to be performed by the Town of Nantucket. It is of the understanding that all repairs, maintenance, construction,

power washing, or any other action which involved excessive noise must be completed prior to April 15<sup>th</sup>.

- ⊘ Sign & Structures: SandBar, LLC will obtain written approval from the Town regulations including but not limited to a Certificate of Appropriateness from the Historic District prior to erecting any temporary or permanent signs associated with the concession, retail and bathhouse facilities.
- ⊘ Alcoholic Beverages: SandBar, LLC wishes to serve alcoholic beverages to be possessed and consumed on the premises and in accordance with the laws, regulations and conditions listed and identified in the RFP and will obtain the appropriate licenses.
- ⊘ Dwelling: Dwelling requirements and expectations are acknowledged and hereby committed to by the SandBar, LLC.
- ⊘ Beach Access: SandBar, LLC acknowledges that if so required we will contact the Town should vehicle access be required on the beach.
- ⊘ Tennis Courts: SandBar, LLC acknowledges the right of the Town to sell liquid refreshments at any Town Facility located at Jetties Beach Tennis Courts.
- ⊘ Hospital Event: SandBar, LLC happily supports and acknowledges the use of the premises by the Nantucket Cottage Hospital for two days during the summer for a major fund raiser.
- ⊘ Fourth of July Fireworks: SandBar, LLC acknowledges the Town's use of fireworks for the Fourth of July at the Jetties Beach at any point around the time of this date, with notice given by the Town.
- ⊘ Boardwalk/Mobility Mat Install: SandBar, LLC is aware of the installation of the mobility mat.

- Ⓟ No Pets: It is of the understanding the SandBar, LLC and our employees will not bring our pets to work.
- Ⓟ Inspection: SandBar, LLC acknowledges the end of season inspection and will happily oblige.

\*Acknowledgement of Obligations as identified in the RFP: SandBar, LLC has read through and confirmed our obligations as Concessionaire and will abide by all regulations, stipulations, limitations and expectations as outlined in the RFP.

## FINANCIAL RESPONSIBILITIES

- ⌘ SandBar, LLC will be responsible for all utility costs including water, power, gas, sewer, landfill, oil and telephone costs associated with the operations of Jetties concession, retail, bathhouse and maintenance area; including beach area and parking lot adjacent to concession area. These costs also include user fees, turning on and off all utilities and any and all utility deposits as necessary.
- ⌘ SandBar, LLC will provide proof of payment of all utilities to the Town of Nantucket within thirty days of closing of the season. We will be responsible for any licensing fees as determined by the Town, small and large event permitting fees, entertainment or pouring licenses and all other costs associated with the operation of any events on the Jetties premises.
- ⌘ SandBar, LLC will be responsible for will include the costs associated with the preservation of listed shorebirds and the protection plan the Town of Nantucket's Endangered Species Program has implemented through the Beach Management Plan.

## MEMBER PROFILES

### GEORGE KELLY, MANAGING PARTNER :

A born and raised Nantucketer, George graduated as a Whaler in 2002. He attended college at Lehigh University, finishing his 4 years with a degree in Economics. After working in San Francisco for two years at an internet start-up company, he proceeded to spend his winters traveling around the world, visiting such places as Asia, India, Central and South America, Europe, and the Caribbean - yet consistently returning in the springtime to his island home. Spending summers full-time on Nantucket, he has worked in some of the most popular island restaurants, from the Gazebo to Corazon del Mar to the Boarding House. He has most recently helped open and bartend Nantucket hotspot The Nautilus, where he has been able to witness firsthand the growth and development of a successful year round restaurant. George's love for Nantucket, as his year round home, has inspired him to bring back the classic family style of dining that he remembers as a Wee Whaler. His commitment to the community and island makes him a wonderful contributor to Nantucket's unique and innovative restaurant family.



## REFERENCES :

The Nautilus; Nantucket, MA 2014 - Present  
Stephen Bowler, owner  
12 Cambridge St.  
508-228-0301

The Boarding House, The Pearl; Nantucket, MA 2011 - 2013  
Angela Raynor, owner  
12 Federal St.  
508-228-9622

The Gazebo & Tavern; Nantucket, MA 2010  
Luke Tedeschi, owner  
4 Harbor Square  
508-228-1266

## EDUCATION :

Lehigh University, Bethlehem, PA 2006  
Nantucket High School, Nantucket, MA 2002

**NICHOLAS NASS, MANAGING PARTNER:**

A transplant to Nantucket eight years ago and a current home-owner on South Shore Road, Nick was born and raised in upstate New York and earned a degree in Economics from the University of Albany. Fostering a love for travel, Nick found himself in Honolulu upon graduation, and worked as a successful real estate agent for three years. Making the decision to expand his knowledge of culture and the unique corners of the world, he landed on Nantucket eight years ago and immediately fell in love with the island community. He began his career in food and beverage hospitality at the island favorite Rope Walk, and was able to contribute firsthand to the creation of a new restaurant when Cru was opened five years ago. Most recently, Nick has planted his island roots, purchasing his first historically fashioned, grey-shingled Nantucket home. Staying active in the winter months, Nick volunteers at Nantucket Island's Safe Harbor for Animals, where he ultimately gave one handsome dog his forever home. Nick has an extensive knowledge of bar and restaurant management, having worked his way up from server to bartender to being an integral part of the lead bar management team. Nick is eager to utilize his skills and knowledge, working alongside an experienced and creative team, providing a wonderful new addition to Nantucket's social and culinary family.



REFERENCES :

Cru Oyster Bar; Nantucket, MA 2012 - present  
Amy Young, General Manager  
One Harbor Square  
561-601-5455

The Rope Walk; Nantucket, MA 2004, 2009 - 2011  
Patty Kennedy, General Manager  
One Harbor Square  
508-680-6143

EDUCATION :

University of Albany, Albany, NY 2003  
Niskayuna High School, Niskayuna, NY 1999

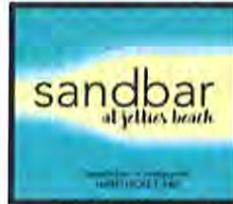
**MICHAEL CIFELLI, CHEF:**

Michael Cifelli is a native of south Florida and has been involved in the hospitality industry for over 13 years, having worked under chefs including James Beard nominee Michelle Bernstein and Top Chef finalist Lindsay Autry. In the summer of 2011, Michael traveled to Nantucket for the first time to open Cru Oyster Bar. His passion for New England's classic and understated cuisine only added to the admiration he felt for the island itself. Interacting with locals and immersing himself into Nantucket culture, he quickly fell in love with his surroundings. Both Michael's time spent on Nantucket as well as his travels have cultivated his love of cooking and culture. He aspires to bring the concept of classic, casual beachside dining back to Nantucket, providing a high quality product in a relaxed, family-focused atmosphere.

**LO MCSHAY, EVENT COORDINATOR:**

Lo McShay is both a long-time visitor and soon-to-be home owner on Nantucket, an island which she is invested in both showcasing and preserving. Her Boston-based events company, LoLo Event Design, has earned her the title of "2015 Best of Boston — Wedding Planner" by The Improper Bostonian. Her team will work to create elevated experiences for the private events at SandBar, while ensuring those events don't jeopardize the tranquility of the environment or hinder others enjoyment of Jetties Beach. She has created events in such premier event venues as the Mountain Top Inn in Chittenden, Vermont and the Chatham Bars Inn in Chatham, Massachusetts - her expertise makes her a valuable asset for the potential private functions, benefits, and events at the SandBar.

# SAMPLE MENU



## RAW BAR

**oysters** on the 1/2 shell  
**littlenecks** on the 1/2 shell  
**shrimp** cocktail  
**crab** claws

## STARTERS

**wellfleet clam chowder**  
 bacon - oyster crackers

**crispy calamari**  
 cherry peppers - tartar sauce

**shrimp basket**  
 marinara sauce

**maryland crab cakes**  
 old bay dipping sauce

**steamers**  
 1/2 or full dozen  
 drawn butter

**fried Ipswich clams**  
 tartar sauce - lemon zest

**chicken wings**  
 mild - medium - hot

## SALADS

**chef's cobb salad**  
 tomato - avocado - bacon - egg

**classic caesar**  
 romaine - croutons - anchovy

**house garden**  
 lettuce - tomato - carrot - cucumber  
 add chicken, shrimp, or fish

## BURGERS & DOGS

**sand dog**  
 all beef - tomato - pickle  
 yellow mustard

**chili dog**  
 meat sauce - onions

**Jetty burger**  
 beef patty - american cheese  
 tomato - pickle

## SIDES

crispy french fries  
 beer - battered onion rings  
 side garden salad  
 side caesar salad

## THE JETTY CLAM BAKE

(reserved 24 hours in advanced for  
 parties of 4 or more)  
 served in the sand!  
 includes:  
 steamed lobsters  
 littleneck clams  
 chatham mussels  
 grilled corn  
 new potatoes  
 drawn butter

## SANDWICHES

**fish of the day**  
 fried or grilled fresh catch  
 lto - tartar

**lobster/scallop/clam roll**  
 served warm or cold - brioche roll

**shrimp/oyster po-boy**  
 lto - hot sauce - mayo

**crispy chicken sandwich**  
 housemade pickles - spicy mayo

**cuban**  
 pork - ham - cheddar  
 house pickles - mustard - mayo

## ISLAND FAVORITES

**fish and chips**  
 local brew battered - tartar

**fish tacos**  
 fried or grilled fresh catch  
 avocado - coleslaw

**lobster mac and cheese**  
 cheddar - toasted bread crumbs

**seafood platter**  
 scallops - clams - shrimp - fresh  
 catch

**8 oz. skirt steak**  
 crispy french fries - chimichurri

**2 lb. whole lobster**  
 beans - potatoes - grilled corn  
 add 8 oz. skirt steak - surf n turf!

## Conclusion

The summer of 2016 brought an incredible amount of people to our island home this year - returning summer families, day-trippers, tourists and friends. And to each and every visitor, Nantucket means something different. To some, it is a whirlwind of food and drink - a tour of our varied and highly-skilled restaurants is what vacation dreams are made of. To others, it is a place to escape from the daily routine - to exhale deeply on the back of the Steamship as it leaves Hyannis, and to take in sunshine that somehow feels better than it does on the mainland. What we envision in the Jetties Concession space is the perfect combination of these two ideals - essentially, a return to what has been missing from Nantucket.

While the island is becoming a more and more expensive place to live, we hope to provide our local families and friends with a welcome relief - returning back to basics with casual, delicious food at affordable prices. We envision a welcoming and laid back atmosphere, with hot dogs and lobster rolls covering the picnic tables, children chasing seagulls, the sun above, and the sand below. As a Nantucket native, this is what George remembers from his childhood and strives to return to. For Nick, as a permanent wash ashore, this is what Nantucket has been waiting for.

With a combined 16 years in the service and hospitality industry on Nantucket, we have both an understanding of what our guests are looking for, as well as a fresh perspective on how to exceed their expectations. We hope for the opportunity to bring the Jetties Concession space back to what it was originally intended - a classic beachside restaurant where Nantucket summers will be enjoyed in the sand, surrounded by friends and family.

Thank you for your consideration,

George and Nick





### Idea in Brief:

Working within the parameters set forth by the Park and Recreation Commission in 2007 Jetties Beach Inc. has been able to provide an affordable dining option on the beach for the last 10 seasons. As we look forward to the next 5 years at Jetties Beach Inc. we're excited to add to our team. Jetties Beach Inc. will combine two great restaurant groups that are committed to serving family friendly fare in a casual environment. Our objective is to offer everyone an affordable dining option on the beach. This ensures Jetties Beach will continue to be known for it's casual family friendly atmosphere and exceptional food, drinks, music and fun.

### Quality Control Process:

Providing our staff with the necessary tools and training to succeed allows us to leverage their strengths in order to provide a high quality of service in a fast paced environment. Our management and most of our kitchen employees will be Servesafe certified. All of our front of the house staff management, bartenders and servers will be TIPS certified. The standards Servesafe and TIPS set will be the foundation of our expectations. When opening the restaurant at the beginning of the season we will have an extensive training program planned for our staff. We will cover customer service, steps of service, the point of sale system and menu offerings. Consistent training will also allow us to monitor the staffs level of service and growth.

### Experience:

Our combined management teams have over a 100 years of experience working in restaurants on Nantucket. We have successfully been awarded and completed three five year leases as Town of Nantucket concessionaires - two at Jetties Beach and one at Surfside Beach. We have collectively owned and operated two moderately priced year round restaurants serving breakfast, lunch and dinner - Even Keel Café for ten years on Main Street and Island Kitchen at Chin's Way for the last four years. We have been involved with successfully managing, catering and planning many significant Nantucket events over the years. We have considerable experience with the many different types of public and private events that occur at Jetties Beach. We have good rapport with all the various vendors that are involved in these events and

familiarity with the various permitting processes. We recognize that the Jetties is a public beach and that everyone deserves to enjoy unfettered access to the beach during these events.

### Operating Season:

We plan to operate the restaurant serving lunch and dinner from Memorial Day through Labor Day and hope to keep the restaurant open into mid to late September. We also plan to explore serving breakfast. Whenever weather permits it will be our hope to extend the season so we can increase both public enjoyment and revenue.

### Event Management:

We prefer to limit not only the number of functions, but also place limits on their size. When we have smaller scale functions it allows the restaurant to remain open to the public. We plan to keep the restaurant open while simultaneously hosting our events not only in July and August but also in the shoulder season. Our goal is to emphasize scheduling events during the shoulder season as much as possible. Our combined management team has the experience, know how and reputation for running both a busy restaurant and for delivering memorable and successful events.

### Updates/Improvements:

We intend to run The Jetties with the same format and layout that has been so popular with our clientele. We do plan to make appropriate operational improvements and cosmetic updates that will improve our look and service. We have secured \$300,000 to be used as working capital. A new lease will allow us to amortize these expenditures over the next five years. The following table outlines some of our potential improvements and equipment expenditures.

Tables, Chairs and Umbrellas	\$25,000
Awning repair and maintenance	\$100,000
Point of Sale System	\$18,000
Customer Queue Management System	\$8,000
Uniforms	\$5,000
Insinkerator/waste management equipment	\$20,000
Kitchen equipment	\$25,000
Reserves	\$99,000

### Menu Design:

Jetties Beach Inc.'s menu has evolved over the years and offers a popular array of lunch, dinner and take-out items. We feature steamed lobsters, a raw bar, local seafood and a variety of appetizers, pizzas and pastas along with a great burger. We plan to expand our salad offerings and also emphasize serving healthy, fresh, locally sourced ingredients. Our wish is to provide something for everyone - even the most discerning of guests. In particular, through proper menu planning and staff training - we want to safely accommodate any and all dietary restrictions.

### Human Capital:

Over the years we have found the key ingredient in providing enthusiastic customer service is motivating our personnel. One of our main objectives is to retain as many staff members as possible from season to season. Our intention is to keep the right people in the right jobs and train them to excel in a fast paced work environment. We provide a rich cultural exchange for all our workers due to our involvement in the H2B & J1 visa programs.

We particularly like to hire local and summer residents. This past season we had 25 local residents working for us. Many of these employees start out at entry level positions and work their way up over the years. It has always been our goal to hire local high school kids and work with them through college and beyond.

### H2B & J1 Visa Program:

Our management has been working with J1 and H2B visa employees for the last 15 years. Our familiarity with the laws governing the program, filing timelines and the recruiting process has enabled us to secure the necessary visas in an often changing and challenging political environment. Most of our H2B and many of our J1 visa employees have worked with us for many years.

### Staff Housing:

Providing safe, clean and affordable housing for our employees is an essential part of building our team. This is why both companies have invested in numerous staff houses/apartments throughout the island. Through a mix of both owned and leased places we currently offer below market rent to over 25 employees or roughly 35% of our workforce. We would strive to increase that percentage over the next 5 years.

### Sustainability:

Jetties Beach Inc. will make every reasonable effort to REDUCE, REUSE, & RECYCLE. All of the plate ware and cutlery will continue to be biodegradable. In addition, we would also like to purchase an insinkerator to process 85% of our waste. The insinkerator is an attachment for the sink that grinds all food and disposable waste and reduces its volume creating less garbage. Jetties Beach Inc. is already involved with the Nantucket Oyster Shell collection program that is

benefitting our harbor. The preservation of Nantucket is extremely important to us as it is to all Nantucketers. We would love the opportunity to be a leader in a more sustainable Nantucket.

### Further Research:

We do understand that many people would like to see breakfast offered at Jetties Beach. Lack of storage, refrigeration and cooking area, however, really limit our ability to expand to a third meal period. While meeting with the town committee involved in crafting the current RFP it was suggested that perhaps breakfast could be provided by a food truck affiliated with the restaurant. We have current experience operating a mobile food unit and are familiar with required licensing and permitting. If awarded the contract for the concession we would like to explore the option of getting the proper permits and licensing for adding a food truck. We see the purchase of the food truck as a possible way to accommodate the request to offer breakfast service.

**Experience working with concessions, municipal concessions on Nantucket Island:**

**2 consecutive 5 year leases:**

Town of Nantucket  
Jetties Beach Concession located at 4 Bathing Beach Road  
16 Broad Street  
Nantucket, MA 02554  
(508) 228-7255

**5 year lease:**

Town of Nantucket  
Surfside Concession located at 160 Surfside Road  
16 Broad Street  
Nantucket, MA 02554  
(508) 228-7255

**Proof of Financial Stability:**

Mark Latter, Assistant Vice President  
Nantucket Bank  
1 Amelia Drive  
Nantucket, MA 02554  
(508) 825-1104

Kate Weld, Vice President, Commercial Lending  
The Cape Cod Five Cents Savings Bank  
112 Pleasant Street  
Nantucket, MA 02554  
(508) 228-1255

**References/Letters of Recommendation:**

Susan Dragon, Commercial Lines Manager  
Brock Insurance  
53 Main Street  
Nantucket, MA 02554  
(508) 228-0104

Susan Warner, Owner  
Nantucket Clambake Company  
72 Skyline Drive  
Nantucket, MA 02554  
(508) 228-9283

Thomas Bresette, Chief Operating Officer  
Nantucket Golf Club  
250 Milestone Road  
Nantucket, MA 02554  
(508) 257-8500

Freddy Cicerchia, VP on Premise Sales  
Carolina Wine and Spirits  
975 University Avenue  
Norwood, MA 02062

James P. Manchester, Former Director of Parks & Rec  
1A Manchester Circle  
Nantucket, MA 02554  
(508) 221-3660

Thomas La Chuisa, Owner  
Nantucket Party Rentals  
8 Daisy Way  
Nantucket, MA 02554  
(508) 228-1525

David & Mary Ann Tralka, customers, summer residents & parents of long time staff  
32 New Lane  
Nantucket, MA 02554  
(508) 228-8805

Matthew Maltby, Sales Rep  
Sysco Boston  
99 Spring Street  
Plympton, MA 02367  
(781) 422-2300

Bartlett's Farm  
(508) 228-9403

Butch Ramos Plumbing & Heating, Inc.  
(508) 228-2099

Don Allen Ford  
(508) 228-0134

Homer Ray Refrigeration  
(508) 325-4357

Nantucket Fish & Dairy  
(508) 325-4223

Nantucket Ice House  
(508) 221-1896

Nantucket Landscapes, Inc.  
(508) 228-9011

Nantucket Office Products  
(508) 228-4220

Nantucket Tents  
Kat Bedell  
(508) 228-5645

Ryder Electric, Inc.  
(508) 228-1496

Santos Rubbish Removal, Inc.  
(508) 228-4395

The Inquirer & Mirror  
(508) 228-0001

US Foods, Inc.  
(800) 233-5378

Yates Gas  
(508) 228-0580

Yesterday's Island  
(508) 228-9165

DATE: Monday, September 19, 2016

TO: The Town of Nantucket

FROM: Nantucket Bank

RE: Jetties Beach Inc.

To whom it may concern:

The purpose of this memo is to document the evidence of Financial Stability of Jetties Beach Inc. As the loan officer of this account since 2012 and an employee of Nantucket Bank since 2007, I can thoroughly vouch for the strength of the business, its ownership, and operational procedures.

John Marshall Thompson owns and operates Jetties Beach Inc., and has been in the restaurant business on Nantucket his entire career. He successfully operated the Even Keel Café from 2001 – 2011 and maintained his Even Keel accounts with Nantucket Bank. Marshall took over the Jetties Beach Bar & Restaurant in 2006, and the Surfside Snack Shack in 2012. His deposit account for Jetties Beach Inc. opened in April of 2007, has always been handled as agreed, and has maintained a strong balance. Nantucket Bank issued a Working Capital Line of Credit to Jetties Beach Inc. also in April of 2007 for \$100,000. The loan has always been used appropriately and handled as agreed. Over the last few years as the business has grown, Nantucket Bank has been able to continue to support Jetties with an increase in the Line of Credit, which is currently at \$150,000. In the 2015 summer season Jetties had



excellent Gross Revenue and a strong Net Profit. They've mentioned that the Summer of 2016 was also a very healthy one for the business.

It's with this strong tenured financial relationship between Jetties Beach Inc. and Nantucket Bank that I can happily give them my highest recommendation.

Sincerely,

A handwritten signature in blue ink that reads "Mark Letter". The signature is fluid and cursive.

Mark Letter  
Assistant Vice President  
Sr. Relationship Manager Business Banking  
Nantucket Bank, a Division of Blue Hills Bank  
1 Amelia Drive  
Nantucket, MA 02554  
508-825-1104



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September 20, 2016

Town of Nantucket  
16 Broad Street  
Nantucket, MA 02554

Re: Bank Reference

To Whom It May Concern:

At the request of our client, Patrick Ridge, of Bonita Bar LLC and Ridge LLC , we are pleased to inform you that Mr. Ridge maintains several deposit accounts at Cape Cod Five. He has been a customer since March 2013. All accounts are in good standing. Additionally, Mr. Ridge has three commercial loans with the Bank, all of which have been paid as agreed.

We are pleased to have Mr. Ridge as a customer and look forward to doing any additional business with him in the future. If I can provide any further information on his behalf please do not hesitate to contact me at (508)247-1725.

Sincerely,

Kate W. Weld  
Vice President, Commercial Lending



May 11, 2016

Town and County of Nantucket  
16 Broad Street  
Nantucket MA 02554

Dear To Whom it May Concern:

We are happy to be the insurance agent for The Jetties Beach, Inc. I provided a certificate of insurance for the General Liability and Liquor Liability policies, but we also carry the Property policy for the contents and business income, the Flood insurance policy for the contents, non-owned and hired auto liability and the Umbrella Policy.

They are very prompt when requested to fill out the renewal applications (which can be very tedious) and they submit payment on time, usually early, for the insurance premium.

They are a text book great insured. Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Susan S. Dragon".

Susan S Dragon  
susan@agbrock.com

Commercial Lines Manager  
Albert Brock Insurance Co. Inc.

Brock is Here... For You.

NANTUCKET  
CLAMBAKE CO.

72 SKYLINE DRIVE  
NANTUCKET, MA 02554

Susan M. Warner Catering  
Nantucket Clambake Co.  
72 Skyline Drive  
Nantucket, Massachusetts 02554  
508-228-9283  
508-228-7583  
[nantucketclambake@comcast.net](mailto:nantucketclambake@comcast.net)

<http://www.susanwarnercatering.com>

<http://www.nantucketclambake.com>

To whom it may concern,

I have been an associate of Marshall Thompson for 10 years as a *catering business owner and event planner* on Nantucket Island. We have collaborated on many memorable events including, private, corporate and non-profit fundraisers during this time.

Mr. Thompson has a generous spirit and is a loyal, positive individual. His strong work ethic has helped him achieve a number of successes in his career. He promptly responds to queries and his attention to detail is appreciated. Staff and guests are always impressed with his hospitality and the thought put into planning events.

For these reasons, I highly recommend consideration of any pursuant of Mr. Thompson. He is a person of remarkable maturity and reliability with charm and much respect for the nature of the island.

Sincerely,

Susan Warner



---

SUSAN M. WARNER



Friday, May 13, 2016

Dear Board of Selectmen,

I am writing this letter in support of Marshall Thompson's application to continue operating Jetties Beach Bar and Restaurant.

I have known Marshall for more than 25 years as a friend and as a manager in the local hospitality industry. He worked with my wife, Leslie, many years ago at the Club Car and currently employs my daughter, Lauren, at Jetties. Marshall Thompson's personality and character are of the highest quality, and he is a leader on this island. Over his time running Jetties, I have watched him work tirelessly to transform this operation from "just another restaurant" to an organization that values local relationships and gives back to the community. He treats his employees with the utmost respect and hires many local residents to staff his organization. We dine at Jetties often as a family and I am always impressed at how controlled and consistent it is run from an operational standpoint.

As a manager of over 150 employees in a very seasonal operation, I understand better than most how important it is to retain good and trustworthy people. Marshall Thompson has made a serious commitment to Nantucket Island over his career and has been extremely generous and supportive of the local community during that time. He has served and represented the Town of Nantucket well during his commitment and I hope that that the Board will strongly consider his application to continue his efforts. He would be an automatic "re-hire" in my organization.

Please feel free to contact me with any questions or comments regarding his application.

Thank you,

A handwritten signature in blue ink that reads "Thomas J. Bresette".

Thomas J. Bresette  
Chief Operating Officer  
Nantucket Golf Club

250 Milestone Road  
Post Office Box 313  
Siasconset, Massachusetts 02564  
508.257.8500

Dear Sir/Madam

May 4, 2016

Our relationship with Marshall Thompson spans over two decades both at the Jetties and the Even Keel Restaurant. Our Company has been one of his prime supplier of wine and spirits and we have had an exemplary business partnership with him. Over the years we have had no problems with his terms of credit and we feel he runs a well-organized business. We highly recommend him in terms of a high level of professionalism and business acumen.

Thank you,

Freddy A Cicerchia

Vice President On Premise Sales

Carolina Wine and Spirits

Martignetti Companies

975 University Ave, Norwood,ma 02062

Email:fcicerchia@martignetti.com

Office:781-278-2201

Cell: 781-953-3097

May 11, 2016

RE: Marshall Thompson's Bid for Concession at The Jetties  
Beach, Nantucket, MA

To Whom It May Concern:

I was the Director of the Park and Recreation Department of the Town of Nantucket for 14 years. I had the responsibility of working with and overseeing the various concessions on the beaches owned by the Town of Nantucket.

I was there during the first bid period that Marshall Thompson had the Jetties Concession. Marshall, who now has 40 years of experience in this vital hospitality business, worked with his team to create a full service family atmosphere restaurant that is inspiring to someone like me who had grown up in this business. Marshall made significant improvements to the location and has established a loyal local and visitor clientele.

I believe that if this operation is not continued it would be a huge loss to the community. I urge you to please consider his bid favorably.

Marshall has put "Beach" back into the Jetties" !!

Thank you.

James P. Manchester (Retired)

manchesterjimmyack@gmail.com

508-221-3660



**NANTUCKET  
PARTY RENTALS**

8 DAISY WAY  
NANTUCKET, MASS. 02554  
(508) 228-1525 Fax (508) 228-5654  
website: NantucketPartyRentals.com  
info@NantucketPartyRentals.com

To whom it may concern,

I am pleased to write a letter of recommendation for Marshall Thompson. I have know Marshall and done business with him for the last 10 years. We have worked together on many private and public events that have greatly benefited the Nantucket community. Such as the Boston Pops, Swim across America and other charitable functions. In addition Marshall is a client in good good standing and hope to do business with him for many years to come.

Sincerely,

Thomas J. La Chuisa Owner

A handwritten signature in blue ink, appearing to read 'Tom La Chuisa', is written over a light blue horizontal line.

May 11, 2016

Town of Nantucket  
16 Broad Street  
Nantucket, MA 02554

Re: Marshall Thompson/Jetties

To whom it may concern:

We are writing on behalf of Marshall Thompson's bid to continue operating the Jetties Beach restaurant and shop. As long time summer residents, we have had the great pleasure of getting to know Marshall and the Jetties team on many levels and are proud to call Marshall a friend.

First, as customers of the Jetties location, we have been loyal patrons for years and have witnessed the evolution of a sleepy snack bar into a wonderful restaurant experience for families, visitors and residents alike. There are so few venues on the island where a family with children of all ages can be welcome and enjoy a stress-free dining experience. It would be a great loss to Nantucket if the Jetties location turned into another high-end establishment where families with young kids might not be welcomed. Both the restaurant and shop fill a void on the island for beach-goers and diners looking to relax in friendly confines.

Second, each of our four children has been employed by Marshall at the Jetties at one time or another during high school and college. They spent their summer months as hostesses, servers, and shop help and received the kind of support during these summer months that prepared them well for college and upon graduation, for working in the real world. Marshall has helped each of them understand the responsibilities that come with hard work and the challenges that come with serving the public. Working in an establishment that requires attention to the needs of the public, especially during high volume summer months, helped them build the necessary skill sets to succeed in the work-place. Marshall was instrumental in ensuring that they attend to the needs of the customer. We always felt that our kids were in excellent hands while they were working at Jetties or frankly, whenever they are on the island.

Finally, as manager of a local business in town, my wife, Mary Ann, spends her time on Nantucket from May through October operating a retail store. As such, we are keenly aware of the challenges that small businesses on the island face and know the significant risks that proprietors take to stay in business and hopefully thrive. Despite the challenges facing a seasonal business, Marshall has proven over the years to be a successful entrepreneur who continues to bring a quality dining experience to the island, works to ensure his staff are well taken care of and meets the demand of our family visitors. He has been, and will continue to be, a reliable and valued asset to the Nantucket business community.

We very strongly endorse his bid for the continued operation of Jetties Beach. Thank you for your consideration.

Very truly yours,

David & Mary Ann Tralka  
32 New Lane  
Nantucket, MA 02554



**Sysco Boston**  
99 Spring Street  
Plympton, MA 02367  
T 781.422.2300

[syscobostonllc.co](http://syscobostonllc.co)

April 30, 2016

Sysco Boston has been doing business with Marshall Thompson since 2006 at the Jetties. He has been an excellent customer and always keeps his accounts payable to us at a near perfect rating. We have been involved with him at both The Even Keel and The Jetties location, and we look forward to continuing our business relationship with Mr. Thompson. If you have any questions, please feel free to contact me: [maltby.matthew@boston.sysco.com](mailto:maltby.matthew@boston.sysco.com)

Sincerely,  
Matthew Maltby

# LUNCH MENU



## VEUVELICIOUS

Bottle of Veuve Clicquot  
With a Dozen Oysters \$85

## RAW BAR

### Shrimp Cocktail

6 Shrimp \$10

### Half Dozen

Clams \$10, Oysters \$16

### East Jetty

3 Clams, 3 Oysters \$13

### West Jetty

6 Clams, 6 Oysters \$26

### The Whole Shucking Thing

3 Clams, 3 Oysters, 3 Shrimp \$18

## SOUP & SALAD

Nantucket Clam Chowder \$6.50

### Mixed Greens

White Balsamic Vinaigrette \$8

### Caprese

Bartlett Tomato in Season, Mozzarella,  
Fresh Basil & Balsamic Glaze \$16

Caesar Salad \$8.75

### ADD TO ANY SALAD ABOVE:

Quinoa Salad add \$6.50

Grilled Chicken add \$6.50

Grilled 8oz Atlantic Salmon add \$14

Fresh Lobster Salad add \$16

Grilled 7oz Filet Mignon add \$14.75

## LIGHT BITES

### Brie Cheese Plate

Brie and Fig Preserves  
Multi-Grain Ciabatta \$14

### Mozzarella Sticks (5)

Marinara Sauce \$10.75

### Crispy Buffalo Chicken Wings (7)

Blue Cheese Dipping Sauce \$12.75

### Smoked Blue Fish Pâté

Pita Chips \$12.75

### Bacon Wrapped Scallops (5)

Honey Dijon Sauce \$12.75

### Fried Calamari

Spicy Citrus & Chili Sauce \$12.75

## SIDES

Multi Grain Roll \$.50 per serving,

French Fries \$5

Quinoa Salad \$6.50

## KIDS MENU

Served with fries or quinoa salad

Smuckers Uncrustable PB & J \$8

Fried Mac and Cheese Bites \$10

Grilled Chicken Breast \$10

Burger, Hot Dog, Chicken Fingers \$10

## SANDWICHES

Served with Fries or Quinoa Salad

### Tuna Salad Sandwich

Lettuce & Tomato on a Bulky Roll with \$10.75

### Jetties Lobster Roll

Fresh Lobster Salad on a Grilled Hot Dog Roll \$25.50

### Cranberry Chicken Salad Sandwich

Chopped Pecans, Dried Cranberries, Lettuce & Tomato  
on a Bulky Roll \$10.75

### Grilled Chicken Sandwich

Grilled Marinated Chicken Breast, Lettuce & Tomato  
on a Bulky Roll \$12.75

### Hand Crafted Italian Burger

Angus Beef, Garlic, Fresh Herbs, Provolone,  
Lettuce & Tomato on a Bulky Roll \$14.75

### Garden Burger

Grilled Veggie Burger, Lettuce & Tomato  
on a Bulky Roll \$10.75 add cheese \$.50

### Fish & Chips

Fresh Cod With a Whale's Tale Beer Batter, Tarter Sauce,  
Lemon & French Fries \$18

## THIN CRUST PIZZAS

12" - Regular or Gluten Free

### Margherita

Marinara, Mozzarella, Fresh Oregano \$14

### Caprese

Alfredo Sauce, Mozzarella, Roasted Tomato,  
Fresh Basil, Balsamic Reduction \$16.50

### Greek Veggie

Alfredo Sauce, Roasted Tomato, Black Olives,  
Mushrooms, Arugula, Mozzarella, Feta \$17

### Pepperoni

Marinara, Mozzarella, Pepperoni \$16.50

### Prosciutto

Marinara, Mozzarella, Prosciutto \$17

### Sausage and Mushroom

Marinara, Sausage, Crimini Mushrooms, Mozzarella \$17

### Jetties Lobster Pizza

Lobster, Arugula, Red Pepper Cream Sauce,  
Goat Cheese, Mozzarella \$25.50

### Additional Toppings:

Arugula, Olives, Roasted Tomato, Chopped Onion,

Roasted Pepper, Crimini Mushroom \$2, Feta, Goat, Mozzarella \$2

Sausage, Pepperoni, Prosciutto, Chicken \$3 Lobster \$11.50

# DINNER MENU



## SOUP & SALAD

Nantucket Clam Chowder \$6.50

### Mixed Greens

White Balsamic Vinaigrette \$8

### Caprese

Bartlett Tomato in Season, Mozzarella, Fresh Basil & Balsamic Glaze \$16

Caesar Salad \$8.75

### ADD TO ANY SALAD ABOVE:

Quinoa Salad add \$6.50

Grilled Chicken add \$6.50

Grilled 8oz Atlantic Salmon add \$14

Fresh Lobster Salad add \$16

Grilled 7oz Filet Mignon add \$14.75

## APPETIZER

### Brie Cheese Plate

Brie & Fig Preserves  
With Multi-Grain Ciabatta \$14

### Mozzarella Sticks (5)

Marinara Sauce \$10.75

### Crispy Buffalo Chicken Wings (7)

With Blue Cheese Dipping Sauce \$12.75

### Smoked Blue Fish Pâté

With Pita Chips \$12.75

### Bacon Wrapped Scallops (5)

Honey Dijon Sauce \$12.75

### Steamed PEI Mussels

in Basil Pesto Cream Sauce \$14.75

### Crab, Shrimp & Scallop Cake

With Red Pepper Aioli \$14.75

### Fried Calamari

Spicy Citrus & Chili Sauce \$12.75

## SANDWICHES

Served with Fries or Quinoa Salad

### Jetties Lobster Roll

Fresh Lobster Salad  
on a Grilled Hot Dog Roll \$25.50

### Hand Crafted Italian Burger

Angus Beef, Garlic, Fresh Herbs,  
Provolone, Lettuce & Tomato  
on a Bulky Roll \$14.75

## PASTA

Regular Linguini or Gluten Free Penne

### Lobster Carbonara

Fresh Lobster, Arugula, Pancetta  
Cream Sauce \$28.75

### Seafood Fra Diavolo

Shrimp, Lobster, Calamari, Mussels,  
Spicy Marinara Sauce \$26.75

### Chicken Piccata

Sauteed Chicken Breast, Capers,  
White Wine, Lemon & Garlic Butter \$20

### Bolognese

Classic Italian Ragu Sauce \$20

### Steak Gorgonzola Alfredo

Grilled 7oz Filet Mignon, Gorgonzola,  
Alfredo Sauce & Balsamic Glaze \$25.50

## THIN CRUST PIZZAS

12" - Regular or Gluten Free

### Margherita

Marinara, Mozzarella, Fresh Oregano \$14

### Caprese

Alfredo Sauce, Mozzarella, Roasted Tomato,  
Fresh Basil, Balsamic Reduction \$16.50

### Greek Veggie

Alfredo Sauce, Roasted Tomato, Black Olive,  
Mushrooms, Arugula, Mozzarella, Feta \$17

### Pepperoni

Marinara, Mozzarella, Pepperoni \$16.50

### Prosciutto

Marinara, Mozzarella, Prosciutto \$17

### Sausage and Mushroom

Marinara, Sausage, Crimini Mushroom,  
Mozzarella \$17

### Jetties Lobster Pizza

Lobster, Arugula, Red Pepper Cream Sauce,  
Goat Cheese, Mozzarella \$25.50

### Additional Toppings:

Arugula, Roasted Tomato, Chopped Onion  
Olives, Roasted Pepper, Crimini Mushroom \$2  
Feta, Goat, Mozzarella \$2 Lobster \$11.50  
Sausage, Pepperoni, Prosciutto, Chicken \$3

## VEUVELICIOUS

Bottle of Veuve Clicquot  
With a Dozen Oysters \$85

## RAW BAR

### Shrimp Cocktail

6 Shrimp \$10

### Half Dozen

Clams \$10, Oysters \$16

### East Jetty

3 Clams, 3 Oysters \$13

### West Jetty

6 Clams, 6 Oysters \$26

### The Whole Shucking Thing

3 Clams, 3 Oysters, 3 Shrimp \$18

## LOBSTER DINNER

Steamed 1<sup>1/4</sup> Pound Lobster,  
Sweet Corn, Fingerling Potatoes,  
Drawn Butter & Lemon \$36

## RISOTTO

### Grilled 8oz Atlantic Salmon

Over Olive, Roasted Tomato &  
Basil Creamy Risotto \$23.75

### Seared Jumbo Sea Scallops

Over Arugula & Roasted Tomato,  
Creamy Risotto \$26.75

### Grilled Honey Balsamic Chicken Breast

Over Creamy Mushroom Risotto \$20

### Vegetables Provencal

Mushroom, Broccoli, Corn,  
Arugula, Roasted Tomato, Olive  
Creamy Risotto \$16.75

## SURF & TURF

Grilled Filet Mignon with  
Gorgonzola, Balsamic Glaze  
Steamed Lobster Tail,  
Corn, Fingerling Potatoes,  
Drawn Butter & Lemon \$36.50

## KIDS MENU

Served with Fries or Quinoa Salad

Hot Dog, Burger, Chicken Fingers \$10

Grilled Chicken Breast \$10

Fried Mac & Cheese Bites \$10

Smuckers Uncrustable PB & J \$8

Pasta with Butter or Marinara \$8

## SIDES

French Fries \$5

Sauteed Spinach \$6

Corn \$3, Broccoli \$5

Multi Grain Roll \$.50 per serving

TOWN OF NANTUCKET  
RFP – JETTIES CONCESSION AND RETAIL  
ADDENDUM NO. 1 - QUESTIONS  
September 2, 2016

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The attention of Proposers submitting proposals for the subject Request for Proposals (RFP) is called to the following Addendum to the specification. The revisions set forth herein, whether of omissions, additions or substitutions are to be included in and form a part of the Proposal submitted. Proposers must acknowledge receipt of this Addendum by signing the Addendum Acknowledgement Form on the last page of this Addendum and returning it with your proposal.

---

**SUBMITTED QUESTIONS**

**1. Can the current liquor license be purchased or transferred?**

No, should the situation require, the existing liquor license must be surrendered and a new operator apply for his/her own license.

**2. Can the name of the restaurant be changed?**

Yes, the name of the Concession can be changed, however the Town has a bylaw preventing chain restaurant and store names from being used (§139-2 – Formula Business). Additionally, the name of the beach, bus route, parking lot and recreational activities cannot be renamed.

**3. Does the town of Nantucket own the awning currently on the building at Jetties?**

No, the Town does not own the awning on the Concession building; the current Concessionaire applied for the proper permits and purchased and installed the awning with the Town's approval. The Town does own the frame.

**4. How many dates in the past year has the city been billed for use of the parking lot at Jetties and how much were they billed per day and in total?**

The Town has never been "billed" for the use of the parking lots. The Nantucket Parks and Recreation Commission, a separate government body per Town Charter, oversees the entire beach and concession area, including the parking lot and tennis courts. The only time the parking lot can be used for purposes outside of unpaid general parking is for approved and permitted public events. In calendar year 2015 the Lower and Upper Parking Lots were permitted for the Nantucket Triathlon (from Friday, July 16, 6:00 PM through Saturday, July 17, 12:00 PM) for \$2,500 and for the Nantucket Cottage Hospital Boston Pops Concert (from Friday, August 12, 6:00 PM through Sunday, August 13, 12:00 PM) for no fee. The licensed valet services have permitted use of a portion of the Upper Lot from 6:00 PM to 1:00 AM June 15-October 1 annually however the Upper Lot has no impact on this RFP.

**5. In the RFP it says that Retail sales are required in the retail shop, can this be moved so the space can be used for additional seating or for private events?**

No. The building permit for this portion of the structure only allows for retail services in the Retail Shop. If there is a change of use it may trigger code updates to the building as well as a change in the Certificate of Occupancy. Concession and Retail are two different uses which have different occupancy counts and could trigger other code changes.

**6. Are there any limitations to what equipment can be added to the kitchen of the restaurant for example can a commercial dishwasher be added?**

The only limitation is space availability, prior approval from the Town via the Town's Facility Manager and any required permitting. For example, any additional commercial kitchen equipment will have to be approved by the Sewer Department as well to insure that the proposed flows can be accommodated in the existing pipes. The Town must be notified if there are to be any alterations or additions to the structure. Kitchen equipment such as a commercial dishwasher would be permissible and supported by the Town pending all conditions are met.

**7. What is the latest time a private event can be held?**

The Entertainment License is until 10:00 PM however the Liquor License is valid until 11:00 PM. Requests to provide entertainment later than 10:00 PM requires a Special Event Permit and a Noise Bylaw Waiver.



TOWN OF NANTUCKET  
RFP – JETTIES CONCESSION AND RETAIL  
ADDENDUM NO. 2 - QUESTIONS  
September 7, 2016

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The attention of Proposers submitting proposals for the subject Request for Proposals (RFP) is called to the following Addendum to the specification. The revisions set forth herein, whether of omissions, additions or substitutions are to be included in and form a part of the Proposal submitted. Proposers must acknowledge receipt of this Addendum by signing the Addendum Acknowledgement Form on the last page of this Addendum and returning it with your proposal.

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**SUBMITTED QUESTIONS**

**1. Who owns the awning and frame?**

The Town does not own the awning on the Concession building; the current Concessionaire applied for the proper permits and purchased and installed the awning with the Town's approval. The Town does own the frame. Should there be an issue regarding the frame, the Town will ensure that there is a frame on the structure.

**2. Is the apartment (2nd floor space) included in the bid?**

Yes, per *Section C – Concessionaire's Obligations, Item #11 – Use for Dwelling Purposes*, the second floor apartment is included as part of the bid.

**3. Will the Town fix the assets listed if they fail or are not in good working condition e.g. hood system, walk-in freezer, fire suppression system etc?**

Yes, the Town will be responsible to fix any asset that is owned by the Town of Nantucket, particularly physical assets attached to or on the structure as well as any mechanical safety systems such as the fire suppression system.

**4. Can seating be added to retail space and reduce size of retail space?**

No. The building permit for this portion of the structure only allows for retail services in the Retail Shop. If there is a change of use it may trigger code updates to the building as well as a change in the Certificate of Occupancy. Concession and Retail are two different uses which have different occupancy counts and could trigger other code changes.

**5. Can alcohol be sold retail?**

Not with the current license. The Concessionaire would need to formally request permission from the Nantucket Parks and Recreation Commission as well as the Nantucket Board of Selectmen, and if approved, then apply for the appropriate package store license(s) with the Commonwealth and the Town.

**6. Can more decking be added to the front - beachside?**

The Concessionaire would need to formally request permission from the Nantucket Parks and Recreation Commission as well as the Nantucket Board of Selectmen, and if approved, then apply for the appropriate building permits through the various Town regulatory agencies.

**7. Is the bar included?**

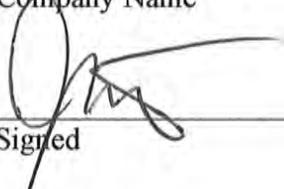
The existing bar was constructed by the current Concessionaire. Should the situation arise, the current Concessionaire can decide to keep, sell or donate the structure.

TOWN OF NANTUCKET  
ADDENDUM ACKNOWLEDGMENT FORM  
RFP – JETTIES CONCESSION AND RETAIL  
ADDENDUM NO. 2 ACKNOWLEDGEMENT

September 7, 2016

**I ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND UNDERSTAND I MUST ENCLOSE THIS SIGNED ACKNOWLEDGMENT AS PART OF MY PROPOSAL.**

Jetties Beach Inc  
\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Signed

9/23/16  
\_\_\_\_\_  
Date

TOWN OF NANTUCKET  
RFP – JETTIES CONCESSION AND RETAIL  
ADDENDUM NO. 3 - QUESTIONS  
September 13, 2016

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The attention of Proposers submitting proposals for the subject Request for Proposals (RFP) is called to the following Addendum to the specification. The revisions set forth herein, whether of omissions, additions or substitutions are to be included in and form a part of the Proposal submitted. Proposers must acknowledge receipt of this Addendum by signing the Addendum Acknowledgement Form on the last page of this Addendum and returning it with your proposal.

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**CORRECTIONS TO ADDENEDUM NO. 2 – QUESTIONS 9/7/16:**

- 3. Will the Town fix the assets listed if they fail or are not in good working condition e.g. hood system, walk-in freezer, fire suppression system etc? (UPDATED 9/13/16)**

Yes, the Town will be responsible to fix any asset that is owned by the Town of Nantucket, particularly physical assets attached to or on the structure as well as any mechanical safety systems such as the fire suppression system. Appliances and equipment not owned by the Town are the responsibility of the successful bidder.

- 5. Can alcohol be sold retail? (UPDATED 9/12/16)**

~~Not with the current license. The Concessionaire would need to formally request permission from the Nantucket Parks and Recreation Commission as well as the Nantucket Board of Selectmen, and if approved, then apply for the appropriate package store license(s) with the Commonwealth and the Town.~~

No, the space is licensed as a Restaurant and cannot hold dual licenses to also sell alcohol in a Retail setting. Restaurant and Retail are two separate Licenses: "Restaurant, On-Premise License" (alcohol consumed on the Premises) and a "Package Store Off-Premise License" (alcohol must be consumed off the premises from where it was purchased). The premises would need to be completely separate operations and that is not possible in this space.

**NEW SUBMITTED QUESTIONS**

- 1. Are all of the tables, picnic tables, chairs and bar stools owned by the current concessionaire or the town of Nantucket?**

The bar, high tops, chairs and bar stools belong to the current Concessionaire. The picnic tables belong to the Town.

2. **Could the concessionaire that is awarded the RFP for Jetties Beach Concession place a walk-in refrigeration to the rear of the building near the trash cans and behind the privacy fence?**

Yes, the Concessionaire may be able to place walk-in refrigeration to the rear of the building as long as it fits within the leased area, meets flood zone requirements (elevations), has the approvals of the Town Facility Manager and Town Inspectors, obtains proper permitting (Building, Historic District Committee, etc.) and is secured from the public.

3. **Are there any maintenance or facilities upgrades planned for the restaurant, kitchen, restrooms, outdoor area and apartment upstairs for the off season that will be paid for the Town of Nantucket or current concessionaire?**

There are no major upgrades or facility improvements in the current 5-year Capital Plan aside from on-going general maintenance. For the FY18 Capital Spending Requests, the Town is submitting upgrade requests for the Bathhouse but those improvements are not yet approved by the Capital Committee, Finance Committee or the Board of Selectmen, all of whom must approve such spending requests.

4. **What date will the new concessionaire take [possession] of the restaurant at Jetties Beach after the RFP is awarded?** The lease is effective January 1, 2017. The Concessionaire is allowed to enter the facilities however the facilities' utilities are normally shut off until May.

5. **What date will all furniture, fixtures and equipment owned by the current concessionaire be removed from the restaurant and retail space at Jetties Beach?** Should the situation arise, the current concessionaire will have until January 1, 2017 to remove all items unless otherwise mutually agreed upon by the current concessionaire, the new concessionaire and the Town (through the Facilities Manager).

6. **What has been the revenue at the restaurant and retail space at Jetties Beach for each of the last three years?**

The Town does not have data on the current Concessionaire's revenues. It is not a requirement in the current contract to provide the Town or the Parks and Recreation Committee with this data.

7. **Can the concessionaire that is awarded the contract for the Jetties Beach restaurant and retail space also rent beach chairs and umbrellas for the public beach? If yes, will they have exclusive rights to that business?**

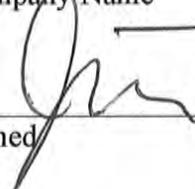
Yes, the Concessionaire rents chairs and umbrellas to the public for the public beach exclusively. The Town does not award any other business licenses to do this at Jetties Beach.

TOWN OF NANTUCKET  
ADDENDUM ACKNOWLEDGMENT FORM  
RFP – JETTIES CONCESSION AND RETAIL  
ADDENDUM NO. 3 ACKNOWLEDGEMENT

September 13, 2016

**I ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND UNDERSTAND I MUST ENCLOSE THIS SIGNED ACKNOWLEDGMENT AS PART OF MY PROPOSAL.**

Jetties Beach Inc  
\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Signed

9/23/16  
\_\_\_\_\_  
Date



# Town of Nantucket

## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

A handwritten signature in black ink, appearing to be "J. Smith", written over a horizontal line.

Signature of person signing bid or proposal

The handwritten name "Jetties Beach Inc." written in black ink over a horizontal line.

Name of Business



# Town of Nantucket

## TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

20-8367920  
Federal Employer ID Number

Jetties Beach Inc  
Name of Corporation

By: [Signature]  
President's Signature

Date: 9/23/16

**Exhibit I  
DISCLOSURE STATEMENT  
DISPOSITION OF REAL PROPERTY**

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c. 7 §40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: Town of Nantucket, Massachusetts
2. Complete Legal Description of Real Property: Concession Facilities  
4 Bathing Beach Road,  
Nantucket, Massachusetts
3. Type of Transaction:             Sale                                     Lease or rental for Five years: (term)
4. Seller(s) or Lessor(s):

Purchaser(s) or Lessee(s):

6. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. *Note: if a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock or corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.*

Name	Address
Jetties Beach Inc	P.O. Box 3464 Nantucket 02584
John Marshall Thompson	President
Petrick Ridge	One China's Way Nantucket 02584

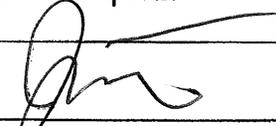
None of the person(s) is an official elected to public office in the Commonwealth of Massachusetts, except as listed below:

Name	Title or Position

7. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains of penalties of perjury that this form is complete and accurate in all respects.

Signature		Date: 9/23/17
Printed Name	John Marshall Thompson	
Title	President	

# Starfish fish

AT THE JETTIES

Presented By:

cherry pie  hospitality

FRESH and DELICIOUS

## Table of Contents

About Us.....	1
Technical (Non-Price) Proposal.....	2
Concept.....	3
Sample Menu.....	5
Large and Small Event Management.....	7
Restaurant Experience and Nantucket References.....	8
Executive Team.....	9
Local Partners.....	12
Press.....	13



## About Us

So what is Cherry Pie Hospitality? Well, we are food people. From the inside out. Founded by Lee Ellis, Jim Mills and Chris Vestal, Cherry Pie Hospitality creates unique tastes and memorable dining with every one of our restaurants. That's how we bring good food to other food people just like us. But we also take pride and joy in delivering exceptional service and true hospitality.

Cherry Pie Hospitality operates restaurants in Texas and California, including State Fare Kitchen & Bar, Pi Pizza, Lee's Fried Chicken & Donuts and Petite Sweets in Houston, Texas and Bradley's Fine Diner in Menlo Park, California. All of the Cherry Pie Hospitality Restaurants are gathering places for locals, especially families. We take pride in supporting local farmers and other vendors, with all of our restaurants, to showcase the best each location and community has to offer. We hope to bring the same dedication to the concession at Jetties Beach. We feel so strongly about immersing ourselves in the community that we have partnered with longtime residents of the island, Chris Yates and Andrew Perlman.

We would like to share our unique form of hospitality with the community in Nantucket in the form of Starfish at The Jetties.



## Technical (Non-Price) Proposal Checklist

**Duration of Season:**

5/12/17-10/15/2017

2017-2021 from the third week in May, through Columbus Day weekend

**Hours of Operation:**

5/11/17 – 6/15/17; Fri. – Sun.: 10am - 8pm

6/16/17 – 9/ 4/17; Sun. – Thurs.: 9am - 10pm, Fri. & Sat.:9am - 11pm

9/5/17 – 10/9/17; Friday – Sunday: 10am - 8pm

**Sample Menu:** See Attached

**Large and Small Event Management:** See Attached

**Proof of Financial Stability:**

Carson Hughes

Vice President,

Allegiance Bank

13100 Northwest Freeway Suite 100 Houston, TX 77040

Direct Phone: (281)894-3260

**References:** See Attached

**Proof of Insurance:** See Attached



## CONCEPT

Starfish at the Jetties will be a family friendly restaurant where locals and visitors of all ages will go to settle in, relax and enjoy fresh, made from scratch food in a casual, fun atmosphere. Starfish will have one of Nantucket's best ocean views and a comfortable airy dining room featuring an expansive bar and custom oyster bar that will feature nightly live music. The menu will feature everything from appetizers, soups, salads, fresh market seafood, burgers, sandwiches, brunch fare, sides, as well as, classic New England desserts.

There will be a strong emphasis on sourcing local with simple and classic preparations. The bar will prepare delicious handcrafted cocktails and offer curated wine and beer lists focused on local breweries and perfectly paired wines. Starfish will provide exquisite service to its guests who will come for the food and stay for the experience. During the approved season, the restaurant will provide unique and useful spaces for entertaining and events of 20 to 250, including a large, deck and space for larger parties on the beach in a tent. Starfish will offer lunch and dinner daily, brunch Saturday and Sunday, and happy hour Monday through Thursday.

Appetizers at Starfish will include items that are fun, fresh and delicious. All will be made in-house and perfect for sharing. The menu will be a thoughtful presentation of both classic and adventurous seafood dishes combined with many American comfort food staples offered with fine service and simple decor exuding both elegance and warmth. Entree sized salads will give guests lighter fare with hearty protein portions, handcrafted dressings and local organic ingredients.

Guests will savor the grass-fed beef and pork options, while seafood lovers will appreciate the locally sourced sustainable choices that abound on the "Plates" portion of the menu. Fresh, organic free-range chicken and many vegetarian options will provide diners with something tasty and light.

Sandwiches at Starfish will be made on locally made, artisan breads and served with house-made hand cut fries. There will be sustainable seafood sandwich options, grass-fed burgers, a free-range chicken sandwich, as well as many others to satisfy every appetite.



## CONCEPT CONTINUED:

No detail left undone, our list of "Sides" will offer popular mouthwatering choices, a variety of vegetables, and creative combinations that can easily be shared. Finally, topping it all off will be fresh, delicious desserts made daily in house.

In addition, Starfish at the Jetties will feature a family friendly and casual to-go window that will serve classic "clam shack" favorites including fried clams and oysters, lobster rolls, hamburgers, hot dogs, salads, ice cream and soft drinks. All to-go items will be served in 100% compostable packaging.

While it is our goal to hire as many locals as possible we understand that the labor pool on the island is limited. We are planning on rotating members of our Executive Team and support staff to the concession at the Jetties throughout the season. We have already identified a resource for staff housing should we be awarded the contract.

# Starfish

AT THE JETTIES

## - RAW BAR -

### OYSTERS, CLAMS

served with fresh horseradish, cocktail sauce, mignonette, saltines and lemon

## - COLD BAR -

### DRESSED LOBSTER

in the shell with lemon, evoo & herbs

### CHEF'S DAILY CRUDO

### SHRIMP CEVICHE

with avocado, shaved Fresno pepper and sweet lime with warm tortilla chips

### MEXICAN CHILI GRILLED OCTOPUS

with potatoes and roasted sweet pepper

## - BOWLS -

NEW ENGLAND CLAM CHOWDER with chervil

CLASSIC LOBSTER BISQUE with brandy

PORTUGUESE FISH CHOWDER

CANNELLINI BEAN AND KALE SOUP with turkey sausage

## - SNACKS -

### DILL PICKLE DIP

with house BBQ potato chips

### FRIED IPSWICH CLAMS

with tartar sauce

### GUACAMOLE

with tomato, onion and garlic & warm tortilla chips

### CRISPY POINT JUDITH CALAMARI & PEPPERS

with spicy marinara and garlic aioli

### CURRY ROASTED CAULIFLOWER

with coriander & yogurt chutney

### CORNMEAL FRIED OYSTERS (5)

on spicy tomato crouton with bearnaise

### MEATLOAF MEATBALLS (5)

with bacon & peppery tomato glaze

### LITTLENECK CLAMS

with linguica, white wine and tomatoes

### P.E.I. MUSSELS

with garlic, white wine and Irish butter

### PEEKYTOE CRAB AND CREAMED CORN HUSHPUPPIES (5)

with creole remoulade

## - SALADS -

add grilled chicken, shrimp or salmon

*dressings: green goddess, lemon vinaigrette, house buttermilk ranch, thousand island*

### GREENS

with dressed tomatoes, crisp vegetables, toasted almonds & green goddess dressing

### BARTLETT'S TOMATO AND BURRATA CAPRESE

with arugula, evoo and sherry vinegar

### WHOLE LEAF CAESAR SALAD

with peppery croutons and parmigiana

### QUINOA AND CRISP VEGETABLE SALAD

with roasted beets, goat cheese, kale, arugula & pistachios

### BARELY SEARED TUNA SALAD

with green beans, potato, tomato, boiled egg, olives, greens w/ lemon vinaigrette

### SHRIMP LOUIE

in iceberg lettuce bowl w/ avocado, cucumber & tomato

## - SANDWICHES -

*served with choice of handcut french fries or crisp vegetable salad & lemon vinaigrette*

### LOBSTER ROLL

lightly dressed on brioche bun with housemade salt 'n vinegar chips

### CHEESEBURGER

mustard sizzled bun, american cheese, tomato, iceberg, pickles, onion & Lee's burger sauce

### CHICKEN SANDWICH (FRIED OR GRILLED)

with american cheese, tomato, iceberg, pickles, onion & Lee's burger sauce

### FISH SANDWICH

beer battered haddock, american cheese, iceberg, tartar sauce

### GRILLED PIMENTO CHEESE

on sourdough with bacon and whiskey grilled onions

### HOUSE MADE VEGBURGER

brown rice, black beans, oats & mushrooms with tomato, iceberg, pickles & onion

### KAYEM OLD THYME HOT DOG

with chili sauce & melty cheese or brown mustard & red onion relish

- PLATES -

FISHERMAN'S PLATTER fried haddock, shrimp, oysters, clams and calamari with cole slaw, handcut fries & creamed corn hushpuppies  
 SEARED DAY-BOAT SCALLOPS on creamed corn with roasted asparagus  
 PAN FRIED HALIBUT with wilted spinach, dilled red skinned potatoes & lemon butter  
 FISH 'N CHIPS beer battered haddock with fries, cole slaw, malt vinegar and tartar sauce  
 SEARED SALMON "STEAK" with horseradish potatoes and sauce of capers, chopped egg and chervil  
 GRILLED OR STEAMED LOBSTER with red potatoes, corn and lemony butter  
 STEAK FRITES 10 oz sirloin and handcut fries with sizzled mushroom caps and bearnaise  
 WILD-CAUGHT GULF OF MEXICO FRIED SHRIMP with cole slaw, handcut fries & creamed corn hushpuppies  
 SOUTHERN FRIED CHICKEN HALF with mashed potatoes and bacony green beans  
 QUINOA RISOTTO-STYLE with garden vegetables and parmigiana

- SIDES -

SIDE SALAD with crisp vegetables, choice of dressing  
 ROASTED ASPARAGUS  
 CREAM 'N BUTTER MASHED POTATOES  
 WILTED SPINACH  
 FRIED CAULIFLOWER tossed with majik dust  
 FRESH SHUCKED CREAMED CORN  
 HANDCUT FRIES  
 BUTTER SIZZLED MUSHROOM CAPS  
 BACONY GREEN BEANS

- MAC 'N CHEESE -

CLAMBAKE lobster, clams, mussels & peekytoe crab  
 CHEESEBURGER chunky hamburger tomato & whiskey grilled onions  
 PURIST double cheese and butter toasted breadcrumbs



- SWEETS -

MOM'S YELLOW CAKE with chocolate icing  
 BLUEBERRY GRUNT with vanilla custard  
 DOUBLE CHOCOLATE CHUNK BROWNIES  
 SPIDER CAKE  
 CRANBERRY TARTINE  
 CREAMY LEMON PIE with graham cracker crust and whipped cream  
 APPLE CAKE WITH WALNUTS  
 FROZEN CUSTARD



- YOUNGSTERS -

12 and under  
 served with choice of fries, mashed potatoes or green beans, fish fruit  
 CHICKEN BREAST STRIPS (FRIED OR GRILLED)  
 HAMBURGER OR CHEESEBURGER WITH BURGER SAUCE  
 HOT DOG  
 MAC 'N CHEESE  
 GRILLED CHEESE

Breakfast

- CATHEAD BISCUIT BREAKFAST SANDWICHES -

add an egg, scrambled or over easy to any biscuit  
 REGULAR choice of our pork sausage, 3 oz. hamburger patty, or turkey breakfast sausage with american  
 BIRD fried chicken breast, American cheese, sweet pickle  
 BIRD DELUXE fried chicken, bacon, american cheese, honey  
 SOUTHERN sausage and cream gravy

- EGGS & OMELETS -

AMERICAN BREAKFAST 2 eggs any style, bacon or sausage patty, griddled tomato, breakfast potatoes, toast  
 CHEESE OMELET bacon or sausage patty, griddled tomato, breakfast potatoes, toast  
 LOBSTER OMELET griddled tomato, breakfast potatoes, toast  
 SIRLOIN MINUTE STEAK with 2 eggs any style, griddled tomato, breakfast potatoes, toast

BISCUITS (2) SMOTHERED WITH SOUTHERN CREAM GRAVY ... add 2 eggs any style  
 BUTTERMILK PANCAKES with whipped butter & maple syrup ...add blueberries or chocolate chunks  
 BREAKFAST PARFAIT greek yogurt, berries, honey and gluten free granola





## **Large and Small Event Management**

### **Private Functions/Special Events:**

While our main focus will be operating the Concession facility and retail business by ensuring that each customer receives prompt, efficient, and courteous service, we will also dedicate our energies to securing private functions and special events on approved dates.

For large events, our marketing team will be reaching out to event planners in the New England area and on the Island with a plan to submit a list of all confirmed events on or before May 1, 2017. Should we book additional events following May 15th, we will submit a 'Beach Event Form' to the Town of Nantucket as soon as they are scheduled. Large events will range in scope to include social, corporate and wedding celebrations not to exceed 250 persons. We will require all large events to provide a tent and an agreement that Concession operations cannot be interrupted while hosting events. In addition, an experienced Manager will be present at all events to oversee and act on behalf of the Concessionaire.

Our marketing team will target opportunities for small events (up to 40 persons) in the dining room and on the patio while not interfering with our Concession guests. We anticipate these groups to be comprised of family gatherings, business meetings and birthday/anniversary/life event celebrations. Consistent and continuous efforts will be made to offer the community an additional outlet for 'family friendly' get-togethers in addition to phenomenal concession and retail service.

Starfish will have the capacity to provide selections from our menu as well as full custom offerings based on desired cuisine and dietary preferences. We are continually expanding our culinary repertoire while we remain dedicated to our commitment to feature the highest quality local, seasonal, organic and sustainably farmed ingredients when possible.



## Restaurant Experience

### Texas

#### **State Fare Kitchen and Bar**

947 Gessner Rd  
Houston, TX  
77024

#### **Pi Pizza**

181 Heights Blvd  
Houston, TX  
77008

#### **Lee's Fried Chicken and Donuts**

601 Heights Blvd  
Houston, TX  
77007

#### **Petite Sweets**

2700 West Alabama  
Houston, TX  
77098

### California

#### **Bradley's Fine Diner**

1165 Merrill St  
Menlo Park, CA  
94025

## Nantucket References

#### **Attorney Michael Leon**

Email: [mleon@nutter.com](mailto:mleon@nutter.com)

Phone: 617-439-2815

#### **Jody A Pratt**

Energy Consulting LLC

[jameden@gmail.com](mailto:jameden@gmail.com)

802-249-5585

#### **Don Bracken**

Bracken Engineering

Email: [don@brackeneng.com](mailto:don@brackeneng.com)

Phone: 508-325-0044



## Executive Team

**Lee Ellis**, Founder and Partner, launched Cherry Pie Hospitality in April 2016. Prior to that, he was the co-owner and the driving force behind F.E.E.D. TX Restaurant Group and its many hot spots in Houston and Austin. An esteemed entrepreneur and visionary, his name is behind many popular Texas-based establishments including Belvedere, BRC Gastropub, Liberty Kitchen, Lee's Fried Chicken & Donuts, and Petite Sweets. As a partner in these successful hospitality establishments, Ellis is credited for being the work ethic and inspiration behind all of their success. Born in Lafayette, LA, the grandson of a sweet potato farmer, Ellis came to Houston at age 10 with his parents, who were homebuilders. After graduating from Lee High School, he opened his first business, a skate rental shop on Montrose. Next came a T-shirt screen-printing business, and in late 1992, he and a partner created a sportswear brand called Big Ball Sports, which by 1995, topped \$20 million in sales, an increase of 2,500 percent over the previous year. So successful, Big Ball Sports was listed as the fastest-growing private company by the Houston Business Journal. Ellis eventually sold the company and in 1999, began his foray into nightclubs with downtown Houston's Tonic & Tryst, The Social on Washington Avenue and also Belvedere. Ellis currently resides in the Historic Heights area of Houston with his wife Melissa and numerous pets. He is known for his passion of food, fashion and travel.

**Chris Vestal**, Partner and CEO, Chris' career in the restaurant industry began in High School working as a server in various restaurants in St. Louis, Missouri. Vestal joined the company as CEO in late 2015, and works closely with the Executive Team to provide oversight and direction in all aspects of the business. Prior to joining Cherry Pie Hospitality, Vestal was a Partner in Poplar Creek Foods growing the business to provide up to 10,000 grab and go food items a day out of the eighteen thousand square foot facility, to many clients in the San Francisco Airport, including all of the United Airlines lounges, American Airlines, Napa Farms Market and many more. He has also held the position of General Manager at MacArthur Park, located in the historic Julia Morgan building in downtown Palo Alto.



## Executive Team Continued:

**Jim Mills'** Partner, Jim Mills' roots in the restaurant industry spans more than 30 years. Mills, a Partner and Director of Operations in Cherry Pie Hospitality, provides culinary direction and leadership, while helping increase overall restaurant performance and ensuring company standards are strictly maintained. Mills served as Vice President of Operations for F.E.E.D. TX restaurant group prior to Cherry Pie Hospitality. He also spent close to 20 years with The Houstonian Hotel, Club and Spa, starting as an Executive Chef and ultimately moving to General Manager of the hotel, a position he held for nine years. Prior to that, he spent seven years as a chef with the Mansion on Turtle Creek and Hotel Crescent Court, both Rosewood Hotels in Dallas. Mills has served as Chairman of the Board for the Greater Houston Convention & Visitors Bureau in addition to volunteering his time with The Houston Food Bank, the Hotel & Lodging Association of Greater Houston and serving on the City of Houston's Art.

**Julie Swart**, Operations Director, grew up in Massachusetts where her hospitality career began in Cambridge, MA. At age 26, she moved to Los Angeles and was introduced to a more expansive world of restaurants during her time at Campanile and La Brea Bakery. While pursuing a graduate degree in Psychology and working at a restaurant in Northern California, Julie developed a deeper appreciation for food and service. Her passion for hospitality and love for wine created a strong foundation and inspired a change in her professional course. Julie worked at a number of restaurants in the Bay Area and as a long time vegetarian, felt completely at home during her years at Greens in Fort Mason. Working with Annie Somerville was a life changing experience and Julie embraced the restaurants' full circle sustainability format of sourcing locally and composting waste back to Green Gulch Farm in Marin. The relationships with the farmers, local artisans and wineries created a rich community deeply passionate about providing the best for each and every guest. Greens extensive wine program and training allowed Julie's passion for wine to continue to blossom. Following Greens, Julie enjoyed her time as Marketing Director for Olema Druids Hall, an exquisite property on Route 1 in Olema, CA. Her family then spent some time in Nashville where Julie had the pleasure of working on some of Nashville's highest-profile political and social events with Kristen Winston Catering. Julie and her family returned to the Bay Area in the summer of 2014 and she accepted a position at Samovar Tea Lounge in Yerba Buena Gardens where she oversaw a complete redesign of the dining room and kitchen. She currently lives in Millbrae, CA with her husband and two children.



## Executive Team Continued:

**Rob Harvey**, Operations Manager, with 20 years of experience in the hospitality industry, Rob Harvey has worked in every from of house position in a restaurant. His resume reads like a Who's Who of Houston restaurants, including Aries, Tony's, Brennan's, Ibiza, Max's Wine Dive, Block 7, Coltivare Pizza and Garden, Trinita and Sanctuary Bar. Harvey currently serves as head of Front of House Operations for Cherry Pie Hospitality, where he is responsible for daily operations of the company's restaurants, including restaurant performance, staffing as well as ensuring that the restaurant's high customer service standards are met.

**Laurie Harvey**, Beverage Director for Cherry Pie Hospitality, where she is responsible for the direction, development and implementation of the restaurant group's creative and noteworthy cocktail menus, training and educating each restaurant's team, as well as buying and overseeing the group's expansive wine and beer programs. Harvey has been behind the helm of some of Houston's most favored restaurant bar programs including Dolce Vita, Haven, Beavers, Philippe, Trinita and F.E.E.D. TX Restaurant Group. While at Trinita, she was the mastermind behind the buzzed about Sanctuari Bar at Trinita, where Harvey was nominated and won Best Bartender in Houston by *Eater*, winning favorite bartender from the online foodie site in 2014. Harvey was nominated and won in 2014 for Best Bar Service by My Table Magazine and also nominated in 2015 for Best Bartender by the Houston foodie bible.

**Lisa Gochman**, Director of Marketing for Cherry Pie Hospitality, where she works hand-in-hand with its partners on all spectrums of marketing and advertising, from social media and public relations, to promotional planning and event marketing. Previously, Gochman worked with F.E.E.D. TX Restaurant Group for four years and sold advertising for more than eight years for Houston Magazine, Modern Luxury – where she was the publication's top sales executive for seven consecutive years – and also became publisher of the magazine's local bridal glossy, Houston Brides. Gochman also served as a top sales representative for Caluco Outdoor Furniture in Los Angeles. She serves on host committees for various non-profits in Houston and was a Citizens for Animal Protection (CAP) Honoree in 2015. Having grown up in Houston, Gochman is deeply entrenched in the city's business, arts, entertainment and cultural scene. She founded the uber-popular Gochman Social Gazette blog in 2003.

## Nantucket Partners

**Andrew Perlman** is an entrepreneur and investor who founded pioneering businesses across six industries, including telecom, semiconductors, energy, natural resources, water, and biotechnology. Mr. Perlman is the co-founder and Managing Partner of Great Point Ventures, where he invests in companies solving major global problems. Andrew was profiled by the *Wall Street Journal* as one of its leading entrepreneurs "on the move," chosen by the *MIT Technology Review* as one of its 2009 "35 Innovators Under 35," and selected by *Crain's Chicago Business* as one of its 40 leaders under 40. Perlman grew up summering on Nantucket and now owns a home on the island.

**Chris Yates** has over two decades of experience as a business owner and entrepreneur. He has launched and run several diverse and successful businesses including Brothers Pizza [Maryland 1995-2000], Global Healthcare Resources [Washington, DC, Bethesda MD, Mexico City 2000-2001] and East Wood Trading [Nantucket, MA 2001 -present]. With his extensive knowledge of the restaurant business, the American health care system and the construction trades, Chris has extended his passions for discovery and education to successful businesses where initiative thrives.

The past 15 years have found Chris at home on Nantucket Island with family and partners as he has created and grown East Wood Trading, a primarily custom hardwood flooring company with an emphasis on reclaimed materials custom finishes. Combining chemistry and art, Chris has supplied reclaimed and other woods and then created custom finishes for many of Nantucket's finest homes and businesses. As designer and facilitator of many finish products, Chris has become an associate and partner with more than several European companies whose goals of environmental preservation and safety are as important as artistic expression.

While running East Wood, Chris partnered [Director 2013-present] in launching Island Gas, a tribute to his beloved uncle and fellow entrepreneur, Tony Yates [Yates Gas 1973-2004]. Most recently, in the interest of the island's energy needs, Chris was involved in the reacquisition of "Yates Gas" after it had been owned and operated by several other companies since 2004. Island Gas and Yates Gas companies supply most of Nantucket's restaurants with propane and the 24/7 service essential to their operation.

Now, as Vice President of Island Gas and Director of Yates Gas and Harbor Fuel, Chris is working with the local fuel industry's initiatives toward the masterplan of continued self-sufficiency and innovation.



### Lee's Fried Chicken & Donuts

Lee's is a staple of Houston's fried chicken scene, but this hallowed day brings a delicious new addition: H-Town style hot chicken. Inspired by Nashville's famous contribution to the world of fried chicken, Chef Lee Ellis isn't joking around when he says this chicken is hot. Just in case you're not able to head to Lee's today, rejoice – this new offering will be a permanent addition to the menu. - *Eater Houston*



### Lee's Creamery ice cream screams fresh and local

Restaurateur Lee Ellis didn't casually go about trying to create what he considers Houston's best locally made and locally sourced ice cream. It took him years to scoop together the time, energy, research, ingredients and recipes that eventually went into making his ideal version of frozen velvet - rich, airless and impossibly creamy - that now bears a name and a brand.

Lee's Creamery recently launched under Ellis' Cherry Pie Hospitality restaurant group, which includes State Fare, Lee's Fried Chicken & Donuts, Petite Sweets and the soon-to-open Pi Pizza. The ice cream is currently being served at all Cherry Pie stores - at Lee's Fried Chicken & Donuts, it also figures in a decadent ice cream sandwich made with two glazed doughnuts - in limited flavor varieties. - *Houston Chronicle*



### 31 New Burgers You Need to Try in Houston

**The Hicksburger-Beef Pattie at State Fare**  
Hungry patrons will rejoice over this tower of hot pastrami, grilled onions, Gruyère cheese and chicken fries, adorned with a signature burger sauce. - *Zagat*



### The 12 Hottest Restaurants to Try This Week – Houston

**Pi Pizza:** For four years, the Pi team served their pizzas from a roving truck. Now, they have an official brick-and-mortar home, where they are serving pies with names like Who's the Mac, with sauce, a mozzarella-provolone blend, bacon, and mac and cheese. Purists, fear not, there's also a pepperoni option made with "not-your-parents' pepperoni." - *Tasting Table*



### State Fare Brings Casual Southern Classics to Houston

Gourmet Frito pie? Yes, please. True to its name, Gateway Memorial's newest dining concept State Fare brings an exciting fun festival fare and combination of Southern style dishes to Houston diners. The casual, family-friendly eatery, which took over the space previously housed by Pour Society, is already a hit among locals for its diverse menu spanning from tangy pickle dip with house-made BBQ chips and roasted Gulf oysters to the wildly popular Frito pie. – *The Daily Meal*



Town of Nantucket

CERTIFICATE OF NON-COLLUSION

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A handwritten signature in black ink, appearing to be "A. [unclear]".

\_\_\_\_\_  
Signature of person signing bid or proposal

Cherry Pie Hospitality  
\_\_\_\_\_  
Name of Business



# Town of Nantucket

## TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

81-0851967  
Federal Employer ID Number

Cherry Pie Hospitality  
Name of Corporation

By: [Signature]  
President's Signature

Date: 9/18/16



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>BATY &amp; ASSOCIATES, LLC</b> 9575 Katy Freeway Suite # 450 Houston TX 77024	<b>CONTACT NAME:</b> Christi Chumchal <b>PHONE (A/C, No, Ext):</b> (713) 468-0700 <b>E-MAIL ADDRESS:</b> christi@batyins.com	<b>FAX (A/C, No):</b> (713) 936-2214
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Cherry Pie Hospitality, LLC</b> 1347 East 40th Street Houston TX 77022	<b>INSURER A:</b> Hanover Insurance Group	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** CL163401901 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZBDA86326000	2/28/2016	2/28/2017	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE		
								OTH-ER	
								E.L. EACH ACCIDENT	\$
								E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  KEB Warehouses JV 8801 Knight Road Houston, TX 77054	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Rick Baty/JANE 

# Town of Nantucket



OFFICE OF THE  
**TOWN & COUNTY  
CLERK**

16 Broad Street  
NANTUCKET, MASSACHUSETTS 02554-3590

Catherine Flanagan Stover, MMC, CMMC  
Town & County Clerk

(508) 228-7216

FAX (508) 325-5313

Home: (508) 228-7841

Email: [cstover@nantucket-ma.gov](mailto:cstover@nantucket-ma.gov)

[townclerk@nantucket-ma.gov](mailto:townclerk@nantucket-ma.gov)

WEBSITE: <http://www.nantucket-ma.gov>



August 9, 2016

Dear Mr. Kelly:

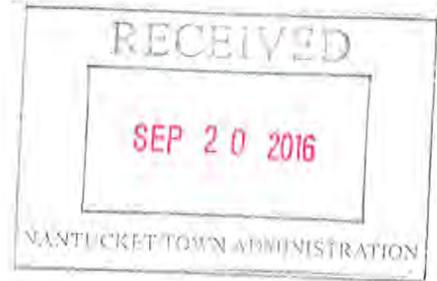
Would you please place the following announcement on the agenda for the Selectmen's meetings of October 5<sup>th</sup>, 12<sup>th</sup> and 19<sup>th</sup>:

*The Voter Registration deadline for the November 8, 2016 State Election will be Wednesday October 19<sup>th</sup> at 8 PM. Please use the Federal Street entrance after 4 PM.*

Many thanks for your kind assistance and support.



# Town of Nantucket



## OFFICE OF THE TOWN & COUNTY CLERK

16 Broad Street  
NANTUCKET, MASSACHUSETTS 02554-3590

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[townclerk@nantucket-ma.gov](mailto:townclerk@nantucket-ma.gov)

WEBSITE: <http://www.nantucket-ma.gov>



September 20, 2016

Dear Mr. Kelly:

Would you please place the following announcement on the agenda for the Selectmen's meetings of October 5<sup>th</sup>, 12<sup>th</sup>, 19<sup>th</sup>, and 26<sup>th</sup>:

*The Town Clerk has designated the site for Early Voting for the 2016 State Election will be the Nantucket Town & County Building at 16 Broad Street. The Early Voting period will be from Monday, October 24<sup>th</sup> through Thursday, November 3<sup>rd</sup>, from 8:30 AM until 3:30 PM, excepting holidays, and Friday, November 4<sup>th</sup> from 8:30 AM until 4:00 PM. Early voting by mail ends on November 4<sup>th</sup> at Noon.*

*The Town Clerk has designated a Central Tabulation Facility be established at the Nantucket High School at 10 Surfside Road on November 8<sup>th</sup> from 8 AM until 8 PM.*

Many thanks for your kind assistance and support.

***CONSENT AGENDA ITEMS FOR 10/05/16 SELECTMEN'S MEETING***

**1. Gift Acceptances**

Recommend the acceptance of the following gifts to Town agencies:

-- Natural Resources Dept: \$399.90 from second proceeds of Linda Zarella's book *Sea Saw* for Brant Point Shellfish Propagation Facility; 200 oysters from Great Point Oysters for oyster restoration site; \$480 from Proud Pour Inc. for Oyster Restoration Program

-- Our Island Home: \$57,949.59 from Estate of Nancy Chase for Our Island Home Gift Account

*Recommended Motion: To accept all gifts for their designated purposes, with thanks to the donors*

Town Administration will ensure that letters of thanks are sent.

# TOWN OF NANTUCKET NATURAL RESOURCES DEPARTMENT

2 BATHING BEACH ROAD  
NANTUCKET, MA 02554

(508) 228-7230



Board of Selectmen  
16 Broad Street  
Nantucket, MA 02554  
09/23/2016

Dear Board Members,

On behalf of the Natural Resources Department we are requesting that the Board of Selectmen accept the following gifts :-

- \$399.90 from the second proceeds of the late Linda Zarella's book *Sea Saw*. This donation will be put towards the Shellfish Hatchery.
- 200 oysters with an approximate value of \$200.00 from Gordan Fraser of Great Point Oysters. This donation will be put on the oyster reef as broodstock, which will enhance natural spawning at the oyster restoration site.
- \$480.00 from Proud Pour Inc. This donation will be used for the Oyster Restoration Program

We will be in attendance at the upcoming meeting of the Board to answer any questions that you have in regards to this gift and program. Thank you for your attention to this matter.

Sincerely,

Jeff Carlson,  
Town of Nantucket  
Natural Resources Coordinator



## OUR ISLAND HOME

9 East Creek Road  
Nantucket, Massachusetts 02554  
(508) 228-0462  
FAX (508) 228-6875

September 23, 2016

Nantucket Board of Selectmen  
Nantucket, MA. 02554

Dear Chairman Kelly,

I am writing to request that the Board accept the following gifts for Our Island Home:

- A check in the amount of \$57,949.59 from Nancy Chase. Please see the attached letter.

All donations will go to the Our Island Home Gift Account and the funds will be used to assist in means to enrich the daily lives of our residents.

Thank you in advance for your acceptance.

Sincerely,

Rachel K Chretien, NH Administrator  
Our Island Home



SUSAN L. STOREY, AIF<sup>®</sup>, CLTC

STOREY FINANCIAL SERVICES

September 2, 2016

Dear Board Members,

Nancy Chase was passionate about Nantucket and her Community. A true multigenerational Nantucket Icon!

Nancy believed in supporting her local community, young and old alike.

Enclosed is a charitable gift from Nancy, which she hoped would benefit your organization and make a difference in the lives of others.

Yours truly,

Susan Chase Ottison

~~125 ORANGE STREET, NANTUCKET, MA 02554 T 508-228-5656 EMAIL SUE@SSTOREY.COM~~

117 PLEASANT

SECURITIES AND ADVISORY SERVICES OFFERED THROUGH COMMONWEALTH FINANCIAL NETWORK<sup>®</sup> MEMBER FINRA/SIPC. A REGISTERED INVESTMENT ADVISER.

Fixed insurance products and services offered by Storey Financial Services are separate and unrelated to Commonwealth.



# NANTUCKET PRESERVATION TRUST

*Celebrating Nantucket's Architectural Heritage*

September 27, 2016

Erika D. Mooney  
Executive Assistant to the Town Manager  
Town of Nantucket  
13 Broad Street  
Nantucket, MA 02554

## BOARD OF DIRECTORS

### *Executive Committee*

Ken Beaugrand, *Chairman*  
David Brown, *President*  
Michael Ericksen, *Vice President*  
Anne Troutman, *Vice President*  
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Thomas Maxwell Mundy  
Dennis Perry  
Esta-Lee Stone  
Marie Sussek  
Pam Waller  
Suellen Ward

### *Director Emeritus*

Susan Boardman

### *Counsel*

Henry Ian Pass, Esq.

### *Executive Director*

Michael May

Dear Erika,

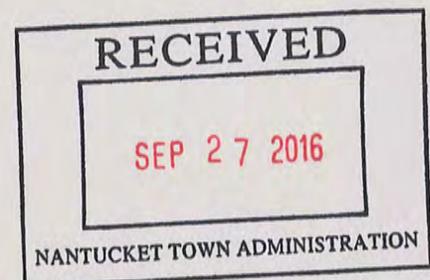
We are requesting the required review by the Board of Selectmen for the enclosed preservation restriction of the Hospital Thrift Shop at 17 India Street (the Timothy Horsfield House). The Nantucket Preservation Trust will hold the preservation restriction which is required as part of the Thrift Shop's Community Preservation Fund grant.

To facilitate the review we are submitting the most recent restriction draft along with the Massachusetts Historical Commission's review letter. Comments received from MHC have been incorporated into this document. Please note that the historic name associated with the property and referenced in past histories as well as the MHC letter is incorrect and this information has been corrected in the restriction.

Please let me know if you need other material in order to expedite this process. Thank you.

Sincerely,

Michael May  
Executive Director





**The Commonwealth of Massachusetts**  
William Francis Galvin, Secretary of the Commonwealth  
Massachusetts Historical Commission

July 5, 2016

Brian Pfeiffer  
147 Brattle St  
Cambridge MA 02138

RE: Preservation Restriction Agreement, Hoxsey-Macy House, 17 India Street, Nantucket, Massachusetts

Dear Brian:

Staff of the Massachusetts Historical Commission (MHC) have reviewed the draft Preservation Restriction Agreement for the above-referenced property included with your correspondence of May 17, 2016, received at MHC on May 19, 2016. The following comments are provided under the MHC's approval authority for preservation restrictions under M.G.L. Chapter 184, Section 32.

The Hoxsey-Macy House is listed in the State and National Registers of Historic Places as a contributing property to the Nantucket Historic District, is historically significant for its architecture, associations, and/or archaeology, and qualifies for the protections of a perpetual preservation restriction under M.G.L. Chapter 184, sections 31-33.

The MHC is prepared to approve the preservation restriction for the Hoxsey-Macy House conditional upon incorporation of the following comments:

- 1) Page 4, Paragraph 2.1, last line: correct reference to "6(b)" to "6(c)".
- 2) Page 9, Paragraph 8, section 2, line 7: please revise the phrase "may then agree to extinguish" to "may then agree to seek to extinguish". [Keeping in mind that extinguishment is subject Town and MHC approvals.]
- 3) Page 15. Paragraph 18, line 5: please revise the phrase "to notify Grantee in writing" to "to notify Grantee in writing promptly". [Time being of the essence in such matters, the requirements of this paragraph should be consistent with those of Paragraph 16(d).]
- 4) Page 20. Schedule of Exhibits. Please revise to: "C. Documentary Photographs of the Building taken March 16, 2016"
- 5) Pages 23-27. Exhibit C. Please add pagination bottom center on the final version; currently missing. Note that the final prints included with the original agreement(s) should meet minimum MHC archival print standards. (Prints submitted with the draft are not archival quality).

220 Morrissey Boulevard, Boston, Massachusetts 02125  
(617) 727-8470 • Fax: (617) 727-5128  
[www.sec.state.ma.us/mhc](http://www.sec.state.ma.us/mhc)

6) Pages 28-32 Exhibit D. Form B – Building.

- a) Front of Form – Area(s) Box is blank. Should be = C,D
- b) Right Column, under the boxes and above the Town/City line, please enter designation information: NHL/NRDIS 11/13/66; LHD 6/14/70
- c) All Continuation Sheet headers. Please substitute Nantucket for Town, substitute 17 India St for Address.

7) Form B Historical Narrative. As there is no Inventory documentation presently on file with MHC for this property, some additional information on the historical associations of the building would be helpful for the record of this agreement and for MHC files. While the 1970 HABS form is referenced, the full information on the ownership history of the property that is included in the HABS documentation has not been included on this inventory form. This at least should be added.

The following are some additional notes on the history of this property:

The HABS record gives this house a different historic name, the Obediah Wood House, apparently based on the purchase price evidence that the house had been built when Wood sold to Hoxsey and Macy in 1792. Lacking more details about Wood, Hoxsey and Macy, I have a feeling that the first real owner/occupants may have been Timothy and Amy Horsefield.

Given current available web-based research tools such as Ancestry.com, the skeletal chain of ownership and biographical information included in the HABS record is readily enhanced with at least a few additional biographical details on some of the principals. Perhaps some other research has been conducted on this property, but a quick check of some standard sources turns up, for example:

Birth and death dates for mariner Stephen West (c1775-1859).

Long time owner August C. Morse (1808-1891) was principal of Nantucket High School from the year of its founding in 1838 to 1855.

Mary L. Ayers (1863-1931) was Nantucket born of Irish immigrant parents. In 1900 she headed a household that included 4 younger siblings and 2 boarders: brothers John (a 31), a plumber, Anthony (a29), a printer, and Frederick (26), a surveyor; sister Annie (a 27); boarders George Richard (a dentist) and 82 year-old widow Judith Mitchell. In 1910 the census described Mary Ayers as a boardinghouse landlady. Enumerated in the household were brothers Anthony and Frederick, both real estate agents; Sarah Lacy (54) the household cook; and one boarder, Shirley Irving. By 1920 the Ayers had moved to 10 Hussey St., and in 1922 the house was sold out of the Ayers family to Elizabeth Worth Ide (1849-1939) and Lilla Downs Ide (1858-1944). (In 1920 Lilla Ide – who had had a career as a teacher in various locations - was living at 16 Louisburg Square in Boston, in a house that William Dean Howells had rented briefly in 1882, before he settled in at 4 Louisburg Square. Sixty-one year old Ide headed a household here in 1920 that included 7 other single women lodgers.) Sources show the sisters living at 17 West Chester St in Nantucket in 1930 (apparently the address at that date of the house?). Following the mortgage default (after the death of Lilla Ide) to Mary Ayers' estate, the property was purchased at auction by the Hospital Thrift Shop from Frederick Ayers, estate administrator.

Once in final form, the preservation restriction agreement should be executed. Once approved by the Town of Nantucket Board of Selectmen, the complete original agreement (or multiple originals if they are created) with all exhibits may then be forwarded to the MHC for signature approval. Please check that all notary signature verifications have been completed correctly, as

errors and omissions by notaries are common, and will cause delays in MHC approval. Once approved, MHC will return the agreement for recording at the registry of deeds. Once recorded we request the return of a complete registry facsimile copy, showing book-and-page and date received stamps for our files.

Please also provide a digital Word file of the final version of the inventory Form B, together with a .pdf or .tiff file of the primary photograph included on the front of the form.

Please don't hesitate to contact me with any questions regarding the comments included in this letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Steinitz', with a long horizontal flourish extending to the right.

Michael Steinitz  
Deputy State Historic Preservation Officer  
Director, Preservation Planning Division  
Massachusetts Historical Commission

Xc: Michael May, Nantucket Preservation Trust

**GRANT OF  
HISTORIC PRESERVATION RESTRICTION**

**THIS HISTORIC PRESERVATION RESTRICTION** is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between HOSPITAL THRIFT SHOP, a nonprofit Massachusetts corporation with a mailing address of 17 India Street, PO Box 3, Nantucket, Massachusetts 02554 (hereinafter "Grantor") and the NANTUCKET PRESERVATION TRUST, INC., a nonprofit Massachusetts corporation with a mailing address of Post Office Box 158, Nantucket, Massachusetts 02554 (hereinafter "Grantee").

**WITNESSETH:**

WHEREAS, Grantor is the owner of that certain parcel of land, together with the building thereon, located in Nantucket, Nantucket County, Massachusetts, now known and numbered as 17 India Street, being the property on that certain map entitled "Sanborn Insurance Company maps" recorded with Nantucket Deeds in Book of Plans No. 3 p. 21 (hereinafter "the Property"), a copy of which is attached hereto and incorporated herein by reference as Exhibit B, by virtue of deed dated October 31, 1945 recorded with Nantucket County Registry of Deeds in Book 110, Page 547. The Property is bounded and described as set forth in Exhibit A attached hereto and incorporated herein by reference and includes the following structures:

The Timothy Horsfield House was constructed shortly after 1800 by Timothy Horsfield, tin-plate maker, and enlarged during the nineteenth and twentieth century by the addition of two ells and two shed additions. Set close to the sidewalk on India (formerly Pearl) Street, the Horsfield House and its additions (hereinafter called collectively the "Building") contribute to the distinctive historic streetscape of India Street with its closely spaced houses built out to the sidewalk. The Building's high brick foundation, timber-frame construction, scale and details are characteristic of historic building patterns in the Nantucket Historic District. Expanded in stages to accommodate changing uses from single-family house, to summer boarding house and, after 1945, Hospital Thrift Shop, the Building is now composed of five sections, namely: a two-storey main house of timber-frame construction (hereinafter "Main House"), a one and one-half storey ell built as a kitchen ell between 1800 and 1825 (hereinafter "Middle Ell"), a one-storey north ell constructed for the Hospital Thrift Shop in the mid-twentieth century between 1949 and 1960 (hereinafter "North Ell"), a one-storey shed addition on the east wall of the Middle Ell (hereinafter "South Shed Addition") and a one-storey shed addition on the east wall of the North Ell (hereinafter "North Shed Addition"), both of which were constructed for the Hospital Thrift Shop in the mid-twentieth century (ca. 1949-1960).

WHEREAS, the Property and the Building contribute to the historic setting of the surrounding historic district;

WHEREAS, the Community Preservation Committee of Nantucket (hereinafter the "CPC") has determined that it is important that the property and the exterior of the building be preserved and that they remain available for the benefit of the people of the Town and County of Nantucket, and in support of such interest recommended that Town Meeting appropriate for the Community Preservation Fund the sum of \$115,000 to be used for the preservation of the Property and the exterior of the Building (hereinafter the "Grant");

WHEREAS, the 2015 Annual Town Meeting, therefore voted under Article 35 to appropriate the funds recommended by the CPC for the Grant and required as a condition of this appropriation that the Grantor convey an appropriate historic preservation restriction to a qualified recipient, a copy of said vote is attached as Exhibit F herein;

WHEREAS, Grantee is authorized to accept historic preservation restrictions to protect property significant in local, state, and national history and culture under the provisions of Mass. Gen Laws c. 184, §§31, 32, and 33 (hereinafter "the Act");

WHEREAS, Grantee is a publicly supported, tax-exempt, nonprofit organization whose primary purposes include the preservation and conservation of sites, buildings, and objects of local, state, and national significance and is a qualifying recipient of qualified conservation contributions under Section 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (hereinafter "the Code");

WHEREAS, the Building is significant for its architectural design and historic uses that reflect the economic, aesthetic, and cultural history of Nantucket, Massachusetts, and that illustrate historic design, setting, materials, and workmanship;

WHEREAS, because of its architectural, historic, and cultural significance the Property is a contributing resource within the Nantucket Historic District, listed in the National Register of Historic Places and as a National Historic Landmark on November 13, 1966, as amended on October 16, 2013, is included in the Nantucket Historic District established by the Town of Nantucket on June 4, 1970, and is included in the Massachusetts State Register of Historic Places;

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter the "preservation values") and significance of the Building and Property, and have the common purpose of conserving and preserving the aforesaid preservation values and significance of the Building;

WHEREAS, the preservation values of the Building and the Property are documented in a set of reports, drawings, and photographs (hereinafter the "Baseline Documentation") attached hereto and incorporated herein by reference, which Baseline Documentation the parties agree provides an accurate representation of the Property as of the effective date of this grant;

WHEREAS, the Baseline Documentation shall consist of the following: (1) a plan of the property at 17 India Street from the Nantucket Assessor's Maps, shown as Parcel #42.3.1 117, a copy of which is attached hereto and incorporated herein by reference as Exhibit B; (2) a set of ten (10) exterior photographs produced by Brian Pfeiffer, architectural historian, dated July 14, 2016 copies of which are attached hereto and incorporated herein by reference as Exhibit C; and (3) historical documentation consisting of a Massachusetts Historical Commission Inventory Form B of the Property, prepared by Brian Pfeiffer dated May 10, 2016, a copy of which is attached hereto and incorporated herein by reference as Exhibit D, said documentation to be kept on file at the offices of the Grantee.

WHEREAS, the grant of a preservation restriction by the Grantor to Grantee on the Property and the exterior of the Building will assist in preserving and maintaining the Property and the exterior of the Building, and its architectural, historic, and cultural features for the benefit of the people of the Town and County of Nantucket, Commonwealth of Massachusetts, and the United States of America; and

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, a preservation restriction in perpetuity on the Property and the exterior of the Building pursuant to the Act;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Act, Grantor does hereby voluntarily grant and convey unto the Grantee this preservation restriction (hereinafter "the Restriction"), in perpetuity, over the Property and the exterior of the Building, and expressly excluding any and all other property now or hereafter belonging to the Grantor.

1. PURPOSE. It is the Purpose of this Restriction to assure that the architectural, historic, and cultural features of the Property and the exterior of the Building as defined herein will be retained and maintained as set forth herein forever substantially in their current condition for conservation and preservation purposes. To these ends, subject to Paragraphs 2 and 3 of this Restriction, the Property and the exterior of the Building will be retained and maintained forever substantially unchanged so that they continue to contribute to the historical setting and significance of the Nantucket Historic District; and any change of the Property or the exterior of the Building that will

significantly impair or interfere with the preservation values of the Property or the exterior of the Building is hereby prohibited.

## 2. GRANTOR'S COVENANTS.

2.1 **Grantor's Covenants: Covenant to Maintain.** Grantor agrees at all times to maintain, replace, repair, and reconstruct the exterior of the Building, as hereinafter set forth, as necessary to preserve the exterior of the Building in substantially the same structural condition and state of repair as that existing on the effective date of this Restriction. Grantor's obligation to maintain shall also require that the Property's landscaping be maintained in good appearance. Existing parking areas and paths at east and north of the Building will be maintained in their present configuration; existing lawn areas west of the Middle and North Ells shall be maintained as either lawns or planting beds. Vegetation and screening shall be maintained such that the Building remains visible from the public rights of way on India Street. Subject to the casualty provisions of Paragraphs 7 and 8 of this Restriction, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the exterior of the Building whenever necessary in accordance with *The Secretary of the Interior's Standards for the Treatment of Historical Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* (36 C.F.R. 67 and 68), as these may be amended from time to time (hereinafter "the Secretary's Standards"). For the purpose of identifying categories of Major Maintenance requiring review and approval by Grantee and Minor Maintenance that, pursuant to Paragraph 6 hereof, does not require such review, copies of maintenance guidelines are attached hereto and incorporated herein by reference as Exhibit E and hereinafter referred to as the "Restriction Guidelines." Grantor's obligation to maintain shall be subject to the provisions of Paragraphs 3.1(f) and 6 hereof.

2.2 **Grantor's Covenants: Prohibited Activities.** The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise conditioned in this Paragraph:

(a) the Building shall not be demolished, removed, or razed except as provided in Paragraphs 7 and 8 hereof;

(b) nothing shall be erected or allowed to grow on the Property that would impair the visibility of the Building from India Street;

(c) the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property;

(d) the Property shall not be divided or subdivided in law or in fact, except for minor lot line adjustments that do not result in the creation of additional buildable lots; and

(e) no aboveground utility transmission lines, except those reasonably necessary for the existing Building or made pursuant to utility easements already recorded, may be created on the Property.

### 3. GRANTOR'S CONDITIONAL RIGHTS.

3.1 **Conditional Rights Requiring Approval by Grantee.** Without the prior express written approval of Grantee, which approval may not be unreasonably withheld, but which may be subject to such reasonable conditions as Grantee in its discretion may determine, Grantor shall not undertake any of the following actions on the Building:

(a) alter the following features of the Building, subject, however, to the maintenance covenants of Paragraph 2.1 hereof:

- (1) the exterior massing, supporting piers, foundation walls, timber-frame construction of the Main House and Middle Ell, wood-frame construction of the North Ell, North Shed Addition and South Shed Addition, chimney, roof profile; and
- (2) exterior architectural features of the façade (south elevation) and the east, north and west elevations; such protected architectural features shall include:
  - a. all wooden shingle siding, corner boards, rake boards, cornices, pilasters, entablatures, doors and hardware, door surrounds, window surrounds, and sash;
  - b. all foundation materials including brick, concrete piers, wooden lattices;
  - c. the bulkhead at the northeast corner of the Main House, its wooden sidewalls and doors;
  - d. entry porches at the south and north elevations including posts, railings, newels, lattices, treads and risers;
  - e. the central chimney, its brickwork and flashings; and
  - f. all roofs which may be maintained with asphalt shingle or wood shingle cladding.

(b) erect or replace any external signs or external advertisements except: (i) such plaque permitted under Paragraph 12.8 of this Restriction; (ii) a sign stating solely the address of the Property; (iii) the sign currently affixed to the façade of the Building identifying the "Hospital Thrift Shop"; and (iv) a sign permitted under Paragraph 6(b);

(c) make permanent substantial topographical changes;

- (d) construct additional service structures, or enlarge or re-configure existing paving;
- (e) change the use of the Building and the Property to any use which Grantee reasonably determines would conflict with the Purpose of the Restriction; and
- (f) conduct activities identified as Major Maintenance and Minor Maintenance in the Restriction Guidelines that reasonably may be expected to make material changes in the exterior appearance, materials, or workmanship of the protected features of the Building, except as otherwise provided herein.

3.2 **Archaeological Activities.** The conduct of archaeological activities, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by Grantor and approved in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (Mass. Gen. Laws, c. 9, §27C, 950 C.M.R. 70.00).

3.3 **Review of Grantor's Requests for Approval.** In connection with Grantee's approval of the conditional rights set forth in Paragraphs 3.1 and 3.2 above, Grantor shall submit to Grantee two copies of information (including plans, specifications, and designs, and Nantucket Historic District Commission application and materials where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to Grantee a timetable for the proposed activity sufficient to permit Grantee to monitor such activity. Within forty-five (45) days of Grantee's receipt of any plan or written request for approval hereunder, Grantee shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case Grantee shall provide Grantor with written suggestions for modification or a written explanation for Grantee's disapproval. Any failure by Grantee to act within forty-five (45) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by Grantee of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted so long as the request sets forth the provisions of this Paragraph relating to deemed approval after the passage of time.

4. **STANDARDS FOR REVIEW.** Grantee shall apply the Secretary's Standards in exercising any authority created by this Restriction to inspect the Property or the exterior of the Building or to the extent necessary to inspect the interior of the Building for the sole purpose of evaluating any construction to or alteration, repair, maintenance, or reconstruction of the exterior of the Building; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage.

5. **PUBLIC ACCESS.** Grantor shall not block views of the Building from the public right of way on India Street either by intentional planting or fencing; Grantor further agrees to permit Grantee to make baseline documentation available to interested members of the public at Grantee's offices and by depositing copies of such baseline documentation in Grantee's library.

6. **GRANTOR'S RESERVED RIGHTS NOT REQUIRING FURTHER APPROVAL BY GRANTEE.** Subject to the provisions of Paragraphs 2.1, 2.2, 3.1 and 3.2 of this Restriction, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by Grantee without further approval by Grantee:

- (a) the right to engage in all those activities and uses that: (i) are permitted by governmental statute or regulation; and (ii) are not inconsistent with the Purpose of this Restriction;
- (b) the right to maintain a sign similar in size to the "Hospital Thrift Shop" sign currently affixed to the façade of the Building which measures 12" by 44" identifying the owner of the Property and its use as a business if applicable; and the right to maintain a glazed display box for notices not to exceed in size the display box current affixed to the façade of the Building, which measures 22" x 28" x 4";
- (c) the right to conduct Minor Maintenance of the Building, as such maintenance is defined in the Restriction Guidelines, that is not reasonably expected to make material changes in the exterior appearance, materials, or workmanship of the Building, provided such work is done strictly according to the Secretary's Standards, and provided that the Grantor uses in-kind materials, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Building. Changes in appearance, materials, or workmanship from that existing prior to the maintenance and repair require the prior approval of the Grantee in accordance with the provisions of Paragraph 3 of this Restriction;
- (d) the right to continue all manner of existing institutional and commercial use and enjoyment of the Building and Property, including but not limited to the right to maintain, repair, and restore the retaining wall; the right to maintain existing paths and parking areas with the use of same or similar surface materials; the right to maintain existing utility lines and plantings; the right to cut, remove, and clear grass or other vegetation, and the right to perform routine maintenance, landscaping, horticultural activities, and upkeep,

consistent with the Purpose of this Restriction and Paragraphs 2 and 3 of this Restriction;

- (e) the right to renovate, update, and otherwise alter or change the interior of the Building;
- (f) the right to conduct in the Building or on the Property activities that are not inconsistent with the protection of the preservation values of the Property and the exterior of the Building; and
- (g) The right to make such modifications to the Building as may be required by governmental entities to comply with local, state or federal laws, provided that such changes are reviewed and approved by the Grantee whose approval shall not be unreasonably withheld.

7. **CASUALTY DAMAGE OR DESTRUCTION; INSURANCE.** In the event that the Building or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of such damage or destruction, such notification to include what, if any, emergency work has already been completed. Grantor shall undertake no repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and to protect public safety, without Grantee's prior written approval. Within thirty (30) days of the date of damage or destruction, if required by Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to Grantor and Grantee, which report shall include the following:

- (a) an assessment of the nature and extent of the damage;
- (b) a determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and
- (c) a report of such restoration/reconstruction work necessary to return the Building to the condition existing as of the date hereof.

8. **REVIEW AFTER CASUALTY DAMAGE OR DESTRUCTION.** If, after reviewing the report provided in Paragraph 7 above and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9 hereof, Grantor and Grantee agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9 hereof, Grantor and Grantee agree that restoration/reconstruction of the Property is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Grantor may, with the prior written consent of the Grantee, alter, demolish, remove, or raze the Building, and/or construct new improvements on the Property. Grantor and Grantee may then agree to seek to extinguish this Restriction in whole or in part in accordance with the laws of the Commonwealth of Massachusetts and Paragraph 14 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9 of this Agreement, Grantor and Grantee are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts's arbitration statute then in effect, provided however that nothing herein shall compel the Grantor to expend funds in excess of those received from insurance proceeds.

9. **Insurance.** Grantor shall keep the Property insured by an insurance company rated "A1" or better by Best's as currently insured. Such insurance shall include Grantee's interest and name Grantee as an additional insured. Grantor shall deliver to Grantee, within ten (10) business days of Grantee's written request thereof, certificates of such insurance coverage; provided, however, that whenever the Property is encumbered with a mortgage or deed of trust, nothing contained in this Paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds. If the Grantor conveys the Property to a person or entity, then the subsequent Property owner shall be obligated to keep the Property insured by an insurance company rated "A1" or better by Best's for the guaranteed building cost against loss from perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage, such property damage insurance to include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Property and Building without cost or expense to Grantor or contribution or coinsurance from Grantor.

10. **INDEMNIFICATION.** Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agents, directors, officers, and employees, or independent contractors from and against any and all claims, liabilities, expense, costs, damages, losses, and expenditures (including reasonable attorney's fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Property; the presence or release in, on, or about the Property, at any time,

of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting, or contaminating substance; or other injury, death, or other damage occurring on or about the Property, unless such injury, death, or damage is caused by Grantee or any agent, director, officer, employee, or independent contractor of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this Paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property.

11. **TAXES.** Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property unless Grantor timely objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation hereunder to pay such charges shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. In place of Grantor, Grantee is hereby authorized, but in no event required or expected, to make or advance upon three (3) days prior written notice to Grantor any payment relating to taxes, assessments, water rates, sewer rentals and other governmental or municipality charge, fine, imposition, or lien asserted against the Property. Grantee may make such payment according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale, or forfeiture. Such payment if made by Grantee shall constitute a lien on the Property.

## 12. ADMINISTRATION AND ENFORCEMENT

12.1. **Written Notice.** Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods - by overnight courier postage prepaid, facsimile transmission, registered or certified mail with return receipt requested, or hand delivery; if to Grantor, then to Hospital Thrift Shop at 17 India Street, P.O. Box 3, Nantucket, Massachusetts 02554, and if to Grantee, then to Nantucket Preservation Trust, Inc., at P.O. Box 158, Nantucket, Massachusetts 02554.

Each party may change its address set forth herein by a notice to such effect to the other party.

12.2. **Evidence of Compliance.** Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein or that otherwise evidences the status of this Restriction to the extent of Grantee's knowledge thereof.

12.3. **Inspection.** Grantee shall be permitted to conduct an annual inspection of the Property, including the exterior of the Building, in order to confirm Grantor's compliance with this Preservation Restriction Agreement. Such inspection shall be conducted at reasonable times and following advance notice to the Grantor of no less than ten (10) days. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

12.4. **Grantee's Remedies.** Grantee may, following thirty (30) days written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this Restriction by *ex parte*, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Property and Building to the condition and appearance that existed prior to the violation complained of. Grantee shall also have available all legal and other equitable remedies to enforce Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, which violation has continued more than thirty (30) days after notice by the Grantee to the Grantor, Grantor shall reimburse Grantee for any reasonable costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including court costs and attorney's, architectural, engineering, and expert witness fees.

In the event that Grantor is required to reimburse Grantee pursuant to the terms of this Paragraph, the amount of such reimbursement until discharged shall constitute a lien on the Property.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

12.5 **Notice from Government Authorities.** Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within ten (10) business days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

12.6 **Notice of Proposed Sale.** Grantor shall promptly notify Grantee in writing of any proposed sale of the Property prior to sale closing.

12.7 **Liens.** Any lien on the Property created pursuant to any Paragraph of this Restriction may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien provided in Mass. Gen. Laws c. 254, §5, except that no lien created

pursuant to this Restriction shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

12.8 **Plaque.** Grantor agrees that Grantee may provide and maintain a plaque on the Property, which plaque shall not exceed 6 inches by 24 inches in size, giving notice of the significance of the Building and the existence of this Restriction. The plaque shall be approved by Grantor prior to installation, such approval not to be unreasonably withheld.

### 13. **BINDING EFFECT; ASSIGNMENT.**

13.1 **Runs with the Land.** Except as provided in Paragraphs 8 and 14, the obligations imposed by this Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Building and Property. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest, and all persons hereafter claiming by, under, or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Building and the Property shall have no obligation pursuant to this instrument when such owner shall cease to have any ownership interest in the Building and the Property by reason of a *bona fide* transfer. The restrictions, stipulations, and covenants contained in this Restriction shall be included by Grantor, by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of the fee simple title to or any lesser estate in the Building and the Property or any part hereof, including by way of example and not limitation, a lease of all or a portion of the Property, but excluding any lease with a term of fewer than one hundred twenty (120) days.

13.2 **Assignment.** Subject to Grantor's consent, which consent shall not be unreasonably withheld, Grantee may convey, assign, or transfer this Restriction to a local, state, or national organization that qualifies under the Act as an eligible donee whose purposes, *inter alia*, are to promote preservation or conservation of historical, cultural, or architectural resources, or if no such organization agrees to accept such assignment, then to a unit of federal, state, or local government, provided that any such conveyance, assignment, or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out as a condition of the transfer. Grantee shall give Grantor sixty (60) days written notice prior to making any such assignment.

13.3. **Recording and Effective Date.** Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the land records of

the County of Nantucket. Grantor and Grantee intend that the restrictions arising under this Restriction take effect on the day and year this instrument is recorded in the land records of the County of Nantucket.

14. **EXTINGUISHMENT.** Grantor and Grantee hereby recognize that circumstances may arise that may make impossible the continued ownership or use of the Property and the Building in a manner consistent with the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such circumstances may include, but shall not be limited to, partial or total destruction of the Building resulting from casualty. Extinguishment shall meet the requirements of the Act for extinguishment including public hearings by the Town of Nantucket and the Massachusetts Historical Commission as required by the Act to determine that such extinguishment is in the public interest. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Property (or of any other property received in connection with an exchange or involuntary conversion of the Property) after such extinguishment, all expenses reasonably incurred by Grantor and Grantee in connection with such sale shall be paid out of the sale proceeds; and the net proceeds shall be paid to Grantor unless otherwise ordered by a court or other government authority of competent jurisdiction.

15. **CONDEMNATION.** If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds; and the net proceeds shall be paid to Grantor unless otherwise ordered by a court or other government authority of competent jurisdiction.

16. **INTERPRETATION.** The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction.

(a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Building and the Property shall not apply in the construction or interpretation of this Restriction, and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the restrictions on use herein contained.

(b) This instrument may be executed in two counterparts, one of which may be retained by the Grantor, and the other, after recording, to be retained by the Grantee. In the event of any discrepancy between the counterparts produced, the recorded counterpart shall in all cases govern. In the event of any discrepancy between two copies of any documentation retained by the parties, the copy retained by Grantee shall control.

(c) This instrument is made pursuant to the provisions of the Act, but the invalidity of the Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter thereof.

(d) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

(e) To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Property may be developed to use more intensive (in terms of height, bulk, or other objective criteria related by such ordinances) than the Property and Building are devoted as of the date hereof, such development rights shall not be exercisable on, above, or below the Property and the Building during the term of the Restriction, nor shall they be transferred to any adjacent parcel and exercised in a manner that would interfere with the Purpose of the Restriction.

17. **AMENDMENT.** If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of the Restriction or the status of Grantee under any applicable laws, including Section 501(c) (3) of the Code and the laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit additional development on the Property other than the development permitted by this Restriction on its effective date; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, and open space values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the land records of the County of Nantucket. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

18. **COMPLIANCE WITH BUILDING LAWS.** Grantor and Grantee recognize that there may be circumstances where alterations are required to be made to the exterior of the Building in order to comply with local, state, and/or federal ordinances and laws which might otherwise not be permissible under this Restriction without Grantee's approval. In such event, Grantor agrees promptly to notify Grantee in writing of such requirement and, if requested by Grantee within 45 days of such notification, to cooperate with Grantee in seeking a variance or waiver from such requirement or a modification of such requirement to mitigate any adverse effect of such compliance.

THIS RESTRICTION reflects the entire agreement of Grantor and Grantee. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set out in this instrument.

TO HAVE AND TO HOLD, the said Historic Preservation Restriction, unto the said Grantee and its successors and permitted assigns forever. This HISTORIC PRESERVATION RESTRICTION may be executed in two counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but both of which together shall constitute one instrument.

EXECUTED and SEALED on \_\_\_\_\_, 2016.

**GRANTOR**  
Hospital Thrift Shop

**GRANTEE**  
Nantucket Preservation Trust, Inc.

BY: \_\_\_\_\_  
Catherine S. Ward, President

BY: \_\_\_\_\_  
David Brown, President

BY: \_\_\_\_\_  
Nancy Moylan, Treasurer

BY: \_\_\_\_\_  
Alan Forster, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned notary public, personally appeared Catherine S. Ward in her capacity as President of the Hospital Thrift Shop, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that she signed it voluntarily for its stated purpose in his capacity as President of the Hospital Thrift Shop, a nonprofit corporation.

---

Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned notary public, personally appeared Nancy Moylan in her capacity as Treasurer of the Hospital Thrift Shop, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that she signed it voluntarily for its stated purpose in his capacity as Treasurer of the Hospital Thrift Shop, a nonprofit corporation.

---

Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned notary public, personally appeared the above-named David Brown, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as President of the Nantucket Preservation Trust, Inc., a nonprofit corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned notary public, personally appeared the above-named Alan Forster, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as Treasurer of the Nantucket Preservation Trust, Inc., a nonprofit corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

APPROVAL BY BOARD OF SELECTMEN OF THE TOWN OF NANTUCKET

We, the undersigned members of the Board of Selectmen of the Town of Nantucket, Massachusetts, hereby certify that at a meeting held on \_\_\_\_\_, 2016, the Board of Selectmen voted to approve the foregoing Grant of Preservation Restriction by the Hospital Thrift Shop to the Nantucket Preservation Trust, pursuant to Massachusetts General Laws, Chapter 184, Section 32, as being in the public interest.

Board of Selectmen of the  
Town of Nantucket

\_\_\_\_\_  
James Kelly, Chairman

\_\_\_\_\_  
Dawn E. Hill Holdgate, Vice Chairman

\_\_\_\_\_  
Richard Atherton

\_\_\_\_\_  
Robert DeCosta

\_\_\_\_\_  
Matthew Fee

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned notary public, personally appeared \_\_\_\_\_

\_\_\_\_\_  
proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person(s) whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as a member of the Board of Selectmen for the Town of Nantucket.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

APPROVAL BY MASSACHUSETTS HISTORICAL COMMISSION  
COMMONWEALTH OF MASSACHUSETTS

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that foregoing preservation restriction has been approved pursuant to Mass. Gen. Laws c. 184, §32.

Date: \_\_\_\_\_

\_\_\_\_\_  
Brona Simon  
Executive Director and Clerk  
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned notary public, personally appeared Brona Simon, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it in her capacity as Executive Director and Clerk of the Massachusetts Historical Commission for its stated purposes.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

## SCHEDULE OF EXHIBITS

- A. Legal Description
- B. A plan of the property at 17 India Street from the Nantucket Assessor's Maps, shown as Parcel #42.3.1 117
- C. Documentary Photographs of the Building taken July 14, 2016
- D. Massachusetts Historical Commission - Survey Form B
- E. Restriction Guidelines
- F. Certified Copy of Article 35 "Appropriation for FY 2015 Community Preservation Fund

## EXHIBIT A

Grant of Historic Preservation Restriction  
Hospital Thrift Shop to Nantucket Preservation Trust, Inc.

### Legal Description

The land in Nantucket, Nantucket County, Massachusetts with the dwelling house and all other buildings thereon, located on India Street otherwise known as Pearl Street, bounded and described as follows: beginning at the Southwest corner of land of Harriette A. Elkins, formerly of Emaline Elkins, and running S. 89° W, along the line of Pearl Street, two and ninety-three hundredths (2.93) rods to land of Clara A. Norton, formerly of Joseph Winslow, thence N. 1° W., nine and eight hundredths (9.08) rods to Hussey Street, thence along the line of Hussey Street N.89° E., one and twelve hundredths (1.12) rods to the Northwest corner of land of Harriette A. Elkins, thence S. 1° E., two and five one hundredths (2.05) rods, thence N. 89° E., one and eighty one hundredths (1.81) rods, thence S. 1° E. by land of said Elkins seven and three one hundredths (7.03) rods to the point of beginning, containing about twenty-four and eighty-two one hundredths (24.82) square rods of land. See deed of Frederick C. Ayers, Administrator, Estate of Annie C. Ayers dated October 31, 1945, and recorded in Nantucket Registry of Deeds Book 110 Page 547.

**EXHIBIT B**

**Town of Nantucket, Assessors' Records showing 17 India Street -  
Lot 42.3.1.117 framed by a bold yellow line**

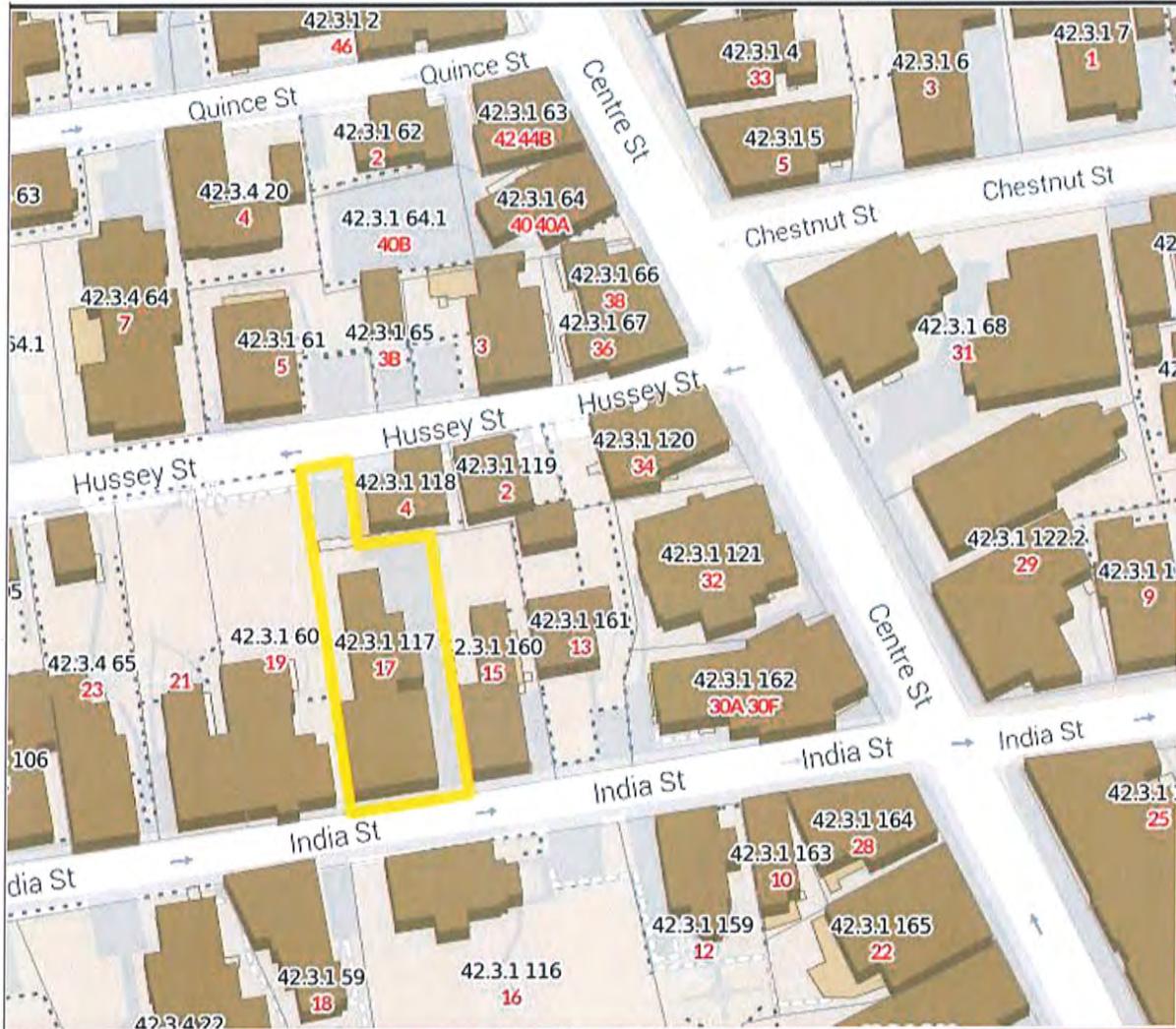


EXHIBIT C  
Documentary Photographs taken (July 14, 2016)



Photograph 1 - façade (south elevation) of the Main House



Photograph 2 - south and east elevations of the Main House



Photograph 3 - east & north elevations of the Main House and South Shed Addition

EXHIBIT C



Photograph 4 - north, east and south elevations of the Main House,  
Middle Ell and South Shed Addition

EXHIBIT C



Photograph 5 - east and north elevations of the Main House, Middle Ell,  
South Shed Addition, North Shed addition and North Ell

EXHIBIT C



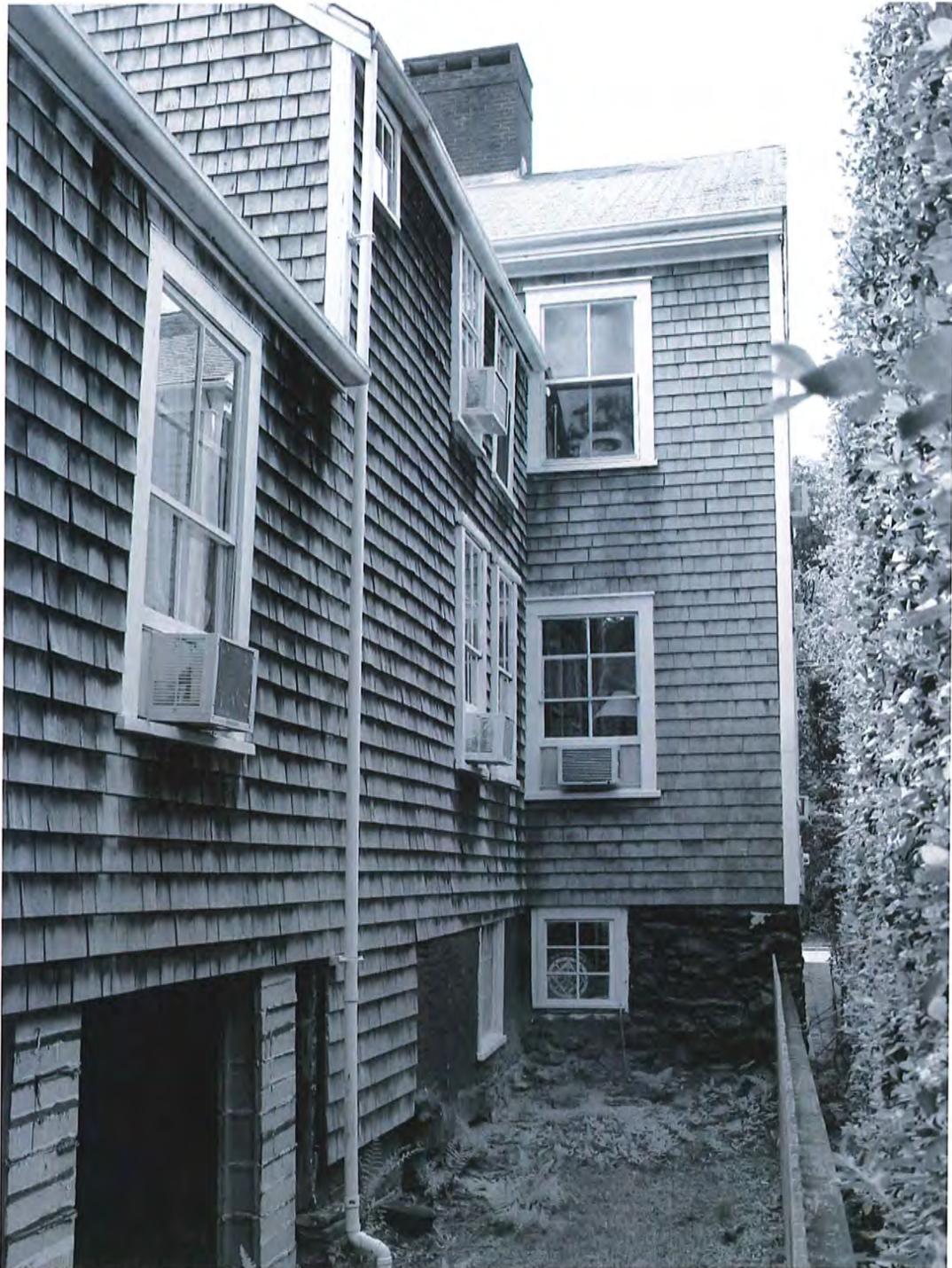
Photograph 6 - north elevation of the North EII

EXHIBIT C



Photograph 7- west elevation of the North Ell and Middle Ell; north elevation of the Main House

EXHIBIT C



Photograph 8 - west and north elevations of the North Ell, Middle Ell and Main House

EXHIBIT C



Photograph 9 - west elevation of the Middle Ell

EXHIBIT C



Photograph 10 - west and south elevation (façade) of the Main House

EXHIBIT D

**FORM B – BUILDING**

MASSACHUSETTS HISTORICAL COMMISSION  
MASSACHUSETTS ARCHIVES BUILDING  
220 MORRISSEY BOULEVARD  
BOSTON, MASSACHUSETTS 02125

Assessor's Number USGS Quad Area(s) Form Number

42.3.1 117 [ ] C, D [ ]

NHL/NRDS 11/13/66: LHD 6/14/70

Town/City: Nantucket

Place: (neighborhood or village): Old Town

Address: 17 India Street

Historic Name: Timothy Horsfield House

Uses: Present: Hospital Thrift Shop (1945 to present)

Original: single-family house

Date of Construction: ca. 1800; ca. 1900; post-1945;  
ca. 1990

Source: deeds & physical evidence

Style/Form: Federal

Architect/Builder: unknown

**Exterior Material:**

Foundation: fieldstone with brick above grade at  
façade & east elevation

Wall/Trim: painted clapboards at the façade (1990s);  
weathered shingles with flat-stock wooden trim

Roof: asphalt shingle

Outbuildings/Secondary Structures: none

Major Alterations (with dates): Middle Ell added(?) ca.  
1820; North ell added ca. 1900; shed additions post-1945

Condition: good

Moved: no  yes  Date:

Acreage: .14 acres

Setting: village surrounded by single-family  
residences of eighteenth and nineteenth centuries

**Photograph**



Left to right: west elevation (partial) & façade (north elevation)

**Locus Map**



Recorded by: Brian Pfeiffer, Michael May & Betsy Tyler

Organization: Nantucket Preservation Trust

Date: September 26, 2016

## EXHIBIT D

### INVENTORY FORM B CONTINUATION SHEET

NANTUCKET

17 India Street

MASSACHUSETTS HISTORICAL COMMISSION  
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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Recommended for listing in the National Register of Historic Places.  
*If checked, you must attach a completed National Register Criteria Statement form.*

*Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.*

#### **ARCHITECTURAL DESCRIPTION:**

*Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.*

The Timothy Horsfield House is a 2½ storey timber frame house set on a high basement constructed directly abutting the sidewalk of India Street, three lots west of the street's intersection with Centre Street. The property's lot is roughly rectangular and extends from India Street to Hussey Street. The house and its rear ells occupy the majority of the lot, leaving only a narrow grassed strip along the west side of the building and a narrow driveway and parking area covered with crushed seashells at the east side of the building. The lot narrows to a rectangular tail at its north end which is approached from a wooden staircase to gain access to the raised grade level and two parking spaces for which access is gained from Hussey Street.

Constructed over a period of 150 years for several different uses, the house is composed of five sections. These are:

- **Main House:** The main block of the house is a 2½ storey structure with a rectangular floor plan built close to the sidewalk which its façade abuts. The timber-frame structure rises from a high foundation that is capped with painted brick above grade and supported by a foundation of random rubble stone bedded in mortar below grade. A central chimney rises slightly west of center through the house, piercing the ridge of the pitched roof of the building. The façade has a central entry flanked by two windows at the first storey and five windows at the second storey. Although its arrangement implies symmetry, the façade is slightly asymmetrical. This asymmetry together with the placement and configuration of the chimney suggests that the building may have begun as a "typical Nantucket house", i.e. a structure with two structural bays and an asymmetrical façade composed of four openings consisting of an entry flanked by one window (east) and two windows for the parlor (west). This arrangement may have been extended eastward with the construction of an additional bay to create the current façade in the early or mid-nineteenth century. Additional structural evaluation is needed to determine if the Main House was enlarged in this manner.

The exterior of the Main House is covered with weathered wooden shingles on its side and rear elevations (east, north & west), while its façade was re-clad with clapboards as part of two different programs of restoration carried out in the late 1980s or early 1990s. Historic photographs show that the façade's windows were converted to 2/2 sash during the Victorian era and original window cases were replaced with frames that bore a low-pitched pediment on their caps (1840s). These window cases remained in position at least as late as 1970 when they had been re-fitted with 12/12 sash. As late as 1970, a HABS photograph shows the Main House covered with clapboards on its façade and east gable. Historic photographs also show that the original front door was replaced with a Victorian style door and entry hood on ornamental brackets; this entry was replaced prior to 1970 with a plastered surround that was, in turn, replaced around 1990 with the

*Continuation sheet 1*

EXHIBIT D

**INVENTORY FORM B CONTINUATION SHEET**

NANTUCKET

17 India Street

MASSACHUSETTS HISTORICAL COMMISSION  
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Area(s) Form No.

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present Federal Revival style doorway composed of a six-panel door surmounted by a five-pane transom, and framed by a moulded architrave and projecting coved cap. Presumably, Greek Revival style window surrounds were also replaced at the same time with the present reproduction plank frames.

The current front stoop was constructed prior to 1970 but possessed only one flight of stairs at its east side as originally built. Its current configuration with stairs flanking both sides of its landing appears to date from ca. 1990. The entry is faced with tongue-and-groove boarding on its south face and with closed treads and risers on its east and west faces. Balustrades are composed of dowel balusters and turned newels with a rounded hand rail. The façade's current appearance seems to have been based upon an obliquely view of the building in a 1870s photograph of India Street contained in the collection of the Nantucket Historical Association. At the façade, clapboards were replaced in-kind, but on the east elevation (the only other elevation visible in the documentary photograph of 1970), they were replaced with unpainted shingles, perhaps to match conditions shown obliquely in the 1870s view of India Street.

One further alteration to the Main Block consisted of the construction (ca. 1895) and removal (post 1945) of an open porch along the east elevation. The east elevation currently rises from a high brick and stone foundation with a bulkhead entry (southward) at its basement, and two six-light basement windows north of center. First and second storeys each contain two widely spaced windows. The southern windows at the first and second storeys retain Greek Revival style window cases like those that once existed on the façade. Two windows are set closely together at the gable.

The west gable elevation is the mirror image of the east gable, but it has only one cellar window toward the south end of the elevation. Sash varies from 12/12 restoration sash in the Greek Revival style window cases at the south corner of the first and second storeys, to 2/2 sash at the north windows of the first and second storeys, and 6/6 sash at the two gable windows.

The north elevation of the Main House is mostly concealed by the Middle Ell. Its exposed elevation eastern portion of the north elevation contains a bulkhead at the cellar, a single window (9/9) set in a plank frame at the first storey, and two windows (6/9) set in plank frames at the second storey. The exposed western portion of the north elevation contains a small window (6 lights) at the cellar and one window per storey above, each with 2/2 sash set in a nailed frame.

- Middle Ell: Perhaps an original or early kitchen ell, this structure sits on a high foundation made of rubble stone and brick. Its timber-frame construction is enclosed by a low-pitched roof that runs at a right angle to the roof of the Main House at a slightly lower level. The Ell's south wall is attached to the Main House. Its east wall is concealed at the first storey by a shed addition; however, the second storey of the east elevation contains two 6/6 windows set in nailed flat-stock frames. The north gable elevation is exposed only above the first storey; it is blank except for a plank-frame window case and 9-light sash at its eastern end. The west elevation of the Middle Ell is fully exposed and preserves a number of its original features. At the cellar, it has a single 15-light sash that appears to be salvaged Federal Period sash. The first and second storeys each contain paired windows near the south end of the elevation. At the first storey, both windows are

*Continuation sheet 2*

## EXHIBIT D

### INVENTORY FORM B CONTINUATION SHEET

NANTUCKET

17 India Street

MASSACHUSETTS HISTORICAL COMMISSION  
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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Early records indicate that India Street was originally known as Pearl Street and was developed with houses by the mid-1700s. However, it was not until 1800 that a structure was built at the site. In that year Timothy Horsfield (also spelled Horsefield; 1772-1812), tinplate maker bought the vacant land for \$222.50, a month before his neighbor purchased a smaller parcel to the east for \$306. Horsfield may have paid less because his land was described in deeds as being on the east part of the land known as Micah's Pond, suggesting that it may have been wetter and less desirable. Horsfield is believed to have built the house soon after his purchase. He married Amey Hussey (1771-1811), daughter of Christopher Hussey and Lydia Manchester eight years prior in 1791, and they had four children by the time they purchased the property and a fifth was born soon after the purchase. In 1810, Horsfield mortgaged the house to Nantucket Bank, but appears to have lived elsewhere since the deed for notes the property was then occupied by Edward C. Hussey. In addition to the house on India Street the mortgage included the dwelling house Horsfield "presently occupied", together with a store and a water lot. The mortgage was not paid when he died in 1812, and an advertisement was placed in the *New Bedford Gazette* for the sale of the Horsfield estate. The India Street house was described in that advertisement as lately built by Timothy Horsfield together with the outbuildings and fences.

The bank did not find a buyer and held the property until 1818 when it sold the house to wealthy whale-oil merchant Zenas Coffin. Coffin sold the property one year later to Charles Barney (1791-1841) described in town records as a block maker and merchant, married to Avis Macy (1789-1859). The Barney's had three sons, Charles, Josiah and William. They sold the property to master mariner Stephen West (1775-1859) in 1826.

West married Lydia Swain (1774-1812) in 1798, and they had one daughter Mary (1807-1877). Three years after the death of Lydia, West married Sally Russell (1779-1847). He appears to have lived most of his adult life at 17 India Street, but accounts note he resided on Orange Street with his daughter in his last years. Stephen West's obituary describes his career as one of Nantucket's most successful whaling captains. West began his long career as a cabin boy aboard the Rotch ship *Speedwell* at the age of only 12. He sailed to the South Pacific at age 15, and became a captain at the age of 22. West took part in successful China trade voyages on the *Oneida* and later commanded the whale ships *Dolphin*, *Martha*, and *Pacific* on successful Pacific voyages that brought back more than 25,000 barrels of oil. In 1861, his daughter Mary West Clasby, widow of John G. Clasby (d. 1836) advertised the house for sale describing it as possessing "twenty-four rods of land under and adjoining the same, formerly owned and occupied by the late Capt. Stephen West. A cellar, perfectly dry at all seasons, extends under the whole house. The house contains ten rooms, six of which and the front entry, are lighted by gas; and twelve closets, besides two attic rooms. There is also a barn on the premises, and a well of fine water on the back steps. It is well arranged for two families."

Mary West Clasby sold the property to Samuel C. Coffin, mariner for \$450. It subsequently passed into the hands of John G. Carr in 1863, and the following year was sold to Mary Lawrence Weeks (1807-1883), wife of mariner Barzillai Weeks (1799-1882). The Weeks family owned the property for the next twenty-three years. Mary and Barzillai's only child, Henrietta Weeks Swain (1828-1887) resided at the house with them in the 1860s along with her husband, George H. Swain, master mariner and their newborn daughter, Ellen. In 1861, the local newspaper reported that Barzillai was to serve as first mate under Capt. William Worth on a government ship. In the 1870 U.S. Census only Barzillai and Mary are

*Continuation sheet 4*

EXHIBIT D

**INVENTORY FORM B CONTINUATION SHEET**

NANTUCKET

17 India Street

MASSACHUSETTS HISTORICAL COMMISSION  
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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listed as occupants of the house. Upon Henrietta's death in New Haven, Connecticut in 1887, her heirs, including husband George, sold the property to Augustus Morse (1808-1891), principal of Nantucket High School from the year of its founding in 1838 to 1855.

Morse held the property only four years and his heirs – the children of his son Herman, sold the house in 1895 to Mary L. Ayers (1863-1931). The 1900 U.S. Census record notes that Ayers was born on island of Irish immigrant parents. Her household included: brothers John (a plumber, age 31), Anthony (a printer, age 29), Frederick (a surveyor, age 26); sister Annie (age 27); and boarders George Richard (dentist), and Judith Mitchell, an eighty-two-year-old widow. Ten years later the census record describes Mary Ayers as a boardinghouse landlady. Enumerated in her household were brothers Anthony and Frederick, both real estate agents; Sarah Lacy (age 54) the household cook; and one boarder, Shirley Irving. Among guests in the inn in 1910, then operated by Annie Ayers, included the young Ernest Hemingway and his mother. By 1917 the house was listed for rent by Anthony Ayers—cited as “ideal for use as a boarding house for the tourist trade.” Mary Ayers was by then living on nearby Hussey Street. Advertisements placed by Anthony Ayers in the 1910s also suggest the old barn built on the property by Horsfield was sold and removed.

The house is not listed in the 1920 U.S. Census record and may have been vacant or, perhaps, occupied only by short-term boarders. In 1922, the house was sold to Elizabeth Worth Ide (1849-1939) and her sister, Lilla Downs Ide (1858-1944) of Boston. The 1930 U.S. Census notes Lilla as head of household and as continuing the operation of the house as a boardinghouse. She resided here with Elizabeth and sister Ethel, who operated a food shop. After the death of Lilla, the property was re-acquired by Ayer heirs due to a mortgage default, and in 1945, it was purchased by the Hospital Thrift Shop.

The Hospital Thrift Shop (HTS) dates back to 1929 when a group of volunteers sold donated goods from island residents to use the proceeds to support the Nantucket Cottage Hospital. It was formally organized in 1944 as a non-profit Massachusetts corporation for the purpose of providing affordable goods to the community of Nantucket and providing financial support to Nantucket Cottage Hospital. The organization continues to occupy the building and to provide important community support to the Hospital, having raised more than \$4,000,000 over the course of its existence.

**Property Owners:**

- 1800: Solomon Macy to Timothy Horsfield, tinsplate maker, vacant land
- 1810: Mortgaged by Timothy Horsfield to Nantucket Bank with dwelling
- 1818: Nantucket Bank to Zenas Coffin
- 1819: Zenas Coffin to Charles Barney, “together with the dwelling house which was built by Timothy Horsfield”
- 1826: Charles Barney, block maker to Stephen West, master mariner
- 1861: Mary W. Clasby, widow of John G. to Samuel C. Coffin, mariner, (Mary was the daughter of Stephen West)
- 1863: Samuel C. Coffin to John G. Carr
- 1864: John G. Carr to Mary Weeks, wife of Barzillai Weeks
- 1887: Heirs of Henrietta Swain (daughter of Mary Weeks) to Augustus Morse

*Continuation sheet 5*

EXHIBIT D

**INVENTORY FORM B CONTINUATION SHEET**

NANTUCKET

17 India Street

MASSACHUSETTS HISTORICAL COMMISSION  
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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- 1895: Guardian Gilbert H. Blodgett for Morse heirs: Augustus E., Mabel, C. Eleanor G. and Herman N. Jr. to Mary L. Ayers  
1922: Mary L. Ayers to Elizabeth Worth Ide and Lilla D. Ide  
1945: Frederick C. Ayers, admin. of the estate of Annie C. Ayers (sister of Mary L. Ayers) to Hospital Thrift Shop

**BIBLIOGRAPHY and/or REFERENCES**

Historic American Buildings Survey: HABS MA-1054, 1970.  
<http://www.loc.gov/pictures/collection/hh/item/ma0361/>

Lancaster, Clay. *The Architecture of Historic Nantucket*. New York: McGraw-Hill Book Company, 1972.

## EXHIBIT E

### RESTRICTION GUIDELINES

The purpose of these Preservation Guidelines is to clarify the terms of this Historic Preservation Restriction that deal with maintenance and alteration to the exterior of the Building and Property. Under Paragraph 3, prior permission from the Grantee is required for any Minor Maintenance that is reasonably expected to materially change the appearance, materials, colors or workmanship from that existing prior to the maintenance and for any Major Maintenance. Under Paragraph 6(c), Minor Maintenance that is part of ordinary maintenance and repair and does not materially change the appearance, materials, colors or workmanship from that existing prior to the maintenance does not require NPT review and approval.

In an effort to explain what constitutes Minor Maintenance and Major Maintenance, the following list is provided. The list is by no means comprehensive. It is a sampling of common structural alterations.

#### **PAINT**

Minor: Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major: Painting or fully stripping decorative surfaces or distinctive stylistic features, including murals, stenciling, wallpaper, ornamental woodwork, stone, and decorative or significant original plaster.

#### **WINDOWS AND DOORS**

Minor: Regular maintenance including caulking, painting, and necessary re-glazing. Repair or in-kind replacement of existing individual decayed window parts.

Major: Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

#### **EXTERIOR**

Minor: Spot repair of existing cladding and roofing including in-kind replacement of clapboard, shingles, slates, etc.

Major: Large scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e., removal of chimney or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property requiring any change to its timber-frame is also considered a major alteration.

## LANDSCAPING/OUTBUILDINGS

Minor: Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major: Moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings, walls, fences, and ground disturbances affecting archaeological resources.

Changes classified as Major Maintenance are not necessarily unacceptable. Under the Historic Preservation Restriction, such changes must be reviewed by the NPT in order to assess their impact on the historic integrity of the Property, Building, and other structures.

It is the responsibility of the Grantor to notify NPT in writing when any Minor Maintenance that is reasonably expected to materially change the appearance, materials, colors or workmanship from that existing prior to the maintenance or any Major Maintenance is contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of this Historic Preservation Restriction is to enable the NPT to review proposed alterations and assess their impact on the integrity of the Property, the Building, and other structures, not to preclude future change. NPT staff will attempt to work with the Grantor to develop mutually satisfactory solutions which are in the best interests of the Property.

EXHIBIT F



**Town of Nantucket**

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**OFFICE OF THE  
TOWN & COUNTY  
CLERK**

16 Broad Street  
NANTUCKET, MASSACHUSETTS 02554-3590

Catherine Flanagan Stover, MMC, CMMC  
Town & County Clerk

(508) 228-7216  
FAX (508) 325-5313  
Home: (508) 228-7841  
Email: [cstover@nantucket-ma.gov](mailto:cstover@nantucket-ma.gov)  
[flanaganstover@yahoo.com](mailto:flanaganstover@yahoo.com)  
[townclerk@nantucket-ma.gov](mailto:townclerk@nantucket-ma.gov)

WEBSITE: <http://www.nantucket-ma.gov>

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April 8, 2015

TO WHOM IT MAY CONCERN:

I, Catherine Flanagan Stover, duly elected Clerk of the Town and County of Nantucket, hereby certify that the April 6, 2015 ANNUAL TOWN MEETING adopted **Article 35: "Appropriation: FY 2016 Community Preservation Committee"** at the April 6, 2015 adjourned session when "...the adoption of all articles not heretofore acted upon as recommended by the Finance Committee, or as recommended by the Planning Board, was duly motioned, seconded, and voted in accordance with the motions recommended by the Finance Committee or, in the absence of a Finance Committee motion, then in accordance with the motions as recommended by the Planning Board, as printed in the Finance Committee Report, with technical amendments brought forward during the course of the meeting..."

**TECHNICAL CORRECTION VIA THE MODERATOR:**

Correct the spelling for one item in the Motion as shown:

Nantucket Historical Association Restoration of Old geal gaol, supplemental stabilization project	\$42,500
------------------------------------------------------------------------------------------------------	----------

**VOTE: The vote on the motion pursuant to Article 35 as moved by the Planning Board / Finance Committee, was by Unanimous Voice Vote. The motion was adopted.**

Catherine Flanagan Stover, MMC, CMMC  
Town and County Clerk

**EXHIBIT F**

**ARTICLE 35**

**(Appropriation: FY 2016 Community Preservation Committee)**

To see if the Town will vote to act on the report of the Community Preservation Committee on the Fiscal Year 2016 Community Preservation Budget and to appropriate or reserve for later appropriation monies from the Community Preservation Fund annual revenues or available funds for the administrative and operating expenses of the Community Preservation Committee, the undertaking of Community Preservation Projects and all other necessary and proper expenses for the year.

Purpose	Amount
<b>Historic Preservation</b>	
The Coffin School Trustees Continuing preservation of the Brick Facade of the historic Sir Isaac Coffin School	\$140,640
South Church Preservation Fund Restoration of the roof of the Unitarian Meeting House	\$250,000
First Congregational Church of Nantucket Restoration of designated elements of the Summer Church	\$150,000
Nantucket Historical Association Restoration of Old goal, supplemental stabilization project	\$42,500
Nantucket Islands Land Bank Second phase of 'Sconset Golf course clubhouse restoration	\$50,000
Museum of African American History Third phase of restoration of foundations, out buildings and handicap accessibility	\$188,615
Hospital thrift Shop Restoration of structural frame, central chimney, exterior shingles and drainage systems	\$115,000
Preservation Institute Nantucket Envision Nantucket, 3D Laser scanning of heritage resources, Phase 2	\$81,422
<b>Sub-total</b>	<b>\$1,018,177</b>
<b>All of the funds to be used in this category are from the Community Preservation surcharge and the State matching funds.</b>	
<b>Community Housing</b>	
Nantucket Interfaith Council Housing and rental assistance program	\$130,000
Habitat for Humanity Nantucket Inc. Construct houses at Ticcoma Way and at Sachem's Path	\$250,000
Housing Assistance Corporation Funding to complete Phase 1 Sachem's Path, infrastructure Implementation and partial funding of Phase 2 of the	

**EXHIBIT F**

Infrastructure	\$765,000
Housing Nantucket Phase one of four community rental housing units at Surfside Road	\$300,000
<b>Sub-total</b>	<b>\$1,445,000</b>
\$209,999 of the funds utilized for this category are from the Reserve for Community Housing with the balance of the funds to be used in this category from the Community Preservation surcharge and the State matching funds.	
<b><u>Open Space Conservation/Recreation</u></b>	
Town of Nantucket Funds to pay the interest and principal in the third year of the Bond authorized at the 2012 Nantucket Town Meeting for the creation of an artificial turf playing field at Nobadeer Farm Road.	\$125,000
Sustainable Nantucket Funds for the creation of a two acre community farm institute on Land Bank property on Hummock Pond road	\$33,500
Designated Reserves for Open Space Allocation to Open Space Reserves for future use	\$131,500
<b>Sub-total</b>	<b>\$290,000</b>
All of the funds to be used in this category are from the Community Preservation surcharge and the State matching funds.	
<b><u>Administrative</u></b>	
Community Preservation Committee Administrative and operating expenses	\$125,000
<b>Sub-total</b>	<b>\$125,000</b>
\$10,000 of the funds utilized for this category are from interest income with the balance of the funds to be used in this category from the Community Preservation surcharge and the State matching funds.	
<b>TOTAL</b>	<b>\$2,878,177</b>
All amounts to be appropriated from the following sources:	
<b>SOURCES</b>	<b>AMOUNT</b>
Raised and appropriated from FY 2016 Community Preservation Surcharge	\$ 1,887,973

EXHIBIT F

From State matching funds for FY 2015, to be received in 2016	\$ 509,753
From interest	\$ 10,000
From Designated Reserves for Community Housing	\$ 209,999
From Undesignated Reserves	\$ 260,452
<b>Total Revenues</b>	<b>\$2,878,177</b>
For fiscal year 2016 Community Preservation Purposes with each item considered a separate appropriation to be spent by the Community Preservation Committee.	
Provided however, that the above expenditures may be conditional on the recording of appropriate historic preservation restrictions for historic resources, open space restrictions for open space resources, recreational restrictions for recreational resources and for affordable housing restrictions for community housing; running in favor of an entity authorized by the Commonwealth to hold such restrictions for such expenditures; meeting the requirements of Chapter 184 of the General Laws pursuant to Section 12 of the Community Preservation Act.	

*(Kenneth Beaugrand, et al)*

**FINANCE COMMITTEE MOTION:** Moved that the following sums be appropriated or reserved for later appropriation from the Community Preservation Fund Fiscal Year 2016 revenues or other available funds as indicated herein, for the administrative and operating expenses of the Community Preservation Committee, the undertaking of community preservation projects and all other necessary and proper expenses, for Fiscal Year 2016 community preservation purposes as set forth herein, with each item considered a separate appropriation to be spent by the Community Preservation Committee, as shown below with any strikeouts indicating deletions from the Community Preservation Committee article and any highlighted text indicated additions/modifications:

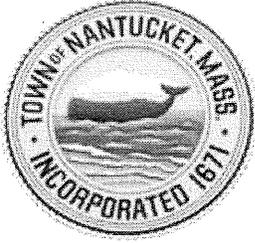
Purpose	Amount
<b>Historic Preservation</b>	
The Coffin School Trustees Continuing preservation of the Brick Facade of the historic Sir Isaac Coffin School	\$140,640
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EXHIBIT F

Museum of African American History Third phase of restoration of foundations, out buildings and handicap accessibility	\$188,615
Hospital thrift Shop Restoration of structural frame, central chimney, exterior shingles and drainage systems	\$115,000
Preservation Institute Nantucket Envision Nantucket, 3D Laser scanning of heritage resources, Phase 2	\$81,422
<b>Sub-total</b>	<b>\$1,018,177</b>
All of the funds to be used in this category are from the Community Preservation surcharge and the State matching funds.	
<b>Community Housing</b>	
Nantucket Interfaith Council Housing and rental assistance program	\$130,000
Habitat for Humanity Nantucket Inc. Construct houses at Ticcoma Way and at Sachem's Path	\$250,000
Housing Assistance Corporation Funding to complete Phase 1 Sachem's Path, infrastructure Implementation and partial funding of Phase 2 of the Infrastructure	\$765,000
Housing Nantucket Phase one of four community rental housing units at Surfside Road	\$300,000
<b>Sub-total</b>	<b>\$1,445,000</b>
\$209,999 of the funds utilized for this category are from the Reserve for Community Housing with the balance of the funds to be used in this category from the Community Preservation surcharge and the State matching funds.	
<b>Open Space Conservation/Recreation</b>	
Town of Nantucket Funds to pay the interest and principal in the third year of the Bond authorized at the 2012 Nantucket Town Meeting for the creation of an artificial turf playing field at Nobadeer Farm Road.	\$125,000
Sustainable Nantucket Funds for the creation of a two acre community farm institute on Land Bank property on Hummock Pond road	\$33,500
Designated Reserves for Open Space Allocation to Open Space Reserves for future use	\$131,500

EXHIBIT F

<u>Sub-total</u>	\$290,000
All of the funds to be used in this category are from the Community Preservation surcharge and the State matching funds.	
<u>Administrative</u>	
Community Preservation Committee Administrative and operating expenses	\$125,000
<u>Sub-total</u>	\$125,000
\$10,000 of the funds utilized for this category are from interest income with the balance of the funds to be used in this category from the Community Preservation surcharge and the State matching funds.	
<u>TOTAL</u>	\$2,878,177
All amounts to be appropriated from the following sources:	
<u>SOURCES</u>	<u>AMOUNT</u>
Transfer from FY 2016 Community Preservation Fund estimated annual revenues (surcharge and state matching funds)	\$ 2,397,936
From interest	\$ 10,000
From Designated Reserves for Community Housing	\$ 209,999
From Undesignated Reserves	\$ 260,452
<u>Total Revenues</u>	\$2,878,177
For fiscal year 2016 Community Preservation Purposes with each item considered a separate appropriation to be spent by the Community Preservation Committee.	
Provided however, that the above expenditures may be conditional on the recording of appropriate historic preservation restrictions for historic resources, open space restrictions for open space resources, recreational restrictions for recreational resources and for affordable housing restrictions for community housing; running in favor of an entity authorized by the Commonwealth to hold such restrictions for such expenditures; meeting the requirements of Chapter 184 of the General Laws pursuant to Section 12 of the Community Preservation Act.	



*TOWN OF NANTUCKET*  
*MASSACHUSETTS*

DEPARTMENT OF PUBLIC WORKS  
188 MADAKET ROAD  
NANTUCKET, MA 02554

OFFICE: (508) 228-7244  
OFFICE: (508) 228-7245  
FAX: (508) 228-7289

To: Board of Selectmen

From: Kara Buzanoski, DPW Director

Subject: EPA Findings of Violation and Order for Compliance on Consent

Date: 9/28/16

On June 23, 2016, EPA issued a Findings of Violation and Order for Compliance on Consent (ACO) to the Sewer Division of the DPW. In the document several things were noted. Several sewer overflows had been reported to DEP and EPA by the Chief Operator at Flora Street, a location that had been slated for a correction by digging up the area and repairing the pipe. Noting that the construction hadn't been done, the EPA issued the enforcement action. Due to the repeated overflows at the same location, EPA required that the Capacity, Management, Operations and Maintenance plan (CMOM) being required of all Massachusetts communities must be completed within an agreed upon time frame to address these repeated sewer overflows. EPA also noted the Spill Prevention Protection plan (SPCC) for the Surfside WWTP and the Sconset WWTP needed to be provided to them.

On July 22, 2016 Jeffrey Blake from Town Counsel, David Gray Chief Operator, Kara Buzanoski DPW Director and Rosemary Blacquier from Woodard & Curran had a conference call with David Turin of EPA and Tonia Bandrowicz EPA Counsel. During the call the items listed in the ACO were discussed and proposed time frames for completion identified. These discussions addressed the ACO before you tonight. Items of work and time frames were mutually agreed to by the Town and EPA based on these discussions.

This ACO outlines EPA's requirements that must be met by the Town by the specified dates. We have hired Woodard & Curran to do this work and to comply with the dates in the ACO.

In the ACO, EPA required the following items of work:

1) Capacity, Management, Operations and Maintenance plan (CMOM) A CMOM is a document which reviews the collection system to insure that it is adequate for wastewater flows. The needs of a collection system change as the system ages, new connections are made, and existing

DIVISIONS

ENGINEERING HIGHWAY SEWER SANITATION FORESTRY MOSQUITO CEMETERY RECYCLING



# TOWN OF NANTUCKET

## MASSACHUSETTS

DEPARTMENT OF PUBLIC WORKS  
188 MADAKET ROAD  
NANTUCKET, MA 02554

OFFICE: (508) 228-7244  
OFFICE: (508) 228-7245  
FAX: (508) 228-7289

connections change their water usage. Identifying reserve capacity, hydraulic deficiencies, and maintenance needs is critical for effective asset management. Woodard & Curran has been hired to oversee the creation of this document. The work will include: Gather and review permits and documents referenced in the AOC; Provide an opinion of potential deficiencies in the current information needed for these permits; complete the CMOM Self Evaluations in accordance with EPA guidelines; coordinate the evaluation with appropriate Town staff; deliver the DRAFT CMOM Self Evaluation, Action Plans, and Implementation Schedules to the Town for Town comment. The evaluation will be built upon the findings of the 2004 Comprehensive Wastewater Management Plan (CWMP), 2014 CWMP Update, on-going Surfside WWTF Improvements Project, 1998 Sconset CWMP/Facility Plan, as well as any additional support findings will develop the CMOM Action Plans and Implementation Schedules based on the findings of the Self Evaluation.

2) Oil Spill Prevention Control and Countermeasure (SPCC) Plan . An investigative stage was begun after the initial phone call with EPA and it was found that the Surfside plant did in fact have a SPCC plan that had been sent to EPA in 2014. As a result they accepted that plan and instructed the Town to do a plan for the Sconset WWTP. To complete this work Woodard & Curran has been hired to assist the Town in establishing and implementing a compliant Oil SPCC program for the WWTF, they will provide the engineering and technical support services necessary to prepare and certify the Oil SPCC Plan.

The endorsement of this ACO completes the documentation portion of this process. Next steps have already been taken to hire a consultant to oversee the creation of these plans required by EPA and MassDEP and to meet the timeframes outlined in this document.

### DIVISIONS

ENGINEERING HIGHWAY SEWER SANITATION FORESTRY MOSQUITO CEMETERY RECYCLING

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 1**

IN THE MATTER OF	)	<b>DOCKET NO. CWA-AO-R01-FY16-14</b>
	)	
Town of Nantucket, Massachusetts	)	<b>FINDINGS OF VIOLATION</b>
	)	
	)	<b>AND</b>
Proceedings under Sections 308(a) and	)	
309(a)(3) of the Clean Water Act,	)	<b>ORDER FOR COMPLIANCE</b>
33 U.S.C. §§ 1318(a) and	)	
1319(a)(3)	)	<b>ON CONSENT</b>

**I. STATUTORY AUTHORITY**

The following Findings are made and ORDER ON CONSENT (“Order”) issued pursuant to Sections 308(a) and 309(a)(3) of the Clean Water Act (the “Act”), 33 U.S.C. §§ 1318(a) and 1319(a)(3). Section 309(a)(3) of the Act grants the Administrator of the U.S. Environmental Protection Agency (“EPA”) the authority to issue orders requiring persons to comply with Section 301, 302, 306, 307, 308, 318, and 405 of the Act. Section 308(a) of the Act authorizes EPA to require submission of any information required to carry out the objectives of the Act. These authorities have been delegated to the Regional Administrator of EPA, Region 1, and, in turn, to the Director of the Office of Environmental Stewardship at EPA, Region 1 (“Director”).

This Order is based on findings of violation of Section 301(a) of the Act, 33 U.S.C. § 1311(a). Pursuant to Section 309(a)(5)(A) of the Act, 33 U.S.C. § 1319(a)(5)(A), the Order provides a schedule for compliance that the Director has determined to be reasonable.

**II. DEFINITIONS**

Unless otherwise defined herein, terms used in this Order shall have the meaning given to those terms in the Act, 33 U.S.C. § 1251 *et seq.*, and the regulations promulgated thereunder.

**III. FINDINGS**

The Director makes the following findings of fact:

1. Town of Nantucket (the “Town”) is a “municipality” established under the laws of the Commonwealth of Massachusetts, as defined in Section 502(4) of the Act, 33 U.S.C.

§ 1362(4), and, therefore, a “person” under Section 502(5) of the Act, 33 U.S.C. § 1362(5).

2. The Town is the owner and operator of a wastewater collection and conveyance system (the “Collection System”).
3. Section 301(a) of the Act, 33 U.S.C. § 1311(a), makes unlawful the discharge of pollutants to waters of the United States except, among other things, in compliance with the terms and conditions of a National Pollutant Discharge Elimination System (“NPDES”) permit issued pursuant to Section 402 of the Act, 33 U.S.C. § 1342.
4. The Town has discharged untreated sewage from the Collection System to Nantucket Harbor without authorization of a NPDES permit.
5. Nantucket Harbor is a water of the United States and, as such, is a “navigable water” under Section 502(7) of the Act, 33 U.S.C. § 1362(7), and the regulations promulgated thereunder.
6. Untreated sewage contains “pollutants,” as defined in Sections 502(6) and (12) of the Act, 33 U.S.C. §§ 1362(6) and (12), including fecal coliform and enterococci bacteria.
7. The various unauthorized components of the Collection System from which the Town has discharged untreated sewage are “point sources,” as defined in Section 502(14) of the Act, 33 U.S.C. § 1362(14).
8. In August 2015, the Town received a Notice of Noncompliance from the Massachusetts Department of Environmental Protection (“MA DEP”) for past overflows of raw sewage from the Collection System to waters of the State via local stormwater flow in violation of applicable State law.
9. On September 15, 2015, EPA conducted an inspection of the Collection System and wastewater treatment facilities owned and operated by the Town and were informed that the Town had submitted a “Return to Compliance” plan to MA DEP on, or around, August 16, 2015, that described measures that the Town intended to take, including replacing a damaged 10” sewage collection pipe.
10. On, or around June 2, 2016, after receiving reports of additional unpermitted discharges, EPA staff contacted the Town regarding its progress implementing the repairs described in paragraph III.9, above, and were informed that these repairs had not occurred.

11. Discharges of untreated sewage to Nantucket Harbor from the Town's Collection System are not authorized under a NPDES permit and, therefore, are in violation of Section 301(a) of the Act, 33 U.S.C. § 1311(a).

#### IV. ORDER

Accordingly, pursuant to Section 309(a)(3) of the Act, it is hereby ordered that:

1. Within 60 days following the effective date of this Order pursuant to Section VI.5. below, the Town shall complete and submit a Capacity, Management, Operation and Maintenance ("CMOM") Program Assessment of the Town's operation and maintenance practices (the "CMOM Program Self-Assessment") for review and comment to EPA and MA DEP. In the CMOM Program Self-Assessment, the Town shall, among other things, identify any and all improvements to the Town's preventive maintenance practices that are necessary in order to preserve the infrastructure of the Collection System and to prevent future unauthorized discharges from the Collection System. The CMOM Program Self-Assessment shall be conducted in accordance with EPA's *Guide for Evaluating CMOM Programs at Sanitary Sewer Collection Systems* (EPA 305-B-05-002, January 2005), which is available on-line at [http://www.epa.gov/npdes/pubs/cmom\\_guide\\_for\\_collection\\_systems.pdf](http://www.epa.gov/npdes/pubs/cmom_guide_for_collection_systems.pdf). As part of the CMOM Program Self-Assessment, the Town shall complete and submit the Wastewater Collection System CMOM Program Assessment Checklist ("CMOM Program Self-Assessment Checklist") (Attachment No. 1), which is a Region 1 modification of the checklist that accompanies the above-referenced guidance.
2. Within 180 days following the effective date of this Order pursuant to Section VI.5. below, the Town shall submit a CMOM Corrective Action Plan (the "CMOM CAP") for review and comment to EPA and MADEP. Upon completion of the CMOM CAP, the Town shall immediately and continuously implement the CMOM CAP. The Town shall incorporate any subsequent comments provided by EPA or MADEP into its CMOM CAP. The CMOM CAP shall, at a minimum, include the following:
  - a. A list of any action items identified by the CMOM Program Self-Assessment;

- b. A list of causes and contributing factors that lead to the unauthorized discharges identified in the CMOM Program Self-Assessment, described in paragraph IV.1, above;
  - c. A description of the specific short and long-term actions that the Town is taking, or plans to take, to address any of the deficiencies identified in CMOM Program Self-Assessment; and
  - d. A schedule for implementation of the CMOM CAP (the “CMOM CAP Implementation Schedule”).
- 3. Within 360 days following the effective date of this Order pursuant to Section VI.5. below,, the Town shall submit a CMOM Program Manual to EPA and MADEP for review and comment. The CMOM Program Manual shall contain all information used by the Town to properly operate and maintain the Collection System and minimize the frequency, duration, and volume of unauthorized discharges. The CMOM Program Manual shall be maintained at a location that is readily accessible to the Town's maintenance staff and shall be updated periodically in an iterative manner. The subject areas in the CMOM Program Manual shall include, but are not limited to, the following:
  - a. Collection System Management
    - i) Organizational Structure
    - ii) Training
    - iii) Internal Communication
    - iv) Customer Service
    - v) Management Information Systems
    - vi) Unauthorized Discharge Notification Systems
    - vii) Legal Authority;
  - b. Collection System Operation
    - i) Budgeting
    - ii) Monitoring
    - iii) Hydrogen Sulfide Monitoring and Control
    - iv) Safety
    - v) Emergency Preparedness and Response
    - vi) Modeling

- vii) Mapping
    - viii) New Construction
    - ix) Pump Stations;
  - c. Equipment and Collection System Maintenance
    - i) Maintenance Budgeting
    - ii) Planned and Unplanned Maintenance
    - iii) Sewer Cleaning
    - iv) Parts and Equipment Inventory;
  - d. Sewer System Capacity Evaluation – Testing and Inspection
    - i) Flow Monitoring
    - ii) Sewer System Testing
    - iii) Sewer System Inspection; and
  - e. Sewer System Rehabilitation.
- 4. Until further notice, beginning March 31, 2017, and each March 31 annually thereafter, the Town shall submit a CMOM Program Implementation Annual Report (the “CMOM Annual Report”) to EPA and MA DEP, detailing the actions taken by the Town during the prior calendar year, or known by the Town to have been taken by other parties, to resolve the deficiencies identified in the CMOM CAP and to comply with this Order. The CMOM Annual Report shall also include:
  - a. A summary listing of all unauthorized discharges that have occurred during the last calendar year;
  - b. A map or maps of the Town’s Collection System showing the location of each unauthorized discharge included in the summary listing;
  - c. A detailed description of the actions taken during the previous calendar year to address any action items included in the CMOM CAP, including updates to the CMOM Program Manual, required by paragraph IV.3, above; and
  - d. A description of the actions that will be taken during the current calendar year to address any action items included in the CMOM CAP.
- 5. By September 30, 2019, the Town shall update the CMOM Program Self-Assessment Checklist completed pursuant to paragraph IV.1 of this Order, and submit an updated Third Year CMOM Program Self-Assessment Checklist to EPA and MA DEP for review

and comment. At the time the Town submits the Third Year CMOM Program Self-Assessment Checklist, the Town may submit a request to EPA to terminate the preceding paragraph's requirement to submit CMOM Annual Reports. Upon approval of such request by EPA, the Town may cease submitting CMOM Annual Reports under this Order.

6. Within 60 days following the effective date of this Order pursuant to Section VI.5. below, the Town shall submit a Spill Prevention, Control, and Countermeasure ("SPCC") plan under EPA's Oil Pollution Prevention program, established under Section 311 of the Act, 33 U.S.C. § 1321 of the Act and found at 40 C.F.R. §112, for its Sconset wastewater treatment facility.

## **V. NOTIFICATION PROCEDURES**

1. Where this Order requires a specific action to be performed within a certain time frame, the Town shall submit a written notice of compliance or noncompliance with each deadline. Notification of compliance shall be mailed within 14 days after each required deadline. The timely submission of a required report shall satisfy the requirement that a notice of compliance be submitted.
2. If noncompliance is reported, notification shall include the following information:
  - a. A description of the noncompliance;
  - b. A description of any actions taken or proposed by the Town to comply with the lapsed schedule requirements;
  - c. A description of any factors that tend to explain or mitigate the noncompliance; and
  - d. An approximate date by which the Town will perform the required action.
3. After a notification of noncompliance has been filed, compliance with the past-due requirement shall be reported by submitting any required documents or providing EPA with a written report indicating that the required action has been achieved.
4. Submissions required by this Order shall be in writing and shall be mailed to the following addresses:

David Turin  
U.S. Environmental Protection Agency  
Mail Code OES04-3  
5 Post Office Square - Suite 100  
Boston MA 02109 – 3912

and

Massachusetts Department of Environmental Protection  
Southeast Region Main Office  
20 Riverside Drive  
Lakeville, MA 02347  
Attn: David Burns

Electronic copies of submissions shall be emailed to the following addresses:  
turin.david@epa.gov and david.burns@state.ma.us. Verbal notification for EPA shall be  
to David Turin at (617) 918-1598. EPA shall notify the Town in writing of any changes  
to the contact persons or address.

## **VI. GENERAL PROVISIONS**

1. EPA reserves the right to seek any and all remedies available under Section 309 of the Act, 33 U.S.C. § 1319, for any violation cited in this Order.
2. The Town waives any and all claims for relief and otherwise available rights or remedies to judicial or administrative review which the Town may have with respect to any issue of fact or law set forth in this Order, including, but not limited to, any right of judicial review of this Order under the Administrative Procedure Act, 5 U.S.C. §§ 701-708.
3. Any material modification to the terms of this Order shall be by written agreement of EPA and the Town. Any nonmaterial modifications to the terms of this Order, such as approval of modifications to submissions to EPA and MA DEP or the due dates of such submissions, shall be effective upon written approval from EPA.
4. Requirements under this Order shall be undertaken using sound engineering practices, including, as appropriate, practices to improve the resilience of the City's sewer system infrastructure to the impacts of climate change.
5. This Order shall become effective upon signature by both parties.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Susan Studlien, Director  
Office of Environmental Stewardship  
Environmental Protection Agency, Region 1

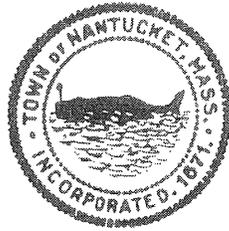
Consented to by: Board of Selectmen

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Town and County of Nantucket  
Board of Selectmen • County Commissioners

Patricia Roggeveen, Chairman  
Rick Atherton  
Robert R. DeCosta  
Bruce D. Miller  
Whiting Willauer



16 Broad Street  
Nantucket, Massachusetts 02554

Telephone (508) 228-7255  
Facsimile (508) 228-7272  
www.nantucket-ma.gov

C. Elizabeth Gibson  
Town & County Manager

August 12, 2016

Ms. Tonia Bandrowicz  
Senior Enforcement Counsel  
U.S. Environmental Protection Agency  
5 Post Office Square, Suite 100  
Mail Code OES 04-3  
Boston, MA 02109

Mr. David Turin  
U.S. Environmental Protection Agency  
5 Post Office Square, Suite 100  
Mail Code OES 04-3  
Boston, MA 02109

RE: Draft Administrative Order on Consent, Docket No. CWA-AO-R01-FY16-14; *Section V Information Request* Response

Dear Ms. Bandrowicz and Mr. Turin:

Pursuant to the telephone conference on Tuesday, July 26, 2016, we offer the following in response to *Section V, Information Request*, page 6, of the above-referenced document to support the Town's statement that the Spill Control and Countermeasure Plan (SPCC) prepared for the Surfside WWTF was previously deemed sufficient by EPA staff. We believe that based on the information we previously provided to EPA and attached hereto, we have met the requirements of Section V, 1(a) for the Surfside WWTF. Based on our telephone discussion this past Tuesday, we reviewed the SPCC completed in 2012 for the Surfside WWTF through Sherry Banks, Life Scientist, OSC. All communication states that the data submitted at that time was sufficient to meet EPA requirements for the SPCC. Included herein are all the email exchanges and data exchanged between Kara Buzanoski, DPW Director and Ms. Banks for your review and comment before Section V is finalized for EPA and Town execution.

We understand that Section V requires an SPCC to be completed for the Town's Sconset WWTF as well. As verbally agreed upon during the telephone conference, this SPCC will be submitted within 60 days of the dual execution of the AOC by EPA and the Town.

In addition, we agreed that Section V of the above-referenced document specifically relates to the two Town-owned wastewater treatment facilities;

1) Surfside WWTF; and 2) Siasconset WWTF.

If there are any questions concerning this matter, please contact Kara Buzanoski, Nantucket DPW Director, at 508.228.7244.

Sincerely,

C. Elizabeth Gibson  
Town Manager

cc: David Burns, MassDEP/SERO  
Kara Buzanoski, DPW Director  
Jeffrey Blake, Town Counsel, KP Law  
David Gray, Chief Operator Surfside WWTF  
Rosemary T. Blacquier, Woodard & Curran

**Cc:** Mohamed Nabulsi; Robert Inglis  
**Subject:** RE: Nantucket Surfside WWTP SPCC

Thank you Sherry.

Attached are the letter, the map and 2 pictures showing that the tank is precluded from flowing to the ocean by dunes and coastal plains.

Regards,  
Kara

Kara H. Buzanoski  
DPW Director  
188 Madaket Rd  
Nantucket, MA 02554  
508-228-7244

**From:** Sherry Banks [<mailto:Banks.Sherry@epamail.epa.gov>]  
**Sent:** Thursday, October 04, 2012 4:12 PM  
**To:** Kara Buzanoski  
**Subject:** Re: Nantucket Surfside WWTP SPCC

Kara,

I reviewed the letter and it will suffice, Please send the photos and this will complete your requirements. Thank you for your cooperation.

Sincerely,  
Sherry

Sherry Banks  
Life Scientist, OSC

U.S. EPA - New England Region 1  
5 Post Office Square  
OSRR02-2  
Boston, MA 02109-3912

EPA Office: (617) 918- 1828

"Our theories determine what we measure."

Albert Einstein

From: Kara Buzanoski <[kbuzanoski@nantucket-ma.gov](mailto:kbuzanoski@nantucket-ma.gov)>

To: Sherry Banks/R1/USEPA/US@EPA  
Date: 10/04/2012 04:06 PM  
Subject: Nantucket Surfside WWTP SPCC

---

Sherry can you look at this letter and see if it meets the requirements please?  
I will be going out tomorrow to take the picture to attach to this with the plan.  
Thanks, Kara

Kara H. Buzanoski  
DPW Director  
188 Madaket Rd  
Nantucket, MA 02554  
508-228-7244

[attachment "SPCC letter to EPA re surfside wwtp.doc" deleted by Sherry Banks/R1/USEPA/US] [attachment  
"Surfside WWTF Conservation Restriction Plan 02-24-09.pdf" deleted by Sherry Banks/R1/USEPA/US]

(508) 228-7244  
(508) 228-7245  
(508) 228-7289  
FAX

188 MADAKET ROAD  
02554

*TOWN OF NANTUCKET*  
MASSACHUSETTS



DEPARTMENT OF PUBLIC WORKS

October 4, 2012

Sherry Banks  
Life Scientist, OSC  
U.S. EPA - New England Region 1  
5 Post Office Square  
OSRR02-2  
Boston, MA 02109-3912

Re: Surfside Wastewater Treatment Plant SPCC Plan

Dear Sherry,

Please be advised that the 6000 gallons fuel tank associated with the emergency generator at the Surfside Wastewater treatment plant can *not* reasonably be expected to discharge to the Atlantic Ocean or adjacent shoreline. This is due to the fact that the dunes between the fuel tank location and the shore are at a greater elevation than the fuel tank. I have attached a map showing the extensive dunes. Also attached are pictures from the fuel tank location shot towards the ocean that shows the height of the dunes between the tank and navigable waters.

I believe this completes the requirements for the Surfside Wastewater Treatment Plant Spill Prevention Containment plan.

Thank you for your attention to this matter.

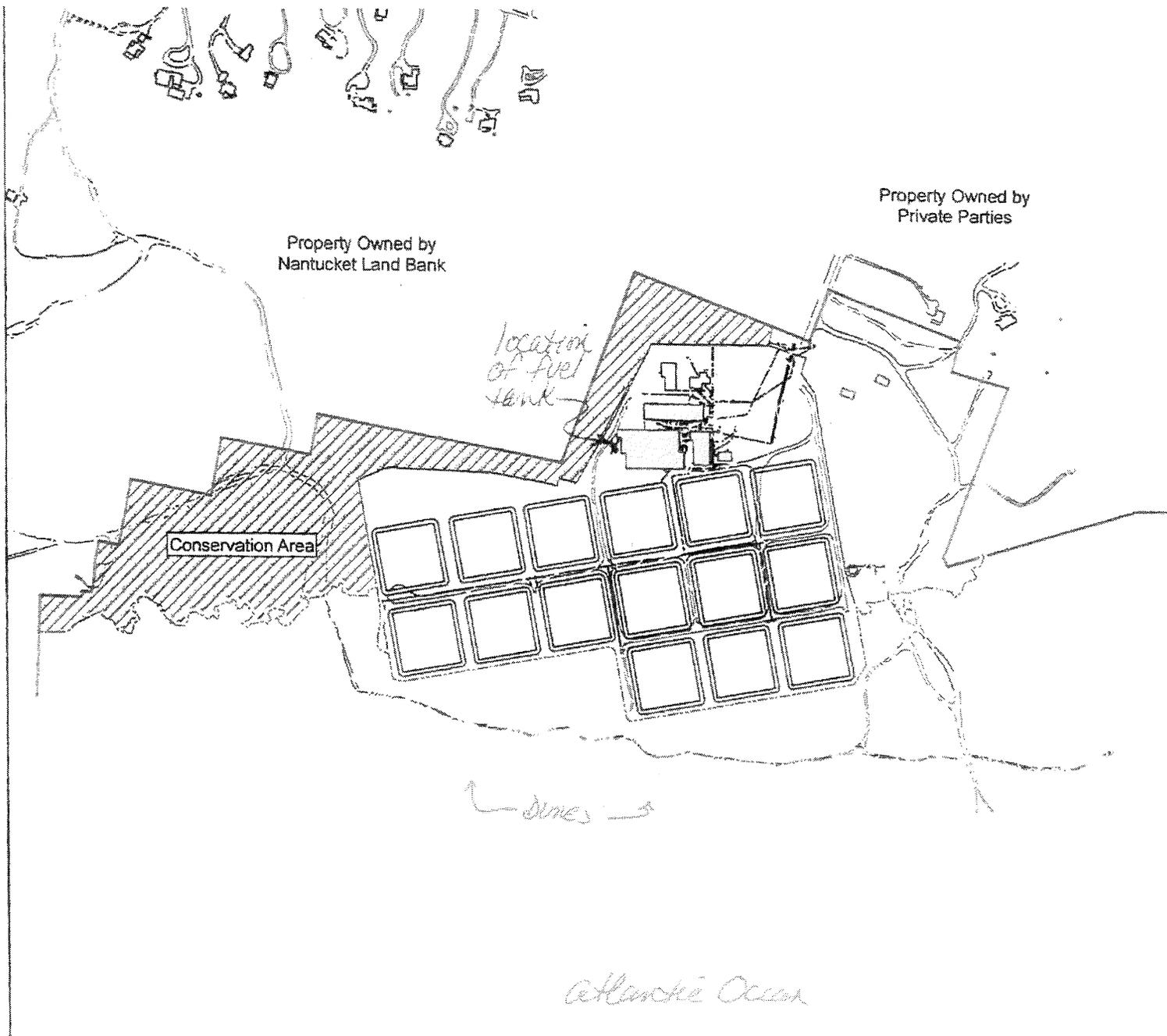
Best Regards,

A handwritten signature in cursive script, appearing to read "Kara H. Buzanoski".

Kara H. Buzanoski  
DPW Director

DIVISIONS

ENGINEERING HIGHWAY SEWER SANITATION FORESTRY MOSQUITO CEMETERY RECYCLING

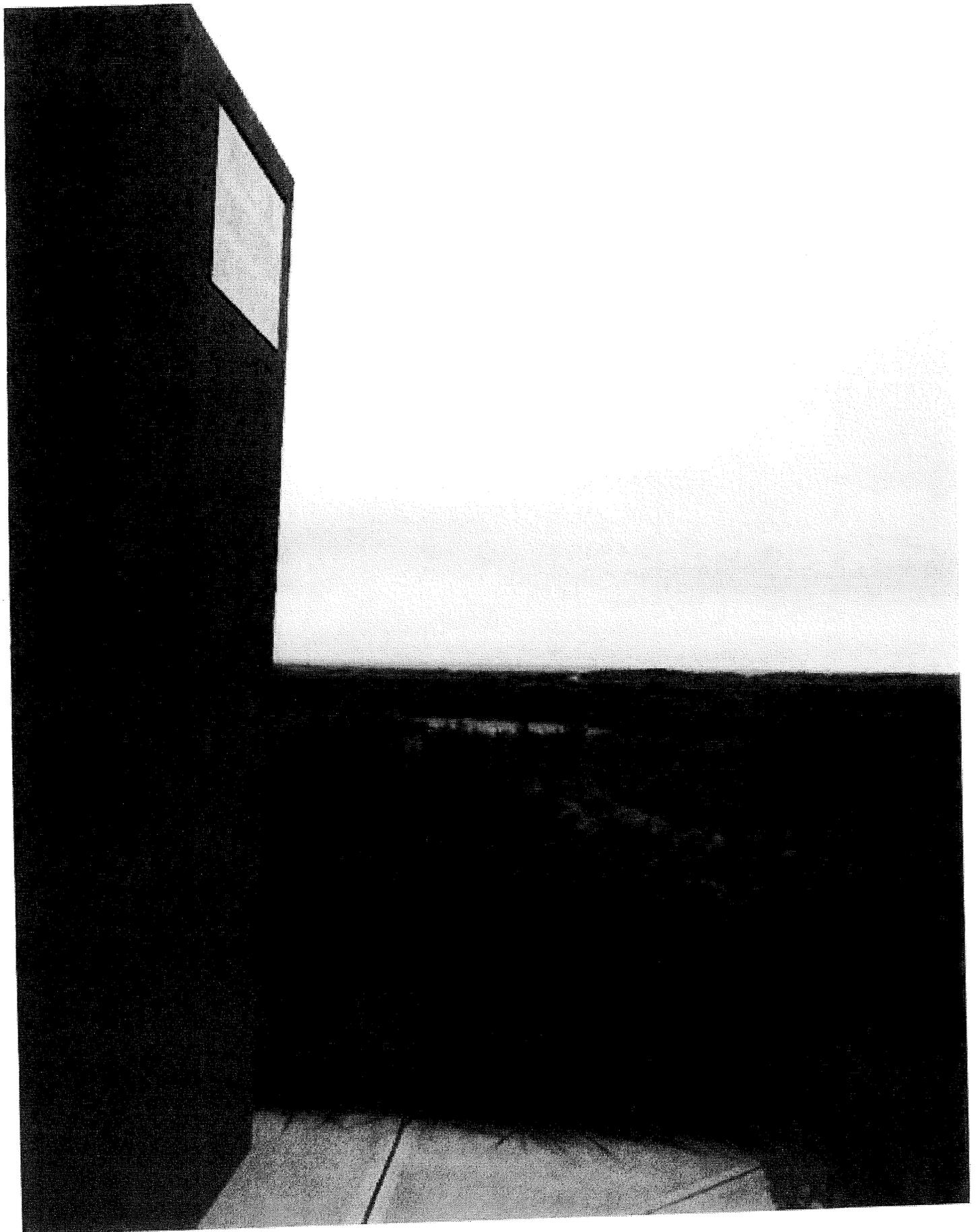


Drawing		1	
<b>Surfside Wastewater Treatment Facility</b> Nantucket, MA			
Scale	Date	Project No.	
1:5,500	02/2009	12243-002	
Property	Fence	Infiltration_Bed	Coastal Dune Boundary



NO FUEL OIL OPERATORS TO BE IN CONTACT

FUEL OIL  
COMBUSTIBLE  
NO SMOKING



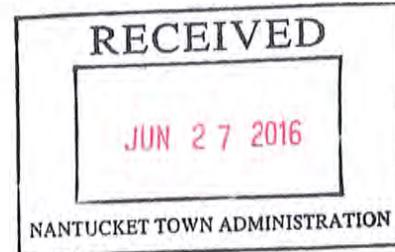


UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION I  
5 POST OFFICE SQUARE, SUITE 100  
BOSTON, MASSACHUSETTS 02109-3912

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

JUN 23 2016

C. Elizabeth Gibson, Town Manager  
Town of Nantucket  
16 Broad Street  
Nantucket, MA 02554



RE: Draft Administrative Order on Consent, Docket No. CWA-AO-R01-FY16-14

Dear Ms. Gibson:

As you may be aware, on September 15, 2015, the U.S. Environmental Protection Agency (EPA) conducted an inspection of the wastewater collection system and wastewater treatment facilities owned and operated by the Town of Nantucket. This inspection was conducted to investigate reports of discharges of untreated sewage to Nantucket Harbor from the Town's collection system. As such discharges are not authorized under a NPDES permit, they are occurring in violation of the Section 301(a) of the Clean Water Act, 33 U.S.C. §1311(a). EPA understands that the Massachusetts Department of Environmental Protection issued a Notice of Noncompliance to the Town for overflows of raw sewage from its collection system to waters of the State and despite the Town submitting a "Return to Compliance" plan in September 2015, required repairs have not been made.

During the inspection, the EPA inspector also observed potential noncompliance with the federal Oil Pollution Prevention regulations at 40 C.F.R, Part 112, promulgated under Section 311 of the Clean Water Act, 33 U.S.C. §1321, in that the Town did not have a spill prevention control and countermeasure plan for certain facilities that stored oil over threshold regulatory amounts.

EPA wishes to work cooperatively with the Town in developing remedial steps and a schedule to bring the Town into full compliance with all federal Clean Water Act requirements. Therefore, to address the noncompliance relating to the Town's collection system and oil storage, EPA proposes that the parties enter into an administrative order on consent (AOC) that would be issued pursuant to Section 309(a)(3) of the Clean Water Act, 33 U.S.C. § 1319(a)(3). Enclosed is a draft AOC that EPA proposes the parties sign. If this approach is acceptable to the Town, we suggest a meeting or phone conference call in the near future to go over the document, EPA's expectations regarding compliance by Town, and any proposed revisions to the draft AOC.

Please be aware that if the Town is not agreeable to signing an AOC, EPA is prepared to unilaterally issue an administrative compliance order.

Please let EPA know within two weeks of receiving this letter if the Town is receptive to entering into an AOC by having your technical staff contact David Turin at 617-918-1598, or having the Town's legal counsel contact Tonia Bandrowicz at 617-918-1734.

Sincerely,



Susan Studlien, Director  
Office of Environmental Stewardship

cc: David Burns, MassDEP (Electronic-Copy)  
Kara Buzanoski, DPW Director  
David Gray, WWTF Chief Operator

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 1**

IN THE MATTER OF	)	<b>DOCKET NO. CWA-AO-R01-FY16-14</b>
	)	
Town of Nantucket, Massachusetts	)	<b>FINDINGS OF VIOLATION</b>
	)	
	)	<b>AND</b>
Proceedings under Sections 308(a) and	)	
309(a)(3) of the Clean Water Act,	)	<b>ORDER FOR COMPLIANCE</b>
33 U.S.C. §§ 1318(a) and	)	
1319(a)(3)	)	<b>ON CONSENT</b>

**I. STATUTORY AUTHORITY**

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This Order is based on findings of violation of Section 301(a) of the Act, 33 U.S.C. § 1311(a). Pursuant to Section 309(a)(5)(A) of the Act, 33 U.S.C. § 1319(a)(5)(A), the Order provides a schedule for compliance that the Director has determined to be reasonable.

**II. DEFINITIONS**

Unless otherwise defined herein, terms used in this Order shall have the meaning given to those terms in the Act, 33 U.S.C. § 1251 *et seq.*, and the regulations promulgated thereunder.

**III. FINDINGS**

The Director makes the following findings of fact:

1. Town of Nantucket (the “Town”) is a “municipality” established under the laws of the Commonwealth of Massachusetts, as defined in Section 502(4) of the Act, 33 U.S.C.

§ 1362(4), and, therefore, a “person” under Section 502(5) of the Act, 33 U.S.C. § 1362(5).

2. The Town is the owner and operator of a wastewater collection and conveyance system (the “Collection System”).
3. Section 301(a) of the Act, 33 U.S.C. § 1311(a), makes unlawful the discharge of pollutants to waters of the United States except, among other things, in compliance with the terms and conditions of a National Pollutant Discharge Elimination System (“NPDES”) permit issued pursuant to Section 402 of the Act, 33 U.S.C. § 1342.
4. The Town has discharged untreated sewage from the Collection System to Nantucket Harbor without authorization of a NPDES permit.
5. Nantucket Harbor is a water of the United States and, as such, is a “navigable water” under Section 502(7) of the Act, 33 U.S.C. § 1362(7), and the regulations promulgated thereunder.
6. Untreated sewage contains “pollutants,” as defined in Sections 502(6) and (12) of the Act, 33 U.S.C. §§ 1362(6) and (12), including fecal coliform and enterococci bacteria.
7. The various unauthorized components of the Collection System from which the Town has discharged untreated sewage are “point sources,” as defined in Section 502(14) of the Act, 33 U.S.C. § 1362(14).
8. In August 2015, the Town received a Notice of Noncompliance from the Massachusetts Department of Environmental Protection (“MA DEP”) for past overflows of raw sewage from the Collection System to waters of the State via local stormwater flow in violation of applicable State law.
9. On September 15, 2015, EPA conducted an inspection of the Collection System and wastewater treatment facilities owned and operated by the Town and were informed that the Town had submitted a “Return to Compliance” plan to MA DEP on, or around, August 16, 2015, that described measures that the Town intended to take, including replacing a damaged 10” sewage collection pipe.
10. On, or around June 2, 2016, after receiving reports of additional unpermitted discharges, EPA staff contacted the Town regarding its progress implementing the repairs described in paragraph III.9, above, and were informed that these repairs had not occurred.

11. Discharges of untreated sewage to Nantucket Harbor from the Town's Collection System are not authorized under a NPDES permit and, therefore, are in violation of Section 301(a) of the Act, 33 U.S.C. § 1311(a).

#### IV. ORDER

Accordingly, pursuant to Section 309(a)(3) of the Act, it is hereby ordered that:

1. By September 30, 2016 the Town shall complete and submit a Capacity, Management, Operation and Maintenance ("CMOM") Program Assessment of the Town's operation and maintenance practices (the "CMOM Program Self-Assessment") for review and comment to EPA and MA DEP. In the CMOM Program Self-Assessment, the Town shall, among other things, identify any and all improvements to the Town's preventive maintenance practices that are necessary in order to preserve the infrastructure of the Collection System and to prevent future unauthorized discharges from the Collection System. The CMOM Program Self-Assessment shall be conducted in accordance with EPA's *Guide for Evaluating CMOM Programs at Sanitary Sewer Collection Systems* (EPA 305-B-05-002, January 2005), which is available on-line at [http://www.epa.gov/npdes/pubs/cmom\\_guide\\_for\\_collection\\_systems.pdf](http://www.epa.gov/npdes/pubs/cmom_guide_for_collection_systems.pdf). As part of the CMOM Program Self-Assessment, the Town shall complete and submit the Wastewater Collection System CMOM Program Assessment Checklist ("CMOM Program Self-Assessment Checklist") (Attachment No. 1), which is a Region 1 modification of the checklist that accompanies the above-referenced guidance.
2. By December 31, 2016, the Town shall submit a CMOM Corrective Action Plan (the "CMOM CAP") for review and comment to EPA and RIDEM. Upon completion of the CMOM CAP, the Town shall immediately and continuously implement the CMOM CAP. The Town shall incorporate any subsequent comments provided by EPA or RIDEM into its CMOM CAP. The CMOM CAP shall, at a minimum, include the following:
  - a. A list of any action items identified by the CMOM Program Self-Assessment;
  - b. A list of causes and contributing factors that lead to the unauthorized discharges identified in the CMOM Program Self-Assessment, described in paragraph IV.1, above;

- c. A description of the specific short and long-term actions that the Town is taking, or plans to take, to address any of the deficiencies identified in CMOM Program Self-Assessment; and
  - d. A schedule for implementation of the CMOM CAP (the “CMOM CAP Implementation Schedule”).
- 3. By June 30, 2017, the Town shall submit a CMOM Program Manual to EPA and MADEP for review and comment. The CMOM Program Manual shall contain all information used by the Town to properly operate and maintain the Collection System and minimize the frequency, duration, and volume of unauthorized discharges. The CMOM Program Manual shall be maintained at a location that is readily accessible to the Town's maintenance staff and shall be updated periodically in an iterative manner. The subject areas in the CMOM Program Manual shall include, but are not limited to, the following:
  - a. Collection System Management
    - i) Organizational Structure
    - ii) Training
    - iii) Internal Communication
    - iv) Customer Service
    - v) Management Information Systems
    - vi) Unauthorized Discharge Notification Systems
    - vii) Legal Authority;
  - b. Collection System Operation
    - i) Budgeting
    - ii) Monitoring
    - iii) Hydrogen Sulfide Monitoring and Control
    - iv) Safety
    - v) Emergency Preparedness and Response
    - vi) Modeling
    - vii) Mapping
    - viii) New Construction
    - ix) Pump Stations;

- c. Equipment and Collection System Maintenance
    - i) Maintenance Budgeting
    - ii) Planned and Unplanned Maintenance
    - iii) Sewer Cleaning
    - iv) Parts and Equipment Inventory;
  - d. Sewer System Capacity Evaluation – Testing and Inspection
    - i) Flow Monitoring
    - ii) Sewer System Testing
    - iii) Sewer System Inspection; and
  - e. Sewer System Rehabilitation.
4. Until further notice, beginning March 31, 2017, and each March 31 annually thereafter, the Town shall submit a CMOM Program Implementation Annual Report (the “CMOM Annual Report”) to EPA and MA DEP, detailing the actions taken by the Town during the prior calendar year, or known by the Town to have been taken by other parties, to resolve the deficiencies identified in the CMOM CAP and to comply with this Order. The CMOM Annual Report shall also include:
- a. A summary listing of all unauthorized discharges that have occurred during the last calendar year;
  - b. A map or maps of the Town’s Collection System showing the location of each unauthorized discharge included in the summary listing;
  - c. A detailed description of the actions taken during the previous calendar year to address any action items included in the CMOM CAP, including updates to the CMOM Program Manual, required by paragraph IV.3, above; and
  - d. A description of the actions that will be taken during the current calendar year to address any action items included in the CMOM CAP.
5. By September 30, 2019, the Town shall update the CMOM Program Self-Assessment Checklist completed pursuant to paragraph IV.1 of this Order, and submit an updated Third Year CMOM Program Self-Assessment Checklist to EPA and MA DEP for review and comment.

## V. INFORMATION REQUEST

1. During the EPA Inspection on September 15, 2015, it was observed that the Surfside and Sconset Wastewater facilities both had oil storage capacity over the threshold amounts that requires the development of a Spill Prevention, Control, and Countermeasure (“SPCC”) plan under EPA’s Oil Pollution Prevention program, established under Section 311 of the Act, 33 U.S.C. § 1321 of the Act and found at 40 C.F.R. § 112, but that a SPCC plan may not have been prepared or implemented for the facility. Pursuant to Section 308(a) of the Act, 33 U.S.C. § 1318(a), please provide the following information:
    - a. If the Town has previously prepared an SPCC Plan, a copy of such plan;
    - b. If the Town is required to prepare a SPCC Plan under the Oil Pollution Prevention regulations, a copy of such new plan upon completion. If completion of the SPCC Plan is not feasible within 30 calendar days, submit a detailed schedule of when it will be completed and fully implemented. The schedule should include the name, address, license number, and state of licensure of the registered professional engineer certifying the SPCC Plan. If your Facility has an aboveground oil storage capacity of 10,000 gallons or less and meets the oil discharge history criteria as described in 40 C.F.R. § 112.3(g), the federal SPCC requirements no longer require you to obtain professional engineer (“PE”) certification of the SPCC Plan (although state requirements regarding PE certification may still apply). Instead, you may self-certify your Facility’s SPCC Plan consistent with the requirements of 40 C.F.R. § 112.6. If you choose to self-certify, in addition to providing EPA with the self-certified SPCC Plan, provide an explanation (with documentation) supporting the determination that your Facility is a “qualified facility” as defined in 40 C.F.R. § 112.3(g).1 If the SPCC Plan calls for the construction of secondary containment at the Facility, the schedule should include construction milestone dates;
    - c. If you have determined that the Town facilities are not required to have an SPCC Plan, an explanation supporting such determination, including appropriate documentation; and
-

- d. A list of all the oil storage capacity at the Town's facilities, both underground and aboveground (including tanks, drums, transformers, oil-filled systems, etc. that hold 55 gallons or more) and the type of oil stored in each container. Indicate each container's age and method of construction (e.g., single or double wall, welded or riveted, steel or fiberglass). Also indicate whether any secondary containment is provided around each container, and, if so, its method of construction (e.g., earth berm, steel wall, concrete block wall, poured concrete wall) and the total volume it can contain. Under 40 C.F.R. § 112.2, "oil" is defined as oil of any kind or in any form including, but not limited to, petroleum, fuel oil, sludge, oil refuse and oil mixed with wastes other than dredged spoil;

## VI. NOTIFICATION PROCEDURES

1. Where this Order requires a specific action to be performed within a certain time frame, the Town shall submit a written notice of compliance or noncompliance with each deadline. Notification of compliance shall be mailed within 14 days after each required deadline. The timely submission of a required report shall satisfy the requirement that a notice of compliance be submitted.
2. If noncompliance is reported, notification shall include the following information:
  - a. A description of the noncompliance;
  - b. A description of any actions taken or proposed by the Town to comply with the lapsed schedule requirements;
  - c. A description of any factors that tend to explain or mitigate the noncompliance; and
  - d. An approximate date by which the Town will perform the required action.
3. After a notification of noncompliance has been filed, compliance with the past-due requirement shall be reported by submitting any required documents or providing EPA with a written report indicating that the required action has been achieved.
4. Submissions required by this Order shall be in writing and shall be mailed to the following addresses:

David Turin  
U.S. Environmental Protection Agency  
Mail Code OES04-3  
5 Post Office Square - Suite 100  
Boston MA 02109 – 3912

and

Massachusetts Department of Environmental Protection  
Southeast Region Main Office  
20 Riverside Drive  
Lakeville, MA 02347  
Attn: David Burns

Electronic copies of submissions shall be shall be emailed to the following addresses: turin.david@epa.gov and david.burns@state.ma.us. Verbal notification for EPA shall be to David Turin at (617) 918-1598. EPA shall notify the Town in writing of any changes to the contact persons or address.

## **VII. GENERAL PROVISIONS**

1. EPA reserves the right to seek any and all remedies available under Section 309 of the Act, 33 U.S.C. § 1319, for any violation cited in this Order.
2. The Town waives any and all claims for relief and otherwise available rights or remedies to judicial or administrative review which the Town may have with respect to any issue of fact or law set forth in this Order, including, but not limited to, any right of judicial review of this Order under the Administrative Procedure Act, 5 U.S.C. §§ 701-708.
3. Any material modification to the terms of this Order shall be by written agreement of EPA and the Town. Any nonmaterial modifications to the terms of this Order, such as approval of modifications to submissions to EPA and MA DEP or the due dates of such submissions, shall be effective upon written approval from EPA.
4. Requirements under this Order shall be undertaken using sound engineering practices, including, as appropriate, practices to improve the resilience of the City's sewer system infrastructure to the impacts of climate change.
5. This Order shall become effective upon signature by both parties.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Susan Studlien, Director  
Office of Environmental Stewardship  
Environmental Protection Agency, Region 1

Consented to by:

\_\_\_\_\_  
Date

\_\_\_\_\_  
xxx

**Attachment**  
**United States Environmental Protection Agency, EPA New England**

**Wastewater Collection System CMOM Program Self-Assessment Checklist**

Oct 2010

Name of your system \_\_\_\_\_ Date \_\_\_\_\_

Put an "A" in the final column for an issue you intend to address with future action, or leave blank if you have evaluated your program as sufficient.

**I. General Information – Collection System Description**

I	Question	Response	*Act
1	How many people are served by your wastewater collection system?		
2	What is the number of service connections to your collection system? How many: Manholes? Pump stations? Feet (or miles) of sewer? Force mains? Siphons?		
3	What is the age of your system (e.g., 30% over 30 years, 20% over 50 years, etc.)?		
4	What type(s) of collection system map is/are available and what percent of the system is mapped by each method (e.g., paper only, paper scanned into electronic, digitized, interactive GIS, etc.)? When was the map(s) last updated?		
5	If you have a systematic numbering and identification method/system established to identify sewer system manhole, sewer lines, and other items (pump stations, etc.), please describe.		
6	Are "as-built" plans (record drawings) or maps available and used by field crews in the office and in the field?		
7	Describe the type of asset management (AM) system you use (e.g. card catalog, spreadsheets, AM software program, etc.)		

**II. Continuing Sewer Assessment Plan**

II	Question	Response	*Act
1	Under what conditions, if any, does the collection system overflow? Does it overflow during wet and/or dry weather? Has your system had problems with: <input type="checkbox"/> hydraulic issues, <input type="checkbox"/> debris, <input type="checkbox"/> roots, <input type="checkbox"/> Fats, Oils & Grease (FOG), <input type="checkbox"/> vandalism blockages resulting in manhole overflows, <input type="checkbox"/> basement backups, <input type="checkbox"/> other (specify)? Describe your system's history of structural		

\* Put an "A" in the final column if this is an issue you intend to address with future action.

	collapses, and PS or force main failures.		
2	How many SSOs have occurred in each of the last three calendar years? What is the most frequent cause?		
3	Of those SSOs, how many basement backups occurred in each of the last three calendar years? How are they documented?		
4	What is the ratio of peak wet-weather flow to average dry-weather flow at the wastewater treatment plant (or municipal boundary for satellite collection systems)?		
5	What short-term measures have been implemented or plan to be implemented to mitigate the overflows? If actions are planned, when will they be implemented?		
6	What long-term measures have been implemented or plan to be implemented to mitigate the overflows? If actions are planned, when will they be implemented?		
7	Describe your preventive maintenance program; how do you track it (e.g., card files, electronically, with specific software)?		
8	How do you prioritize investigations, repairs and rehabilitation? What critical and priority problem areas are addressed more frequently than the remainder of your system? How frequently are these areas evaluated?		
9	Are septage haulers required to declare the origin of their "load"? Are records of these declarations maintained? Do any of the declarations provide evidence of SSOs?		

\* Put an "A" in the final column if this is an issue you intend to address with future action.

### III.A. Collection System Management Organizational Structure

IIIA	Question	Response	*Act
1	Do you have an organizational chart that shows the overall personnel structure for collection system operations, including operation and maintenance staff? Please attach your chart.		
2	For which jobs do you have up-to-date job descriptions that delineate responsibilities and authority for each position?		
3	How many staff members are dedicated to collection system maintenance? Of those, how many are responsible for any other duties, (e.g., road repair or maintenance, O&M of the storm water collection system)? If so, describe other duties.		
4	Are there any collection system maintenance position vacancies? How long has the position(s) been vacant?		
5	For which, if any, maintenance activities do you use an outside contractor?		
6	Describe any group purchase contracts you participate in.		

### III.B. Collection System Management: Training

IIIB	Question	Response	*Act
1	What types of training are provided to staff?		
2	Is training provided in the following areas: general safety, routine line maintenance, confined space entry, MSDS, lockout/tagout, biologic hazards, traffic control, record keeping, electrical and instrumentation, pipe repair, public relations, SSO/emergency response, pump station operations and maintenance, trench/shoring, other (describe)?		
3	Which training requirements are mandatory for key employees?		
4	How many collection system employees are certified (e.g., NEWEA certification program) and at what grade are they certified?		

\* Put an "A" in the final column if this is an issue you intend to address with future action.

**III.C. Collection System Management: Communication and Customer Service**

IIIC	Question	Response	*Act
1	Describe your public education/outreach programs (e.g., for user rates, FOG, extraneous flow, SSOs etc.)		
2	What are the most common collection system complaints? How many complaints have you received in each of the past three calendar years?		
3	Are formal procedures in place to evaluate and respond to complaints?		
4	How are complaint records maintained (i.e., computerized)? How are complaints tied to emergency response and operations and maintenance programs?		

**III.D. Collection System Management: Management Information Systems**

IIID	Question	Response	*Act
1	How do you manage collection system information? (Commercial software package, spreadsheets, data bases, SCADA, etc). What information and functions are managed electronically?		
2	What procedures are used to track and plan collection system maintenance activities?		
3	Who is responsible for establishing maintenance priorities? What records are maintained for each piece of mechanical equipment within the collection system?		
4	What is the backlog for various types of work orders?		
5	How do you track emergencies and your response to emergencies? How do you link emergency responses to your maintenance activities?		
6	What written policies/protocols do you have for managing and tracking the following information: complaint work orders, scheduled work orders, customer service, scheduled preventative maintenance, scheduled inspections, sewer system inventory, safety incidents, emergency responses, scheduled monitoring/sampling, compliance/overflow tracking,		

\* Put an "A" in the final column if this is an issue you intend to address with future action.

	equipment/tools tracking, parts inventory?		
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**III.E. Collection System Management: SSO Notification Program**

IIIE	Question	Response	*Act
1	What are your procedures, including time frames, for notifying state agencies, health agencies, regulatory authorities, and the drinking water authorities of overflow events?		
2	Do you use the state standard form for recording/reporting overflow events? If not, provide a sample copy of the form that is used.		

**III.F. Collection System Management: Legal Authority**

IIIF	Question	Response	*Act
1	Are discharges to the sewer regulated by a sewer use ordinance (SUO)? Does the SUO contain procedures for controlling and enforcing the following: <input type="checkbox"/> FOG; <input type="checkbox"/> Infiltration/ Inflow (I/I); <input type="checkbox"/> building structures over the sewer lines; <input type="checkbox"/> storm water connections to sanitary lines; <input type="checkbox"/> defects in service laterals located on private property; <input type="checkbox"/> sump pumps?		
2	Who is responsible for enforcing various aspects of the SUO? Does this party communicate with your department on a regular basis?		
3	Summarize any SUO enforcement actions/activities that have occurred in the last three calendar years.		
4	Do you have a program to control FOG entering the collection system? If so, which of the following does it include: <input type="checkbox"/> permits, <input type="checkbox"/> inspection <input type="checkbox"/> enforcement? Are commercial grease traps inspected regularly and who is responsible for conducting inspections?		
5	Is there an ordinance dealing with storm water connections or requirements to remove storm water connections?		
6	Does the collection system receive flow from satellite communities? Which communities? How are flows from these satellite communities regulated? Are satellite flow capacity issues periodically reviewed?		
7	Does the collection system receive		

\* Put an "A" in the final column if this is an issue you intend to address with future action.

	flow from private collection systems? If yes, how is flow from these private sources regulated? How are overflows dealt with? Provide details, including contact information for these private systems.		
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**IV.A. Collection System Operation: Financing**

IV A	Question	Response	*Act
1	Has an enterprise (or other) fund been established and what does it include: wastewater collection and treatment operations; collection system maintenance; long-term infrastructure improvements; etc.? Are the funds sufficient to properly fund future system needs?		
2	How are rates calculated (have you done a rate analysis)? What is the current sewer charge rate? When was it last increased? How much was the increase?		
3	What is your O&M budget?		
4	If an enterprise fund has not been established, how are collection system maintenance operations funded?		
5	Does a Capital Improvement Plan (CIP) that provides for system repair/replacement on a prioritized basis exist? What is the collection system's average annual CIP budget?		
6	How do you account for the value of your system infrastructure for the Government Accounting Standards Board standard 34 (GASB 34)?		

\* Put an "A" in the final column if this is an issue you intend to address with future action.

**IV.B. Collection System Operation: Hydrogen Sulfide Monitoring and Control**

IV B	Question	Response	*Act
1	Are odors a frequent source of complaints? How many have been received in the last calendar year?		
2	Do you have a hydrogen sulfide problem, and if so, do you have corrosion control programs? What are the major elements of the program?		
3	Does your system contain air relief valves at the high points of the force main system? How often are they inspected? How often are they exercised?		

**IV.C. Collection System Operation: Safety**

IV C	Question	Response	*Act
1	Do you have a formal Safety Training Program? How do you maintain safety training records?		
2	Which of the following equipment items are available and in adequate supply: <input type="checkbox"/> rubber/disposable gloves; <input type="checkbox"/> confined space ventilation equipment; <input type="checkbox"/> hard hats, <input type="checkbox"/> safety glasses, <input type="checkbox"/> rubber boots; <input type="checkbox"/> antibacterial soap and first aid kit; <input type="checkbox"/> tripods or non-entry rescue equipment; <input type="checkbox"/> fire extinguishers; <input type="checkbox"/> equipment to enter manholes; <input type="checkbox"/> portable crane/hoist; <input type="checkbox"/> atmospheric testing equipment and gas detectors; <input type="checkbox"/> oxygen sensors; <input type="checkbox"/> H2S monitors; <input type="checkbox"/> full body harness; <input type="checkbox"/> protective clothing; <input type="checkbox"/> traffic/public access control equipment; <input type="checkbox"/> 5-minute escape breathing devices; <input type="checkbox"/> life preservers for lagoons; <input type="checkbox"/> safety buoy at activated sludge plants; <input type="checkbox"/> fiberglass or wooden ladders for electrical work; <input type="checkbox"/> respirators and/or self-contained breathing apparatus; <input type="checkbox"/> methane gas or OVA analyzer; <input type="checkbox"/> LEL metering?		

\* Put an "A" in the final column if this is an issue you intend to address with future action.

#### IV.D. Collection System Operation: Emergency Preparedness and Response

IV.D	Question	Response	*Act
1	Do you have a written collection system emergency response plan? When was the plan last updated? What departments are included in your emergency planning?		
2	Which of the following issues are considered: <input type="checkbox"/> vulnerable points in the system, <input type="checkbox"/> severe natural events, <input type="checkbox"/> failure of critical system components, <input type="checkbox"/> vandalism or other third party events (specify), <input type="checkbox"/> other types of incidents (specify)?		
3	How do you train staff to respond to emergency situations? Where are responsibilities detailed for personnel who respond to emergencies?		
4	How many emergency calls have you had in the past calendar year?		

#### IV.E. Collection System Operation: Engineering – Capacity

IV.E	Question	Response	*Act
1	How do you evaluate the capacity of your system and what capacity issues have you identified, if any? What is your plan to remedy the identified capacity issues?		
2	What procedures do you use to determine whether the capacity of existing gravity sewer system, pump stations and force mains are adequate for new connections? Who does this evaluation?		
3	Do you charge hook up fees for new development and if so, how are they calculated?		
4	Do you have a hydraulic model of your collection system? Is it used to predict the effects of system remediation and new connections?		

#### IV.F. Collection System Operation: Pump Stations - Inspection

IV.F	Question	Response	*Act
1	How many pump stations are in the system? How often are pump stations inspected? How many are privately owned, and how are they inspected? Do you use an inspection checklist?		
2	Is there sufficient redundancy of equipment at all pump stations?		
3	How are pump stations monitored? If a SCADA system is used, what		

\* Put an "A" in the final column if this is an issue you intend to address with future action.

	parameters are monitored?		
4	How many pump station/force main failures have you had in each of the last three years? Who responds to pump station/force main failures and overflows? How are the responders notified?		
5	How many pump stations are equipped with backup power sources? How many require portable generators? How many portable generators does your system own? Explain how the portable generators will be deployed during a system-wide electrical outage.		
6	Are operation logs maintained for all pump stations? Are the lead, lag, and backup pumps rotated regularly?		
7	Is there a procedure to modify pump operations (manually, or automatically), during wet weather to increase in-line storage of wet weather flows? If so, describe.		

**V.A. Equipment and Collection System Maintenance: Sewer Cleaning**

V A	Question	Response	*Act
1	What is your schedule for cleaning sewer lines on a system-wide basis? At this frequency, how long will it take to clean the system? How are sewer cleaning efforts documented?		
2	How many linear miles of the collection system were cleaned in each of the past 3 calendar years?		
3	How do you identify sewer line segments that have chronic problems and should be cleaned more frequently? Is a list of these areas maintained and cleaning frequencies established?		
4	Approximately, how many collection system blockages have occurred during the last calendar year, and what were the causes?		
5	Has the number of blockages increased, decreased, or stayed the same over the past five years?		
6	What equipment is available to clean sewers? Is any type of cleaning contracted to other parties? If yes, under what circumstances?		
7	Do you have a root control program? Describe its critical		

\* Put an "A" in the final column if this is an issue you intend to address with future action.

	components.	
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**V.B. Equipment and Collection System Maintenance: Maintenance Right-of-Way**

<b>V B</b>	<b>Question</b>	<b>Response</b>	<b>*Act</b>
1	Is scheduled maintenance performed on Rights-of-Way and Easements? At what frequency? How many manholes in easement areas can not be located?		
2	Are road paving projects coordinated with the collection system operators? Have manholes been paved over? How many manholes in paved areas can not be located? Describe any systems in place for locating and raising manholes that have been paved over.		

**V.C. Equipment and Collection System Maintenance: Parts Inventory**

<b>V C</b>	<b>Question</b>	<b>Response</b>	<b>*Act</b>
1	Do you have a central location for the storage of spare parts?		
2	How have critical spare parts been identified?		
3	How do you determine if adequate supplies on hand? Has an inventory tracking system been implemented?		

**VI A. SSES: System Assessment**

<b>VI A</b>	<b>Question</b>	<b>Response</b>	<b>*Act</b>
1	Do POTW flow records or prior I/I or SSES programs indicate the presence of public/private inflow sources or sump pumps? Please Explain.		
2	If problems are related to I/I, has a Sewer System Evaluation Survey (SSES) been conducted? When? What is the status of the recommendations?		
3	Do you have a program to identify and eliminate sources of I/I into the system including private service laterals and illegal connections? If so, describe.		
4	Have private residences been inspected for sump pumps and roof leader connections?		
5	Are inspections to identify illicit connections conducted during the property transfer process?		
6	How many sump pumps and roof leaders have been identified?		

\* Put an "A" in the final column if this is an issue you intend to address with future action.

	How many have been removed?		
7	Have follow-up homeowner inspections been conducted?		
8	What incentive programs exist to encourage residences to disconnect roof leaders & sump pumps? (i.e. matching funds, etc.)		
9	What disincentive programs exist to encourage residences to disconnect roof leaders & sump pumps? (i.e. fines, surcharges)		

**VI.B. SSES: Manhole Inspection**

VI B	Question	Response	*Act
1	Do you have a manhole inspection and assessment program?		
2	Has a formal manhole inspection checklist been developed?		
3	How many manholes were inspected during the past calendar year?		

**VII. Energy Use**

VII	Question	Response	*Act
1	What is your annual energy cost for operating your system? For which pieces of equipment do you track energy use?		
2	Have you upgraded any of your pumps and motors to more energy efficient models? If so, please describe.		
3	Have you performed an energy audit in the past three years?		
4	Where do you use the most energy (fuel, electricity) in operating your collection system?		
5	If you have a treatment plant, would you be interested in participating in EnergyStar benchmarking of your treatment plant?		

**VIII. Other Actions**

VIII	Question	Response	*Act
1	Describe any other actions that you plan to take to improve your CMOM Program that are not discussed above.		

\* Put an "A" in the final column if this is an issue you intend to address with future action.

## Summary of Richmond Sewer Projects/Town Acceptance Status

### October 5, 2016 Board of Selectmen's Meeting

As of 9/29/16

#### *Background*

Pursuant to the Board's *Sanitary Sewer Policy* (attached), private sewer lines "shall be built to the standards and specifications of the Town, and shall be dedicated and accepted as public facilities". There has been recent activity regarding new sewer lines being/been installed by the Richmond Group. A summary of the current status of each line follows:

#### *Lover's Lane*

Public road with sewer being installed by private developer. This line has not been constructed. Pursuant to the policy:

- sewer line specifications reviewed & approved by DPW (done)
- sewer line constructed by private developer (not done)
- once constructed, sewer line is to be inspected, tested, approved (contingent upon successful passage of acceptance tests) by DPW; DPW notifies Board of Public Works that the line may be accepted as a public sewer line (not done)
- Board of Public Works accepts the line as a public sewer line (not done)
- sewer may be activated for connection to main Town sewer line and sewer connection permits issued (not done)

This sewer line is contained within the comprehensive "Sewer Connection and Dedication Agreement" (attached) which has been in development between Town Counsel and Richmond since review with the Board of Selectmen on August 3, 2016.

**Recommendation:** Remove Lover's Lane from the Sewer Connection and Dedication Agreement and proceed with the steps as outlined in the policy (above).

#### *Greglen Ave/Davkim/Nancy Ann Lane*

Private road with sewer being installed by private developer. This line has been constructed, passed acceptance tests with DPW, some sewer connection permits issued; however, the line has not been accepted as a public sewer line by the Board. Pursuant to the policy:

- sewer line specifications reviewed & approved by DPW (done)
- sewer line constructed by private developer (done)
- once constructed, sewer line is to be inspected, tested, approved (contingent upon successful passage of acceptance tests) by DPW; DPW notifies Board of Public Works that the line may be accepted as a public sewer line (done)
- because this sewer line is in a private road, an easement plan and easements are required so that the Town may have access to the line for future maintenance and repairs (not done)
- Board of Public Works accepts the line as a public sewer line (not done)

-- sewer may be activated for connection to main Town sewer line and sewer connection permits issued (done)

This situation is somewhat complicated by the fact that sewer connection permits and connections were made in advance of the Board's acceptance of the private sewer line. Six sewer connection permits have been issued, of the six: four are new dwellings; two are existing dwellings that had failed septic systems and were directed by the Board of Health to connect to sewer. No further connection permits are being issued; although at least one additional existing dwelling has a failing septic system and has received a letter from the Board of Health to connect. There is an extraordinary circumstance provision in the Policy that could allow for connections to the line "when it has been determined by the Board of Health that extension of sewers are required to ensure the health and safety of the community".

**Recommendation:** The Sewer Connection and Dedication Agreement needs to be finalized between the Town and Richmond, and the outstanding steps of the Policy completed; and, that properties adjacent to this line that meet the Board of Health criteria as noted above, be issued a connection permit and be allowed to connect – contingent upon the submittal of an easement suitable for acceptance and recording.

*Sewer Lines to Service Richmond Developments*

These will be private lines in private roads and require substantial upgrades to the Town system in order to connect. The Town has had an outside engineering firm review Richmond's plans and confirm the improvements/upgrades that will need to be made to the Town system in order to accommodate this additional capacity. The herein referenced Sewer Connection and Dedication Agreement was initiated by this project. The project is in the permitting stage with the Planning Board and has not started.

No further recommendation at this time, pending finalization of the Agreement

*Attachments:*

- Sanitary Sewer Policy
- 9/19/16 Sewer Connection and Dedication Agreement as sent to Richmond by the Town

**Sanitary Sewer Policy**  
By  
Nantucket Board of Selectmen  
(acting as Board of Public Works)  
Adopted: January 6, 1999  
Amended: June 26, 2002

**Preamble**

The Town of Nantucket and the Nantucket Planning Board have, over the last several decades, adhered to an unwritten policy that resulted in the construction, operation and ownership of sanitary sewer systems either within public or private rights-of-way. In some instances, this has caused the Town to lose control of a logical methodology for extension of sanitary sewers. This policy has also made it possible for the creation of the equivalent of privately owned "mini-sewer authorities" which have the power to exact fees or deny connection. The Town has, accordingly, lost some control over decisions relating to extension of the public system and, as a result, the power to guide or direct growth in accordance with publicly endorsed policies.

With the past policy, the Town has permitted the extension of low-capacity private force mains for multiple lots, sometimes without regard for future extension policy.

**Revised Policy**

It is hereby the policy of the Town of Nantucket that extension of sanitary sewers, the reconstruction of existing systems, and the construction of related improvements such as pumping station, shall be built to the standards and specifications of the Town, and shall be dedicated and accepted as public facilities. It is also the policy of the Town to pass on to the private sector, the cost of engineering, construction and acceptance testing of these facilities through betterment assessments or other means, to the extent allowed by law, and in consideration of issues of equity and fairness. Notwithstanding the above, the Town may choose to fund, through general revenue bonds or revenue bonds, improvements or extension of the public sanitary sewer system, in accordance with the Comprehensive Wastewater Management Plan (CWMP).

**Comprehensive Wastewater Management Plan**

It is the policy of the Town that all decisions by the Town pertaining to the extension of sanitary sewers, the allowance or private sewer connections, or the construction of related facilities, shall be in accordance with the CWMP, at such time as it is duly adopted by the Nantucket Board of Public Works. In the interim, pending adoption of the CWMP, the existing standards and specification of the Town and the provisions of this policy shall govern.

**Specific Policies Pertaining to Existing Sanitary Sewers**

**Existing Private Sanitary Sewers**

It is the policy of the Town to acquire those existing systems which have been designed and constructed with additional capacity to accommodate future growth in accordance with the CWMP, and which meet the standards and specifications of the Town.

### **Existing Public Sanitary Sewers**

It is the policy of the Town that public sewers will be maintained and upgraded in accordance with the CWMP.

### **Specific Policies Pertaining to New Sanitary Sewer Improvements**

It is the request of the Board of Selectmen that any permitting or regulatory agency (including, but not limited to, the Department of Public Works, the Planning Board and Zoning Board) with the legal authority to approve, require construction of, and/or accept new or upgraded sanitary sewers shall do so in accordance with the standards and specifications of the Town, and with the CWMP. Further, it is the policy of the Town that all such facilities, including sewers constructed within the private ways are duly dedicated for public use, immediately after having passed acceptance test and, after having been accepted by the Board of Public Works unless otherwise determined by the Board of Public Works, to be an extraordinary circumstance. The proponents of sanitary sewer extensions in private ways, roads or lanes within the Town of Nantucket must provide a recordable sewer maintenance easement for sewers constructed within such private ways, roads or lanes.

### **Policy Applicable to Service Connections**

It is the policy of the Town that all private service connections shall be made within the "Limits of Adjacency" of the public sewer system. The only alternative to lengthy individual service connections extending from an existing public sewer shall be a public sewer construction in accordance with the standards and specifications of the Town. The Board of Public Works shall define "Limits of Adjacency."

### **Extraordinary Circumstances**

It is the policy of the Town that the Board of Public Works, after a public hearing, may permit exception to these policies in cases of extraordinary circumstances and when deemed to be in the best interest of the Town. In general terms, "extraordinary circumstances" shall include, but may not be limited to, the following:

1. Service to a lot or small cluster of lots on a private road, when it is deemed to be impractical to extend a public sewer, and the service of which, in all other respects, complies with the CWMP.
2. Service to a use, which, in the opinion of the Board of Public Works, provides a substantial public benefit to the community, and which cannot be feasibly served by the public sewer system.
3. Service to a developed area, when it has been determined by the Board of Health that extension of sewers are required to ensure the health and safety of the community.

**SEWER CONNECTION  
AND DEDICATION AGREEMENT**

THIS SEWER CONNECTION AND DEDICATION AGREEMENT (this “Agreement”) is entered into this \_\_\_\_ day of\_\_\_\_, 2016 (the “Effective Date”) by and between Richmond Great Point Development, LLC, a Delaware limited liability company, with a usual place of business at 23 Concord Street, Wilmington, MA 01887(hereinafter referred to as “Richmond”) and the Town of Nantucket, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 16 Broad Street, Nantucket, MA 02554 (hereinafter the “Town”), acting by and through its Board of Selectmen acting as the Nantucket Sewer Commission pursuant to chapter 396 of the Acts of 2008 (“Board of Selectmen” or “Nantucket Sewer Commission”). Richmond, the Town and the Commission are sometimes hereinafter collectively referred to as the “Parties” or if singularly, a “Party”.

**WITNESSETH**

WHEREAS, Richmond represents that it is a validly formed and organized limited liability company in good standing under the laws of the State of Delaware authorized to do business in the Commonwealth of Massachusetts; and

WHEREAS, in accordance with Massachusetts General Laws Chapter 83, Section 10, the Town or the Board of Selectmen, by due authority, adopted a Sanitary Sewer Policy concerning the connection of privately constructed sewer extensions to common sewers (the “Sanitary Sewer Policy”), a copy of which is attached to this Agreement as Exhibit A and incorporated herein by reference; and

WHEREAS, Richmond is the record title owner of approximately \_\_ acres, more or less, of real property situated in the Town and County of Nantucket off of Old South Road (the “Richmond Property”) as is more particularly detailed and described in Exhibit B to this Agreement which is attached hereto and incorporated herein by reference; and

WHEREAS, Richmond is developing a portion of the Richmond Property North of Nancy Ann Lane for commercial, retail, and residential purposes; and

WHEREAS, Richmond is intending to develop the Richmond Property South of Nancy Ann Lane by constructing two residential affordable housing developments, known as Meadows II and Sandpiper Place, consisting of up to 325 residential units ~~consisting of not more than~~ \_\_\_\_\_ bedrooms pursuant to a special permit to be issued by the Nantucket Planning Board pursuant to \_\_\_\_\_; and

WHEREAS, Richmond has either constructed or is intending to construct several sewer extensions to serve the Richmond Property, as follows: Sewer Line A which runs from Old South Road across land owned by Richmond and then along Nancy Ann Lane, Greglen Avenue and Dakim Lane, all of which are unaccepted private roads; Sewer Line B which runs along

Lovers Lane, an accepted County way; and Sewer Line C which runs from Old South Road across land owned by Richmond, and then along Nancy Ann Lane, which is an unaccepted private road, all as shown on Exhibit B; and

WHEREAS, Sewer Line A has been constructed by Richmond and is presently connected to the Town's sewer system, Sewer Line B is in the process of being constructed by Richmond ~~has been constructed~~ but is not yet connected to the Town's sewer system, and Line C, D and E are ~~has not yet been designed or constructed~~ currently in the planning and/or design phase; and

WHEREAS, in accordance with the Sanitary Sewer Policy, the DPW has approved the plans and inspected Sewer Line A and has determined that the Line was constructed in accordance with the Town standards, and the plans for Sewer Line B have been approved by the DPW.

WHEREAS, the Richmond Property is within the limits of a designated Town Sewer District as more particularly described and shown on a map entitled "Nantucket Sewer Districts Town and Siasconset," as prepared by the Town of Nantucket GIS Coordinator, dated April 20, 2010, (hereinafter the "Town Sewer District"); and

WHEREAS, the Richmond Property is entirely located within the Public Wellhead Recharge District and is subject to the regulations set forth in Section 139-12(b) of the Code of the Town of Nantucket; and

WHEREAS, several lots comprising the overall Richmond Property, as well as a number of other immediately abutting and surrounding residential and commercial properties in the area of the Richmond Property, but which are not owned by Richmond, are served by aging or failing septic systems; and

WHEREAS, it is in the mutual interest of Richmond and the Town to ensure, as the redevelopment of the Richmond Property proceeds, that the Town's sewer system be extended to serve the Richmond Property and those surrounding properties ; and

WHEREAS, the location, large size and favorable zoning of the Richmond Property has the potential to generate substantial wastewater flows in close proximity to wells located within the Public Wellhead Recharge District which provide potable water for portions of the Town of Nantucket; and

WHEREAS, on November 9, 2015, the Parties entered into an agreement entitled "2015 Richmond Great Point Development, LLC/Town of Nantucket Memorandum of Agreement" ("2015 Memorandum of Agreement") in connection with a re-zoning proposal petitioned by Richmond to facilitate the development of the Meadows II and Sandpiper Place residential portion of the Richmond Property; and

Whereas, Section I.11 of the Memorandum of Agreement states:

11. Richmond shall provide, at its sole expense, all of the necessary sewer and water infrastructure to serve the 325 units at the Property and connect them to the municipal infrastructure and shall comply with all of the rules and regulations and bylaws regarding water and sewer infrastructure design and installation. Richmond shall provide sewer and water main upgrades, as reasonably required by any Town permitting agency with jurisdiction, after consultation with the Nantucket DPW, the Nantucket Water and Sewer Commission and Wannacomet Water Company. The Town and Richmond agree that any infrastructure which is required to be funded or installed by Richmond in conjunction with the development of the Property shall be sufficiently sized to avoid multiple mains being installed in the public way; and

WHEREAS, Town Meeting re-zoned the Richmond Property in accordance with Richmond's request at a special town meeting held on November 9, 2015; and

WHEREAS, ~~Richmond has filed an on \_\_\_\_\_, Richmond filed its~~ application for a special permit with the Planning Board for the development of the affordable housing projects known as Meadows II and Sandpiper Place; and

WHEREAS, Richmond, by and through its engineer, Hayes Engineering, Inc., of 603 Salem Street, Wakefield, MA 01880, has designed the sewer extensions shown in Exhibit B (the "Richmond System"), comprised of a combination of low pressure force mains and manholes, with the capacity to serve the proposed redevelopment of the Richmond Property and a number of immediately abutting and surrounding properties not owned by Richmond, if the Richmond System is connected to the Nantucket Sewer System, as such term is described in Section 200-23 of the Rules and Regulations (the "Town Sewer System"); a copy of a portion of the plans and designs of this multi-phased system is attached to this Agreement as Exhibit C and incorporated herein by reference; and

~~\_\_\_\_\_ WHEREAS, in accordance with the Sanitary Sewer Policy, the DPW has approved the plans and inspected Sewer Lines A and B and has determined that the lines were constructed in accordance with the Town standards; and~~

WHEREAS, in anticipation of connecting the Richmond System to the Town Sewer System, the Town has determined that the South Valley Sewer Pumping Station located at 95 Goldfinch Drive has to be upgraded to account for the increase in capacity due to the proposed redevelopment of the Richmond Property and to accommodate future flows from the pump station; and

Whereas, the Town's 2014 Comprehensive Wastewater Management Plan included the anticipated flow ~~DPW has determined that, with the improvements to the South Valley Sewer Pumping Station, there will be sufficient capacity in the sewer collection and treatment system to handle the anticipated increase flow~~ from the build out of the Richmond Property.

**NOW THEREFORE**, for good and valuable consideration, including the representations and warranties contained in the 2015 Memorandum of Agreement, the sufficiency of which is hereby acknowledged and in further consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

1. Incorporation. The recitals in the preamble to this Agreement are incorporated herein by reference as if recited at length.

2. ~~Sewer Dedication of~~Dedication of Sewer Lines A ~~and B~~. The Richmond Group shall transfer ~~hereby transfers~~ the ownership of, and the Town shall hereby accepts, Lines A ~~and B~~ of the sewer extension and associated infrastructure upon the following conditions being satisfied:- (1) A certification by the DPW to the Nantucket Sewer Commission that the sewer line as constructed meets all of the Town's standards for sewer mains; (2) Within thirty (30) days of the execution of this Agreement Richmond shall provide the Town with an easement plan and the form of all necessary easements in a form acceptable to the Town for Sewer Lines A and B in recordable form; (3) Richmond shall deliver a fully executed easement for all property owned by Richmond that abuts Sewer Line A; (4) the Town has obtained easements from any other property owners abutting Line A; (5) Richmond has sign an indemnification agreement indemnifying the Town from any damages associated with the acquisition of the easements; and (6) the Nantucket Sewer Commission votes to accept Sewer Line A and to sign and record all required easements and any related takings documents if necessary.- Prior to satisfaction of such conditions, the Town will not issue any certificates of occupancy for any new construction requiring a sewer connection on properties that abut Sewer Line A. Should it be necessary for the DPW to inspect and/or repair Sewer Lines A ~~or B~~ prior to the recording of any necessary easements, Richmond hereby grants the Town a license to enter upon the Richmond Property for such purpose. Richmond shall have the right, upon satisfaction of the conditions set forth in this execution of this Agreement Paragraph, to connect all of its property abutting Lines A ~~and B~~ to the Town's sewer system, subject to the payment of all fees due the Town.

3. Sewer Line Dedication of Line B:

The Richmond Group shall transfer the ownership of, and the Town shall accept Line B of the sewer extension and associated infrastructure upon the following conditions being satisfied: (1) An inspection by the DPW of the completed construction and a certification to the Nantucket Sewer Commission that the sewer line as constructed meets all of the Town's standards for sewer mains; and (2) the Nantucket Sewer Commission votes to accept Sewer Line B. Prior to satisfaction of such conditions, the Town will not permit Richmond to connect Sewer Line B into the Town's sewer system or issue any certificates of occupancy for any new construction on properties that abut Sewer Line B. Should it be necessary for the DPW to inspect and/or repair Sewer Line B prior to the recording of any necessary easements, Richmond hereby grants the Town a license to enter upon the Richmond Property for such purpose. Richmond shall have the right, upon satisfaction of the conditions set forth in this Paragraph, to connect all of its property abutting Line B to the Town's sewer system subject to the payment of all fees due the Town.

4. Sewer Line Dedication of Lines C, D, and E into the Town's Sewer System.

The Richmond Group shall transfer the ownership of, and the Town shall accept Line C of the sewer extension and associated infrastructure upon the following conditions being satisfied: (1) approval of the plans and specifications for Sewer Line C prior to construction; (2) An inspection by the DPW of the completed construction and a certification to the Nantucket Sewer Commission that the sewer line as constructed meets all of the Town's standards for sewer mains; (3) Richmond shall provide the Town with an easement plan and the form of all necessary easements in a form acceptable to the Town; (4) Richmond shall deliver a fully executed easement for all property owned by Richmond that abuts Sewer Line C; (5) the Town has obtained easements from any other property owners abutting Line C; (6) Richmond has sign an indemnification agreement indemnifying the Town from any damages associated with the acquisition of the easements; and (6) the Nantucket Sewer Commission votes to accept Sewer Line C and to sign and record all required easements and any related takings documents if necessary. Prior to satisfaction of such conditions, the Town will not permit Richmond to connect Sewer Line C into the Town's sewer system or issue any certificates of occupancy for any new construction on properties that abut Sewer Line C. Should it be necessary for the DPW to inspect and/or repair Sewer Line C prior to the recording of any necessary easements, Richmond hereby grants the Town a license to enter upon the Richmond Property for such purpose. Richmond shall have the right, upon satisfaction of the conditions set forth in this Paragraph, to connect all of its property abutting Line C to the Town's sewer system subject to the payment of all fees to the Town

The Nantucket Department of Public Works ("DPW") shall review Richmond's proposed plans for the Sewer Lines C, D, and E for consistency with all of the Town's requirements, and, thereafter, shall follow the procedures set forth in the Town's Sanitary Sewer Policy for the dedication of each of the lines. No portion of Lines C, D, or E shall be connected to the Town's Sewer System unless and until the Nantucket Sewer Commission has accepted each line in accordance with the Sanitary Sewer Policy and all requirements of this Agreement have been met. provided that Richmond shall not connect more than the Title 5 flow calculation for the number of bedrooms approved by the Planning Board in the special permit application presently pending for the Meadows II and Sandpiper Place development proposals.

A. The Town shall be under no obligation to permit the extension of its sewer system to include Lines C, D, and E until the DPW has inspected and approved all work performed by Richmond, and Richmond has provided the Town with any necessary easements in recordable form. Upon connection of the each sewer line shown on Exhibit B to the Town's sewer system, such part of the Richmond System including all necessary and appurtenant infrastructure, shall become part of the Town's common system of sewers and any other properties that abut said common sewers shall have the right to connect to the Town's sewer system in accordance with all application requirements and the payment of all applicable fees and assessments.

5. Prior to ~~and during the commencement of~~ construction of any sewer lines pursuant to this Agreement, Richmond shall obtain a Performance Bond naming the Town as an additional obligee in an amount sufficient to cover the sewer improvements that are the responsibility of Richmond to perform and which will ultimately be dedicated to public use under this Agreement. In addition, Richmond shall purchase and maintain general liability and property damage insurance in the same amounts the Town requires its contractors to maintain and each policy shall name the Town as an additionally insured party. Richmond shall indemnify and hold the Town harmless for the negligent acts or omissions of Richmond and its contractors in the performance of the work under this Agreement.

4. Mitigation Payment. To mitigate the effects of Richmond's connection of the Richmond System into the Town System, Richmond shall make a gift to the Town in accordance with G.L. c. 44, §53A in the amount of two hundred fifty thousand and no/100 (\$250,000) dollars.; as follows: Richmond shall pay to the Town the amount of \$100,000 upon execution of this Agreement. Richmond shall pay the balance of the mitigation payment to the Town within five (5) days of receipt from the Town of a notice that the Town is prepared to accept a bid and has delivered to Richmond a copy of the bid. The mitigation payment shall include a contingency of 10% of the bid prices as well as an amount necessary to reimburse the Town for all design and engineering costs incurred and reasonably estimated to be incurred through final completion of the project including acceptance testing. The Mitigation Payments shall be in addition to the ordinary and customary fees and assessments charged by the Town for any connection to the Town's sewer system. In addition and at the time of execution of this Agreement~~same time~~, Richmond shall make a gift to the Town in the amount of \_\_\_\_\_ to reimburse the Town for its legal fees in connection with the negotiation of this Agreement.

5. Use of Mitigation Payments. The Town, by and through the Board of Selectmen shall accept and expend, without further appropriation, the Mitigation Payments on condition that all expenditures are in furtherance of certain upgrades to the operational capacity and redundancy of the South Valley Sewer Pumping Station as recommended in a report issued by Hazen and Sawyer Environmental Engineers and Scientists, dated April 2, 2015 as agreed upon between Richmond and the DPW, ~~or such other sewer system improvements as the DPW Director reasonably deems necessary to handle the additional flow from the Richmond Development~~. In the event that the actual bid amounts for such improvements obtained by the Town and associated engineering fees exceed the Mitigation Payment or if change orders are required, Richmond shall immediately make a further gift to the Town of the excess amounts. To the extent the recommended upgrades to the South Valley Pumping Station in the Hazen and Sawyer Report are completed for an amount less than the Mitigation Payment, the full amount of the excess portion of the Mitigation Payments shall be refunded by the Town to Richmond. In the event that Richmond proposes to connect Line C through a sewer line that is not served by the South Valley Sewer Pumping Station, Richmond agrees to reimburse the Town for any additional sewer system improvements that may be required in accordance with amended sewer dedication agreement.

6. Notices. All notices to be given pursuant to this Agreement shall be given in writing and mailed by nationally recognized overnight courier or certified mail, return receipt requested, to the other party at the addresses provided above.

7. Termination and Modification. This Agreement shall not be terminated or modified in any respect unless by a writing executed by the Parties hereto bearing the same formalities as this Agreement.

8. Captions and Headings. The captions and section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

9. Integration. This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

10. Binding Provision. The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, Legal Representatives, successors and assigns.

11. Severability. Each provision of this Agreement shall be considered separable. If for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

12. Counterparts. This Agreement may be executed in several counterparts and as so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the original or the same counterpart.

13. Assignment. Neither this Agreement nor any of its rights or obligations may be assigned by either party to any other person or entity unless by the express written consent of the other, with the exception that Richmond may assign this Agreement to an affiliate or subsidiary the beneficial owner of which takes title to the entirety of the Richmond Property, or such portion as remains at the time of such transfer and with the further exception that this Agreement may be assigned to an arm's length buyer of the Richmond Property, or such portion as remains at the time of the purchase and sale, who agrees to unconditionally assume this Agreement in its entirety.

14. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Act, as interpreted by the courts of the Commonwealth of Massachusetts, notwithstanding any rules regarding choice of law to the contrary; and any conflict or dispute shall be resolved by a Massachusetts court of competent jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement under seal this day first written above.

RICHMOND:

TOWN:

Richmond Great Point Development, LLC, a

Board of Selectmen, acting as the Nantucket  
Sewer Commission

Delaware ~~L~~imited ~~liability company~~Liability Company

By: \_\_\_\_\_

Name: Philip Pastan

Its: Manager

## Libby Gibson

---

**Subject:** FW: BOS 10/5

C. Elizabeth Gibson  
Town Manager  
Town of Nantucket  
(508) 228-7255

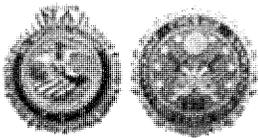
**From:** Pittman, William (pd520) [<mailto:wpittman@police.nantucket-ma.gov>]  
**Sent:** Wednesday, September 21, 2016 4:53 PM  
**To:** Libby Gibson; Melissa Murphy  
**Cc:** Gregg Tivnan; Erika Mooney  
**Subject:** RE: BOS 10/5

Libby,

The NPD recommends that the Fireworks be on Sunday, July 2<sup>nd</sup> with the Downtown activities on Tuesday, July 4<sup>th</sup>. That will allow us to put forth the maximum effort to address the beach problem with the support of the Mass. State Police. If that is not acceptable, we could make it work to have the Fireworks on Monday the 3<sup>rd</sup>, with the downtown activities on the 4<sup>th</sup>. But, we would have limited manpower to police the downtown activities, much like we had this year. We absolutely cannot do the beach and the fireworks on the same day, July 4<sup>th</sup>. Our efforts this year are also going to focused over several days, including the prior weekend.

**William J. Pittman**  
**Chief of Police**

Nantucket Police Department  
4 Fairgrounds Road  
Nantucket, MA 02554  
Tel: (508) 228-1212  
Fax: (508) 228-7246



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**Outline #1 for 2017 Annual Town Meeting Warrant**

*For 10/05/16 BOS review (as of 10/02/16)*

*NOTE: Numbering & Order is NOT FINAL*

**Annual Articles**

1. Receipt of Reports
2. Appropriation: Unpaid Bills
3. Appropriation: Prior Year Articles
4. Revolving Accounts: Annual Authorization
5. Appropriation: Reserve Fund
6. FY 2017 General Fund Budget Transfers
7. Personnel Compensation Plans for FY 2018
8. Appropriation: FY 2018 General Fund Operating Budget
9. Appropriation: Health & Human Services
10. Appropriation: General Fund Capital Expenditures
11. Appropriation: FY 2018 Enterprise Funds Operations
12. Appropriation: Enterprise Funds Capital Expenditures
13. FY 2017 Enterprise Funds Budget Transfers
14. Appropriation: Waterways Improvement Fund
15. Appropriation: Ferry Embarkation Fee (re-dedicate to Fast Ferry Connector?)
16. Appropriation: Ambulance Reserve Fund
17. Appropriation: County Assessment
18. Appropriation: Finalizing FY 2018 County Budget
19. Rescind Unused Borrowing Authority (*may not be needed*)
20. Appropriation: OPEB Trust Fund
21. Appropriation: Free Cash
22. Appropriation: Stabilization Fund

**Other Selectmen Sponsored Articles**

*NOTE: most of these were reviewed/discussed by BOS or Town Administration since the 2016 ATM*

**OTHER APPROPRIATION or FINANCE RELATED**

1. Possible establishment of additional revolving fund(s) for beach concession maintenance (needs work/evaluation)
2. Affordable Housing Trust appropriation (?) (Separate from Article 10?)

**ZONING BYLAW & GENERAL AMENDMENTS**

*Zoning*

*See attached list from Planning Dir*

*Also:*

1. Minimizing impact of hard surfaces on storm water run-off for larger residential structures?

*General Bylaw*

*See attached list from Planning Dir*

*Also:*

1. Regulation of “home sharing services” (needs work)
2. Possible removal/amendment to outdated/obsolete bylaws (needs work)
3. Sewer District amendments (possible amendments re Madaket/Warren’s Landing/Somerset & Nantucket Harbor Shimmo/Plus – following design progress)
4. Separate Local Licensing Authority (came up in May following a review of 2016 ATM) (would need work)
5. Drone regulation?

### **HOME RULE PETITIONS**

*Resubmittal of Pending HRPs from 2016 ATM (these have not been acted upon by the Legislature as of now)*

1. HRP Community Preservation Committee (6<sup>th</sup> Town Meeting)
2. HRP Increase Residential Property Exemption -- RESCIND
3. HRP Charter Amendment re Publication of Town Meeting Warrants (2<sup>nd</sup> Town Meeting)
4. HRP Merger of WWCos and Sconset Water Cos (2<sup>nd</sup> Town Meeting)
5. HRP Real Estate Transfer Fee for Housing (2<sup>nd</sup> Town Meeting)
6. HRP Retired Police to Serve as Special Police (2<sup>nd</sup> Town Meeting)
7. HRP Land Bank Act Amendment re Affordable Housing Restriction (2<sup>nd</sup> Town Meeting)

*New*

1. Expansion of Room Occupancy Tax to Seasonal Vacation Rentals - ? (revenue to be dedicated to specific purpose – sewer improvements?) *NOTE: Previous articles were defeated at the 2010 & 2011 ATMs; if we are going to resubmit it, we need to work on an outreach and education plan; also talk with other towns – who to head this up?*
2. Amend Housing Needs Covenant language (Planning)

### **MGL ACCEPTANCES**

1. Acceptance of MGL to set speed limits at 25 MPH in certain areas (Municipal Modernization Act)

### **REAL ESTATE RELATED**

*See attached list from Planning Dir*

*Also:*

1. “Clean up” of old railroad ROW at Fire Station property
2. Any approvals necessary for 4 Corners Intersection improvements (?)
3. Easement to NGrid for School underground electric distribution system for new Intermediate School (did a License pending Town Meeting approval)

### **OTHER**

### **BALLOT QUESTIONS**

1. OIH

### **CITIZEN ARTICLES**

## 2017 ATM Potential Warrant Articles

from PLUS

### Rezoning:

- RC-2 to CTEC : Teasdale Circle
- RC-2 to R-5 : Nobadeer Meeting House
- RC-2 to ? : Misc. multifamily on Nobadeer Farm Road
- RC-2 to R-5: Yawkey Way
- RC-2 to ? : GHYC Swim Club, Small Friends, New School, and Strong Wings
- RC-2 to R-5 : Nobska Way
- RC to CN: Nantucket Inn
- R-10 to CN: Hospital parcels
- RC to ? : phase out where possible
  - Williams Lane
  - Wharf area
  - Washington Street
  - Orange Street
- CDT extension at corner of Sea Street and S Beach
- Misc Open Space rezonings

9/30/16 - Town Admin list to follow

### Zoning Bylaw Amendments:

- 139-2:
  - modify pool definition to clarify pool v. hot tub/spa
  - modify definition of structure to allow for underground propane tanks in the setback
  - clarify breezeway and unenclosed porch
  - modify street definition. Remove 1992 date.
  - add definition of school and church
- 139-3: remove reference to LC district
- 139-5(E) and (F): modify determination of boundaries for when a property is split by 2 districts
- 139-8: clarify that dwellings on secondary lots must or must not maintain the relationship of a primary and secondary dwelling. Also, clarify if the tertiary dwelling allowed on one of the lots must meet tertiary dwelling requirements even if it is technically the second dwelling – see previous clarification about primary and secondary dwellings.
- 139-12(G): MIPOD adjustments
- 139-13: Moorlands Management District
- 139-16: increase frontage in the RC and RC-2 district to 50 feet
- 139-23 and 139-4: expand Harbor Overlay District boundary
- 139-25: remove unnecessary language
- 139-26: remove unnecessary building code language
- 139-32: remove unnecessary administrative language

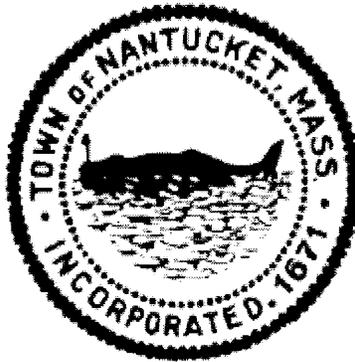
### General Bylaw Amendments:

- 101: Noise
- 124: Signs, Satellite Dishes, and Rooflines
- Business Improvement District for Harbor Place and Richmond/OSR Corridor

### Home Rule Petitions:

- Home rule petition to amend the Nantucket Housing Needs Covenant language to allow the provisions of Article 55 from 2016 ATM
- Real Estate
  - Paper Road Acquisition and Disposition
    - Scott's Way
    - Others to be determined
- Madequecham land transfers to Land Bank
- Acquisition of Madequecham parcel
- Acquisition of additional property for OIH

Municipal Modernization Bill – articles to be determined.



To the Constables of the Town of Nantucket:

*GREETING:*

*In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the Town of Nantucket qualified to vote in Town affairs to go to the Nantucket High School at 10 Surfside Road in said Nantucket, on*

***TUESDAY, THE SIXTH DAY OF DECEMBER, 2016  
BETWEEN THE HOURS OF 7:00 AM and 8:00 PM***

*for the following purpose:*

To cast their votes as "YES" or "NO" on the following ballot questions:

***QUESTION 1***

Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so-called, the amounts required to pay for the bond issued in order to pay costs of professional services for design, permitting, engineering, construction supervision, and other related professional services, for the construction, installation and equipping of the extension of municipal sewer lines and associated infrastructure from the Surfside Wastewater Treatment Facility to the areas established in the Comprehensive Wastewater Management Plan Update adopted June 3, 2015 and described as "the Madaket, Warren's Landing, and Somerset Needs Areas" including all payment of all costs incidental and related thereto, and acquisition of any interests in land as may be necessary or appropriate?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

*QUESTION 2*

Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so-called, the amounts required to pay for the bond issued for the supplemental appropriation approved at the 2016 Annual Town Meeting under Article 15 to pay costs of professional services for design, permitting, architecture, construction supervision, and other related professional services, for the construction, installation and equipping of new, and/or additions to existing, school buildings, and the payment of all other costs incidental and related thereto?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

3. Lined landfill cell  
?

\*\*\*\*\*

Hereof fail not and make due return of this Warrant with your doings thereon to the Town Clerk at the time and place of meeting and election aforesaid.

Given under our hands this 19<sup>th</sup> day of October in the year Two Thousand Sixteen.

\_\_\_\_\_  
James R. Kelly, Chairman

\_\_\_\_\_  
Dawn E. Hill Holdgate, Vice Chairman

\_\_\_\_\_  
Rick Atherton

\_\_\_\_\_  
Robert DeCosta

\_\_\_\_\_  
Matthew G. Fee

SELECTMEN OF NANTUCKET, MA

Pursuant to Chapter 39, section 10 of the General Laws of the Commonwealth and the Warrant of October 19, 2016 I have notified and warned the inhabitants of the Town of Nantucket qualified to vote in Town affairs to appear at the times and place and for the purposes within mentioned by posting said notification on \_\_\_\_\_ at the Stop & Shop on Pleasant Street, the Town and County Building at 16 Broad Street; and upon the Bulletin Boards at the corner of Main and Federal Streets, and Siasconset Square.

Sworn to under pains and penalties of perjury,

\_\_\_\_\_  
Catherine Flanagan Stover, Constable

**FIRST AMENDMENT TO AGREEMENT BY AND BETWEEN**

**The Town of Nantucket by and through its Board of Selectmen  
and  
The Nantucket Planning & Economic Development Commission**

THIS FIRST AMENDMENT, is entered into this \_\_\_ day of \_\_\_\_\_, 2016, by and between the Town of Nantucket, acting by and through its Board of Selectmen (hereinafter “Town”) and the Nantucket Planning & Economic Development Commission (hereinafter “Commission”).

WHEREAS, the Town and the Commission entered into an Agreement on August 22, 2012 (“Agreement”), whereby the Commission is providing to the Town professional services in the area of land use planning to several Town boards and commissions , including the Nantucket Board of Health, under the administration of the Town’s Department of Land Use Services; and

WHEREAS, the Parties have agreed that the unique technical services provided by the Board of Health are beyond the traditional scope of “planning and land use” services that are typically provided by the Town’s Department of Planning and Land Use Services, and that, therefore, the Board of Health should be returned to the direct oversight of the Town Manager; and

WHEREAS, the Board of Selectmen and the Commission have voted to authorize their respective Chairs to execute this First Amendment.

NOW THEREFORE, The Parties hereby mutually agree to amend the Agreement as follows:

1. The words “Health Department” are stricken from the italicized sub-title located in the title of the Agreement on page 1, so that it will now read “*Professional services for the Nantucket Planning Board, Zoning Board of Appeals, Affordable Housing Trust, Building Department and Historic District Commission*”.
2. The word “Health” is stricken from the third WHEREAS clause on the first page of the Agreement so the paragraph will now read:

WHEREAS, in an effort to further a Town Administration goal of consolidating departments with functional similarity for operational and managerial efficiency and economic reasons, we are seeking to combine the operational functions of the departments of HDC, Building, Planning Board, Zoning Board of Appeals,

Affordable Housing Trust into one agency collectively known as Planning and Land Use Services (PLUS).”

3. The words “Health Department” are stricken from the first paragraph of the “Scope of Services” which is “Attachment A” to the Agreement so that the paragraph will now read:

1. Planning, administration, implementation, community education, professional training, and service coordination for the activities and responsibilities of the Planning Board, Zoning Board of Appeals, Affordable Housing Trust, Building Department, Historic District Commission (collectively known as Planning & Land Use Services “PLUS”)) and planning related duties to the Town/County including but not limited to real estate, infrastructure, transportation, capital planning duties and the preparation and formulation of Town Meeting warrant articles for submission to Town Administration/Board of Selectmen.

**Town of Nantucket  
By the Chairman of the Board of  
Selectmen:**

**Nantucket Planning and Economic Development  
Commission**

**By the Chairman of the Commission:**

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**AGREEMENT  
BY AND BETWEEN**

**Town of Nantucket by and through its Board of Selectmen  
and  
the Nantucket Planning & Economic Development Commission**

***Professional services for the Nantucket Planning Board, Zoning Board of Appeals, Affordable Housing Trust, Building Department, Health Department, and Historic District Commission, to be collectively known as Planning & Land Use Services (PLUS)***

THIS AGREEMENT, effective as of the 22 day of August, 2012 by and between the Town of Nantucket, Massachusetts (hereinafter referred to as the "Town ") and the Nantucket Planning & Economic Development Commission (hereinafter referred to as the "Commission").

WITNESSETH THAT:

WHEREAS, professional services relating to the administration of certain municipal planning, zoning and land use-related functions of the Town are sought to assist the Town in the coordination of comprehensive land use services; and

WHEREAS, the Commission has been performing planning and zoning services to the Town since its creation pursuant to its creation by Chapter 561 of the Acts of 1973, as amended or as may be amended from time to time and/or for several years without a formalized agreement; and

WHEREAS, in an effort to further a Town Administration goal of consolidating departments with functional similarity for operational and managerial efficiency and economic reasons, we are seeking to combine the operational functions of the departments of Health, HDC, Building, Planning Board, Zoning Board of Appeals, Affordable Housing Trust into one agency collectively known as Planning and Land Use Services (PLUS).

WHEREAS, the Town and the Commission wish to formalize their relationship with mutual recognition of each others' authority and independence, to provide for uninterrupted service to the residents of the Town, County and region of Nantucket and with due regard for efficiency, mutual cooperation and respect;

NOW, THEREFORE, THE PARTIES HERETO DO AGREE TO the mutual covenants and conditions contained herein; including the Scope of Services contained in Exhibit A, which may be adjusted or modified from time to time:

1. The administration of PLUS will be handled by the Director of Planning and the Director of Planning will report to the Town Manager for the administration of PLUS. The Director of Planning will be a member of the Town Administration "Cabinet", an administrative advisory group that meets regularly to discuss a variety of matters, including the achievement of Board of Selectmen and Town Administration Goals, budget development, town meeting, and administrative policy issues. The Director of Planning will administer PLUS in accordance with Town Administration policies and procedures. The departments contained within PLUS will report to the Director of Planning, who may delegate day-to-day operational oversight, under the direction of Town Administration for the overall administration of PLUS.

The infrastructure currently in place in each of the departments to pay bills, purchase supplies and process certain applications will be consolidated into one infrastructure for efficiency purposes (for example one or two individuals vs several will process bills, monitor budget line items and purchase and procure supplies and outside services. All administrative/clerical positions will be

trained to accept a variety of applications. In addition to accepting applications, where applicable, the positions will be trained to issue applications and appropriate related information.

All proposed personnel and budgetary (outside of routine expenditures) actions will require the advance sign-off of Town Administration.

The Director of Planning will also administer the Town's "Yard Sale" program and other real estate programs or processes, such as the "One Big Beach" program, bicycle path or sidewalk easement acquisition, certain types of land-based leases, and will provide information and reports as requested.

A list of deliverables will be developed by the Town Manager and Director of Planning. Progress toward achievement/completion of the deliverables will be reviewed regularly.

The term of the MOU will be such that it continues until the MOU is terminated under the Notice of Termination provision. A complete review of the MOU will be completed after the first year.

2. RESPONSIBILITY OF THE TOWN: The Town shall assume responsibility for assisting the Commission insofar as possible for the purposes of efficiency and furnishing the Commission with information needed to satisfactorily complete the services.
3. REPORTING: The Director of Planning will submit regular reports to the Town Manager on the status of the professional services to be performed in a format to be agreed upon by the Town Manager and Director of Planning.
4. TERM: The professional services to be provided shall commence on or about August 20, 2012 and will continue until termination by the Town of Nantucket.
5. GENERAL PROVISIONS:
  - 5.1 RETENTION OF RECORDS: The Commission shall retain all records, and other documents, including but not limited to payroll records, accounting records, and purchase orders, that are sufficient to document that activities carried out are in accordance with this Agreement. The Commission shall maintain such records in accordance with directions from the Town and applicable State and Federal laws.
  - 5.2 ACCESS TO RECORDS: All accounts, records, reports, files, and other documents, things or properties that relate to activities under this Agreement will be available at all times for inspection, review and audit by the Town, and its authorized representatives.
  - 5.3 TERMINATION OF AGREEMENT: The Town/NP & EDC may mutually terminate this Agreement upon at least 90 days notice which may be waived upon agreement of both parties.
  - 5.4 AMENDMENTS: This Agreement may be amended provided such amendment is mutually agreeable and committed to writing by the signatories hereto.
  - 5.5 PERSONNEL: All personnel except the Director of Planning are included in respective bargaining units with Town of Nantucket employees; or, are covered under the Personnel Policies of the Town if not by a bargaining unit; or, are covered under an employment contract if neither of the two aforesaid applies. The Director of Planning is subject to a written Employment Agreement executed by the Commission and the Town pursuant to 7.0 Administration of the Bylaws of the Commission. All are subject to policies, rules and

regulations, responsibilities and benefits of the Town/County except where specifically otherwise stated.

6. SEVERABILITY OF PROVISIONS: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, and all other parts of this Agreement shall remain in force and effect.

**IN WITNESS THEREOF, the TOWN and the COMMISSION have executed this AGREEMENT as of the date above so noted.**

**The Town of Nantucket**

By: *Pat Fox*  
Chairman, Board of Selectmen

Date: 22 August 2012

Attest: *Erika Smooney*  
(Signature)

**Nantucket Planning and Economic  
Development Commission**

By: *William E. Swell*  
Chairman, NP & EDC

Date: 8/14/2012

Attest: *Andrew V. Vones*  
(Signature)

*Andrew V. Vones, Director  
of Planning*

## ATTACHMENT A

### Scope of Services

The following outlines a Scope of Services which the Director of Planning for the Nantucket Planning & Economic Development Commission (the "Commission") will perform for the Town of Nantucket (the "Town"):

1. Planning, administration, implementation, community education, professional training, and service coordination for the activities and responsibilities of the Planning Board, Zoning Board of Appeals, Affordable Housing Trust, Building Department, Health Department, Historic District Commission (collectively known as Planning & Land Use Services "PLUS")) and planning related duties of the Town/County including but not limited to real estate, infrastructure, transportation, capital planning duties and the preparation and formulation of Town Meeting warrant articles for submission to Town Administration/Board of Selectmen.

The Director of Planning will be responsible for the Town's compliance with all applicable State and Federal regulations pertaining to the implementation of the duties contained herein.

2. Oversee and administer public meetings of PLUS departments as necessary. The Commission will provide staff and other resources to assist with the conduct of statutory duties. Tasks include but are not limited to: preparation of packets of information for meetings, notice and posting of hearings, including on-line, transcribing minutes, timely maintenance of website materials and information, handling public inquiries, coordinating with relevant Town departments and community agencies or groups, developing and preparing reports and proposed annual budgets and any and all other duties normally, routinely and reasonably provided by staff of similar municipal boards.

3. Project Management. Certain land use projects may be assigned for which staff from PLUS is required. Resources for such projects will be provided.

4. Monitoring and Reporting Activities. The Commission, through its Director, shall be responsive to the Town/County, through its Town/County Manager on all issues related to this Agreement. The Director shall:

- Attend all department head meetings called by the Town Manager, included Cabinet meetings.
- Attend meetings of staff, the Board of Selectmen, the County Commissioners or any other forum requested by the Town Manager as reasonable and practicable;
- Provide memorandum, reports, and other written material requested by the Town Manager;
- Direct, conduct reviews of, discipline, hire, remove staff so assigned by the Town Manager in compliance with applicable policies, rules and protocol of the Town/County, including collective bargaining agreements.. All such actions shall be made in consultation with Town Administration and shall not occur without the concurrence of Town Administration.

5. Other Activities. Perform such other relevant work tasks and activities as may be authorized by the Town Manager which are mutually agreeable to both and necessary for the meeting of the objectives of the Town/County, and which related to the items contained in this Agreement.

✧ DRAFT ✧

## I. Policy

The Board of Selectmen, acting as Nantucket Sewer Commission pursuant to Chapter 396 of the Acts of 2008, and in accordance with Chapter 38, Article III, section 38-3B of the Code of the Town of Nantucket, has the authority to waive any town fee or charge, upon a determination that the public interest so requires.

The Board of Selectmen hereby determines that it is in the public interest to reduce and/or waive the sewer connection fee and/or privilege fee when a new sewer line is installed and available to a property and the property has an Innovative and Alternative Septic System that has been installed within ten years from the date the sewer becomes available. The Board of Selectmen believes reducing or waiving these fees is in the public interest because it will encourage property owners to connect to the Town Sewer System despite recent upgrades in their septic system. The Board of Selectmen further believes that increase in properties connected to a sewer system will ultimately reduce the number of nutrients leaching through the soil and entering bodies of water.

## II. Sewer Connection and Sewer Privilege Fee Waivers

The Board of Selectmen may, at its discretion, waive or reduce the sewer connection fee and/or the sewer privilege fee upon the request of an individual after a determination that a new sewer line is available for the property and the property has an Alternative Septic System that has been installed within ten years from the date the property is eligible to connect to the new sewer line.

## APPEALS PROCEDURE before the Board of Selectmen

The appeal to the Board of Selectmen concerns the HDC decision and is not a new hearing of the matter already heard by the HDC. No new information may be brought forth during the appeal process before the Board of Selectmen. Any information not previously submitted to the HDC will not be allowed.

1. The chairman opens the public hearing and may outline the procedure to be followed including the time allotment for the statements and rebuttals.
2. The appellant states his/her case and the reason for the appeal.
3. The Historic District Commission defines its position.
4. Rebuttals follow.
5. Public comment may be taken although any separate interests that may be expressed will not become part of the argument.
6. The chairman invites questions from the Board and closes the public hearing.
7. The Board makes a decision or may take the matter under advisement.
8. A written decision is prepared for Board signature.

Bouchard/  
Pearson

HDC Appeal  
of  
24 Hawthorne Ln

24 Hawthorne Lane

Nantucket

MA 02554

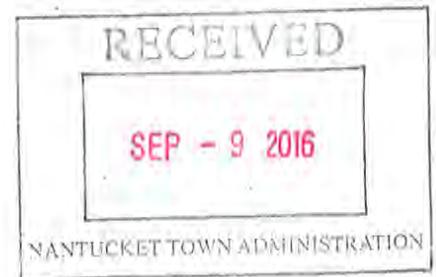
Friday, September 9, 2016

Board of Selectmen

16 Broad Street

Nantucket

MA 02554



APPEAL AGAINST DECISION OF HDC

Certificate No. 66258. Date Issued 08/02/2016

24 Hawthorne Lane, Nantucket, MA 02554

MAP 56 PARCEL 242

This is an appeal against the above referenced decision of the Historic Decision Commission which granted a Certificate of Appropriateness for the construction of a shed at the location stated. Representations were made, and evidence presented, to show that the proposed structure was not visible from any of the locations specified in Section 9(a) of the Historic District Commission Act, and, as such, consideration of architectural features the structure was beyond the powers granted to the Commission and that a Certificate of Non-Applicability should have been granted.

By failing to grant or even consider a Certificate of Non-Applicability based on the evidence before it, or by failing to inspect or view the locus in quo, the Commission has claimed jurisdiction over the structure where non exists. This could potentially leave the Applicant vulnerable to fines and penalties if the Commission were to decide that the structure did not conform to the specifications as mandated in the Certificate of Appropriateness.

1. The decision of the Commission was based on a legally untenable ground.
2. The decision of the Commission was unreasonable bearing in mind all of the circumstances.
3. The decision of the Commission was arbitrary and capricious.

1. The Commission ignored representations of Applicant that the structure in question was not subject to view from any of the locations mentioned in Section 9(a) of the Historic District Commission Act.
2. The Commission ignored photographic evidence showing that the proposed structure would not be subject to view as mentioned in 1. above.
3. The Commission ignored maps and plans which provided evidence that the proposed structure would not be subject to view as mentioned in 1. above.
4. The Commission ignored evidence that the site had already been inspected by a previous member of the HDC and was shown to be not visible from any location as mentioned in Section 9(a) of the Historic District Commission Act.
5. The Commission ignored representations relating to the limitation on their powers as per the enabling legislation and Town Counsel's earlier opinion and advice on the matter.

#### ARBITRARY AND CAPRICIOUS.

Arbitrary and capricious amounts to a clear error of judgment; an action not based upon consideration of relevant factors and so is **arbitrary; capricious**, an abuse of discretion or otherwise not in accordance with law or if it was taken without observance of procedure required by law.

A rule is arbitrary if it is not supported by logic or the necessary facts; a rule is capricious if it is adopted without thought or reason or is irrational;

Arbitrary and Capricious means doing something according to one's will or caprice and therefore conveying a notion of a tendency to abuse the possession of power.

When a decision is made without reasonable grounds or adequate consideration of the circumstances, it is said to be arbitrary and capricious and can be invalidated by an appellate court on that ground. In other words there should be absence of a rational connection between the facts found and the choice made. There should be a clear error of judgment; an action not based upon consideration of relevant factors and so is arbitrary, capricious, an abuse of discretion or otherwise not in accordance with law or if it was taken without observance of procedure required by law. [Natural Resources Defense Council, Inc. v. United States EPA, 966 F.2d 1292, 1297 (9th Cir. 1992)]

Signed on behalf of the applicant.. M. Pearson

Date 9 Sept 2016

Signed by the applicant.. Lisa Bouchard

Date. 9 Sept 2016

cc Historic District Commission.

CERTIFICATE NO: 66258

DATE ISSUED: 8/2/16

Application to the HISTORIC DISTRICT COMMISSION, Nantucket, Massachusetts, for a

### CERTIFICATE OF APPROPRIATENESS

for structural work.

All blanks must be filled in using BLUE OR BLACK INK (no pencil) or marked N/A.  
**NOTE: It is strongly recommended that the applicant be familiar with the HDC guidelines, *Building with Nantucket in Mind*, prior to submittal of application. Please see other side for submittal requirements. Incomplete applications will not be reviewed by the HDC.**

This is a contractual agreement and must be filled out in ink. An application is hereby made for issuance of a Certificate of Appropriateness under Chapter 395 of the Acts and Resolves of Mass., 1970, for proposed work as described herein and on plans, drawings and photographs accompanying this application and made a part hereof by reference.

The certificate is valid for three years from date of issuance. No structure may differ from the approved application. Violation may impede issuance of Certificate of Occupancy.

#### PROPERTY DESCRIPTION

AX MAP N°: 56 PARCEL N°: 242  
Street & Number of Proposed Work: 24 HAWTHORNE LANE  
Owner of record: LISA MARIE BOUCHARD  
Mailing Address: PO BOX 2755  
NANTUCKET, MA 02584  
Contact Phone # (508) 325-6251 E-mail: Zodiac 67000@yahoo.com

#### AGENT INFORMATION (if applicable)

Name: MICHAEL PEARSON  
Mailing Address: 24 HAWTHORNE LANE  
NANTUCKET, MA 02554  
Contact Phone # (508) 332-6009 E-mail: arbeia@comcast.net

CHK - 277		FOR OFFICE USE ONLY
Date application received:	<u>7/19/16</u>	Fee Paid: \$ <u>50.00</u>
Must be acted on by:	<u>9/26/16</u>	
Extended to:		
Approved:	<input checked="" type="checkbox"/>	Disapproved: <input type="checkbox"/>
Chairman:	<u>[Signature]</u>	
Member:		
Member:	<u>[Signature]</u>	
Member:	<u>[Signature]</u>	
Member:	<u>[Signature]</u>	
Notes - Comments - Restrictions - Conditions		
<u>Applicant to provide picture of door on EAST elevation, 1/6 windows, barn board siding</u>		

2016 AUG 30 AM 10:42  
NANTUCKET TOWN CLERK

#### DESCRIPTION OF WORK TO BE PERFORMED

See reverse for required documentation.

New Dwelling  Addition  Garage  Driveway/Apron  Commercial  Historical Renovation  Deck/Patio  Steps  Shed

Color Change  Fence  Gate  Hardscaping  Move Building  Demolition  Revisions to previous Cert. No. \_\_\_\_\_

Pool (Zoning District \_\_\_\_\_)  Roof  Other \_\_\_\_\_

Size of Structure or Addition: Length: \_\_\_\_\_ Sq. Footage 1st floor: \_\_\_\_\_ Decks/Patio: Size: \_\_\_\_\_  1st floor  2nd floor  
Width: \_\_\_\_\_ Sq. Footage 2nd floor: \_\_\_\_\_ Size: \_\_\_\_\_  1st floor  2nd floor  
Sq. Footage 3rd floor: \_\_\_\_\_

Difference between existing grade and proposed finish grade: North 0 South 0 East 0 West 0

Height of ridge above final finish grade: North \_\_\_\_\_ South \_\_\_\_\_ East \_\_\_\_\_ West \_\_\_\_\_

Additional Remarks: NONE

Historic Name: \_\_\_\_\_

Original Date: \_\_\_\_\_ (describe)

Original Builder: \_\_\_\_\_

Is there an HDC survey form for this building attached?  Yes  N/A

REVISIONS: 1. East Elevation  
2. South Elevation  
3. West Elevation  
4. North Elevation

\*Cloud on drawings and submit photographs of existing elevations.

ATTEST: A TRUE COPY  
[Signature]  
NANTUCKET TOWN CLERK

#### DETAIL OF WORK TO BE PERFORMED

Foundation: Height Exposed \_\_\_\_\_  Block  Block Parged  Brick (type) \_\_\_\_\_  Poured Concrete  Piers \_\_\_\_\_

Masonry Chimney:  Block Parged  Brick (type) \_\_\_\_\_  Other \_\_\_\_\_

Roof Pitch: Main Mass 8/12 Secondary Mass 12 Dormer 12 Other \_\_\_\_\_

Roofing material:  Asphalt  3-Tab  Architectural  
 Wood (Type: Red Cedar, White Cedar, Shakes, etc.) \_\_\_\_\_

Skylights (flat only): Manufacturer \_\_\_\_\_ Rough Opening \_\_\_\_\_ Size \_\_\_\_\_ Location \_\_\_\_\_  
Manufacturer \_\_\_\_\_ Rough Opening \_\_\_\_\_ Size \_\_\_\_\_ Location \_\_\_\_\_

Gutters:  Wood  Aluminum  Copper  Leaders (material) N/A

Leaders (material and size): \_\_\_\_\_

Sidewall:  White cedar shingles \_\_\_\_\_  Clapboard (exposure: \_\_\_\_\_ inches) Front  Side   
 Other \_\_\_\_\_

Trim: A. Wood  Pine  Redwood  Cedar  Other \_\_\_\_\_  
B. Treatment  Paint  Natural to weather  Other \_\_\_\_\_  
C. Dimensions: Fascia \_\_\_\_\_ Rake \_\_\_\_\_ Soffit (Overhang) \_\_\_\_\_ Corner boards \_\_\_\_\_ Frieze \_\_\_\_\_  
Window Casing \_\_\_\_\_ Door Frame \_\_\_\_\_ Columns/Posts: Round \_\_\_\_\_ Square \_\_\_\_\_

Windows\*:  Double Hung  Casement  All Wood  Other Cedar 6  
 True Divided Lights (muntins), single pane  SDL's (Simulated Divided Lights) Manufacturer \_\_\_\_\_

Doors\* (type and material):  TDL  SDL Front \_\_\_\_\_ Rear \_\_\_\_\_ Side \_\_\_\_\_  
Garage Door(s): Type \_\_\_\_\_ Material \_\_\_\_\_

Hardscape materials: Driveways \_\_\_\_\_ Walkways \_\_\_\_\_ Walls \_\_\_\_\_

\* Note: Complete door and window schedules are required.

Front / East Elevation

Sidewall	<u>CLEAR CEDAR</u>	Clapboard (if applicable)	<u>1</u>	Roof	<u>BLACK / GREY</u>
Trim	<u>WHITE Cedar</u>	Sash	<u>WHITE</u>	Doors	<u>WHITE - Natural</u>
Deck	<u>1</u>	Foundation	<u>1</u>	Fence	<u>1</u>
				Shutters	<u>1</u>

COLORS Barn Board for soles of rear.  
BLACK / GREY.  
WHITE - Natural

\* Attach manufacturer's color samples if color is not from HDC approval list.

I hereby authorize the agent named above to act on my behalf to make changes in the specifications or the plans contained in this application in order to bring the application into compliance with the HDC guidelines. I hereby agree to abide by and comply with the terms and conditions of this application. I hereby agree that the submission of any revisions to this application will initiate a new sixty-day review period.  
Date 17th July 2016 Signature of owner of record Lisa Bouchard Signed under penalties of perjury

Minutes for August 2, 2016, adopted Aug. 16

6.	Bouchard, Lisa	24 Hawthorne Lane	Shed	56-242	Michael Pearson
Voting	Glazer, Coombs, McLaughlin, Camp, Oliver				
Alternates	Kuhnert				
Recused	None				
Documentation	Associated site and elevation plans, photos, correspondence, and required historical documentation.				
Representing	<b>Michael Pearson</b> – Contends lack of visibility so challenges the need for appropriateness. Noted the site is currently being viewed for visibility by someone who is no longer on the HDC. Presented project. Explained why the sides and rear are clad not shingled; only the front is shingled.				
Public	Lisa Bouchard				
Concerns (5:16)	<p><b>None</b></p> <p><b>Oliver</b> – Natural to weather vertical barn board would be fine for the three sides. “Clad” implies clapboarding.</p> <p><b>Camp</b> – Need to know clearly what the plan for the door is.</p> <p><b>Glazer</b> – Don’t have information on the windows; need a window and door schedule. They have six 6-over-6 windows.</p> <p><b>Coombs</b> – That is almost at the corner of Dukes Road which could be open to visibility. Asked that a photo of the door used be included in the file.</p>				
Motion	<b>Motion to Approve through staff with supplemental information submitted into the file. (Coombs)</b>				
Vote	Carried unanimously		<b>Certificate #</b>	<b>66258</b>	
7.	Thayer, Geoffery	7 Doc Ryder Drive	Shed	66-212	Self
Voting	Glazer, Coombs, McLaughlin, Camp, Oliver				
Alternates	Kuhnert				
Recused	None				
Documentation	Associated site and elevation plans, photos, correspondence, and required historical documentation.				
Representing	None				
Public	None				
Concerns (5:25)	<p><b>Staff</b> – The owner asked this be heard in his absence.</p> <p><b>Oliver</b> – Need to cut back on the side overhangs.</p>				
Motion	<b>Motion to Approve through staff with the overhangs cut back six inches on each side. (Oliver)</b>				
Vote	Carried unanimously		<b>Certificate #</b>	<b>66259</b>	
8.	Nantucket Public Schools	10 Surfside Road	Relocate building, temporary	55-242	Diane O’Neil
Voting	Glazer, Coombs, McLaughlin, Camp, Kuhnert				
Alternates	Oliver				
Recused	None				
Documentation	Associated site and elevation plans, photos, correspondence, and required historical documentation.				
Representing	<b>Diane O’Neil</b> , Director of Facilities – Presented project.				
Public	None				
Concerns (5:28)	<b>Coombs</b> – Suggested giving a one-year approval.				
Motion	<b>Motion to Approve. (Kuhnert)</b>				
Vote	Carried unanimously		<b>Certificate #</b>	<b>66260</b>	
9.	Feinberg, Jon	98 Orange Street	Addition & add dormer	55-395	Concept Design
Voting	Glazer, Coombs, McLaughlin, Camp, Kuhnert				
Alternates	Oliver				
Recused	None				
Documentation	Associated site and elevation plans, photos, correspondence, and required historical documentation.				
Representing	<b>TJ Watterson</b> , Concept Design LLC – Presented project. Structure is circa 1901. Presented an option to the north dormer at the table.				
Public	None				
Concerns (5:30)	<p><b>Kuhnert</b> – HSAB Comments: okay except north elevation right 4-window shed dormer is too large; should be 2 or 3 windows.</p> <p><b>McLaughlin</b> – North elevation, the 2-light awning windows in the right dormer are inappropriate; should be 3-over-3s. West elevation, the front door should be a 4-light. (It’s existing.)</p> <p><b>Coombs</b> – Agrees about the north elevation right dormer being reduced by one window; it needs to come in on the sides.</p> <p><b>Kuhnert</b> – Suggested the north elevation dormers in Version 2 be shifted away from Orange Street.</p> <p><b>Camp</b> – North elevation, agrees about the dormer being smaller; the main mass historic roofing shouldn’t be disturbed.</p> <p><b>Glazer</b> – Thinks the dormer should have a single triple window and be smaller.</p>				
Motion	<b>Motion to Approve through staff with the north elevation right dormer reduced to three windows and moved 3.5 feet toward the rear. (Kuhnert)</b>				
Vote	Carried 4-1//McLaughlin opposed		<b>Certificate #</b>	<b>66261</b>	

Google Maps

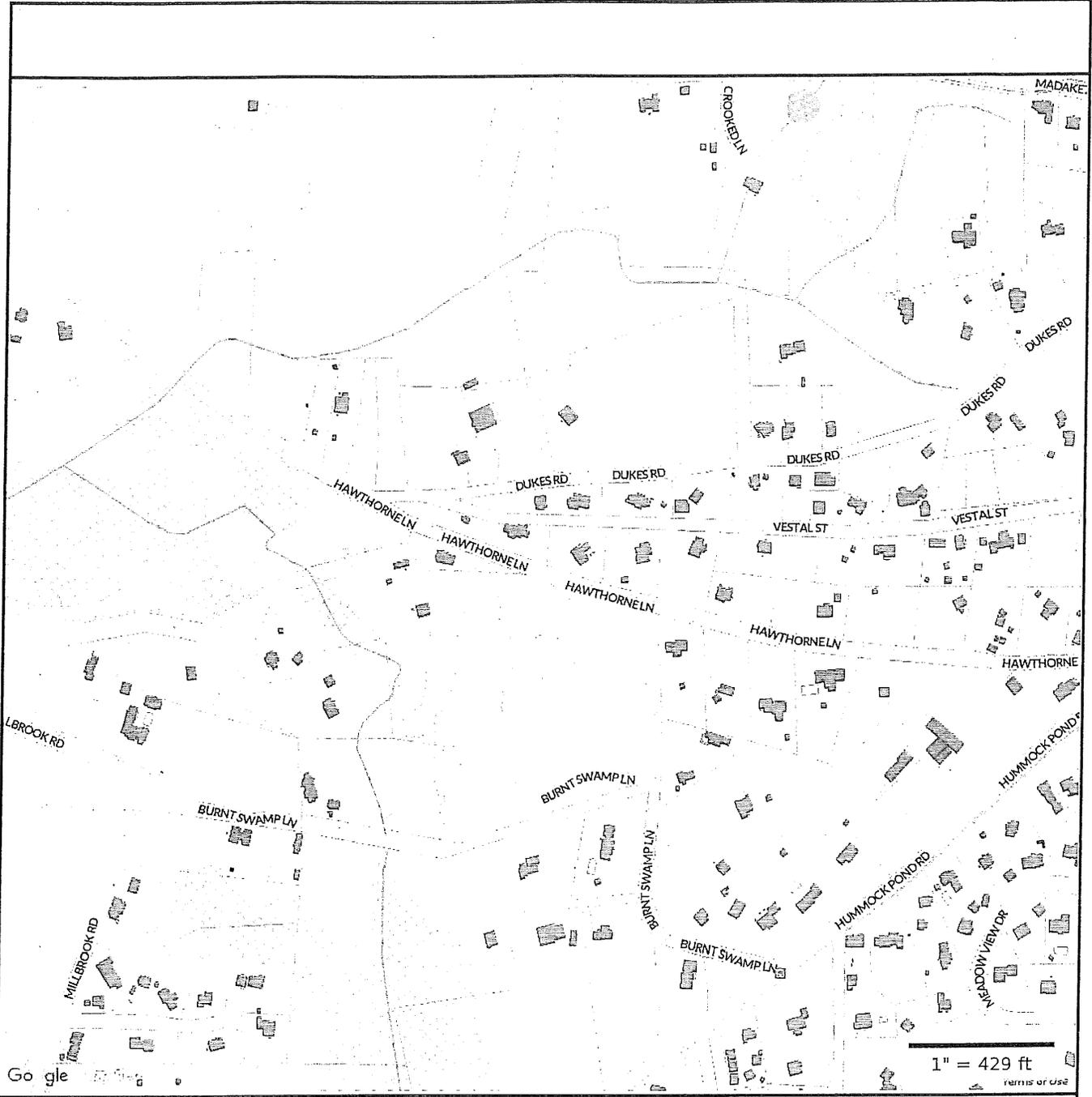


Imagery ©2016 Google, Map data ©2016 Google 50 ft

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.





**Property Information**

Property ID 56 242  
 Location 24 HAWTHORNE LN  
 Owner BOUCHARD LISA MARIE



**MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT**

Town and County of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Parcels updated December, 2014  
Properties updated January, 2015

Search Properties Property Info Adjacent Help

Maps ? X

Base Thematic Overlay

Base Map none

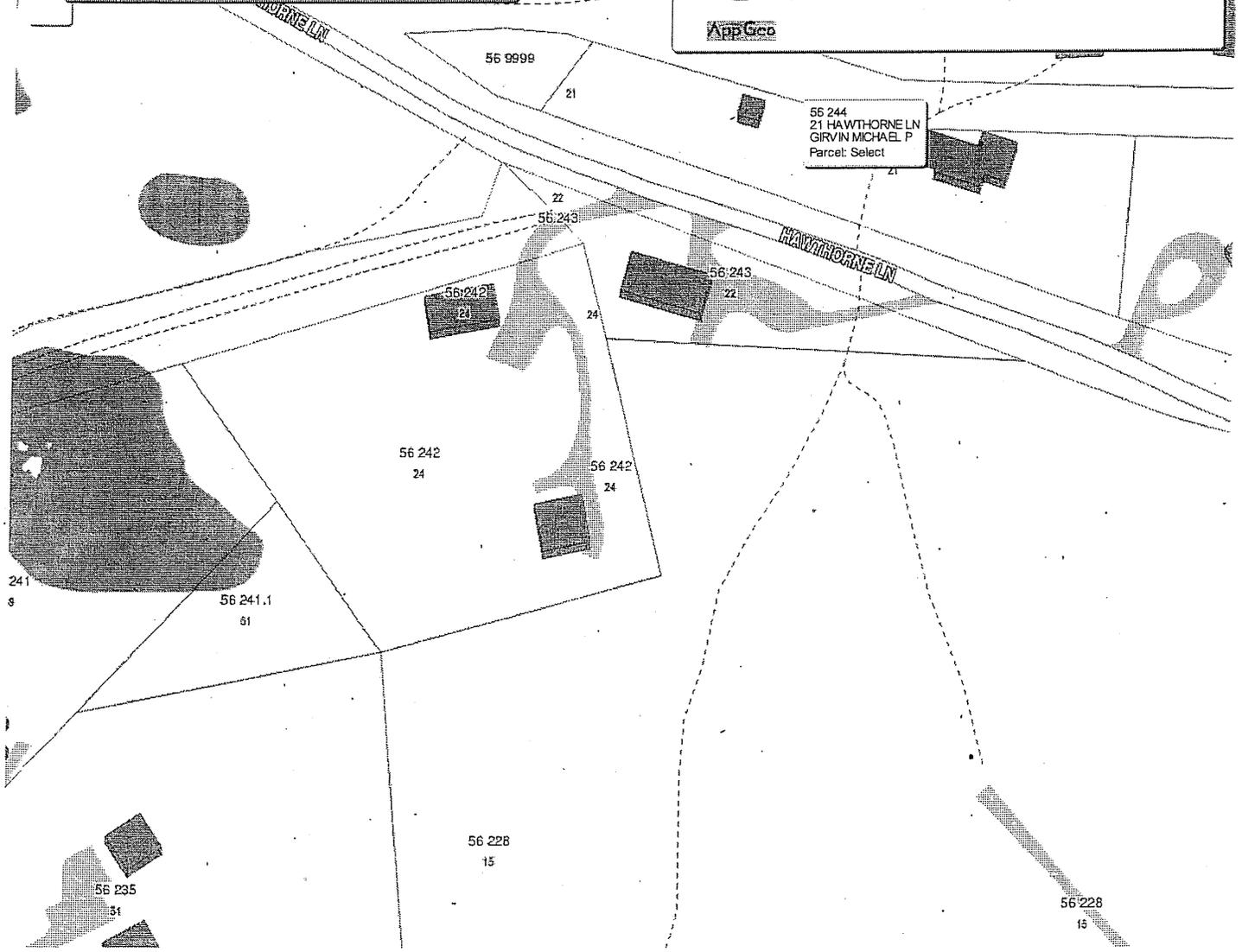
Legend Printable Map Link

Town and County of Nantucket ? X



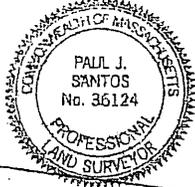
Site Contact Disclaimer Comments

AppGeo

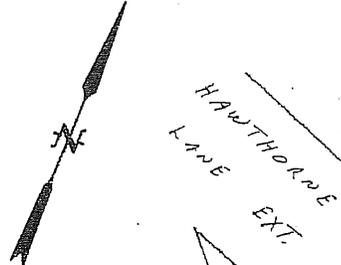


TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLOT PLAN IS SUBSTANTIALLY CORRECT AS NOTED HEREON. PLAN UPDATED BY NANTUCKET SURVEYORS, LLC, FILE NS10089, 3/19/12, AS BUILT DECKS AND SHED.

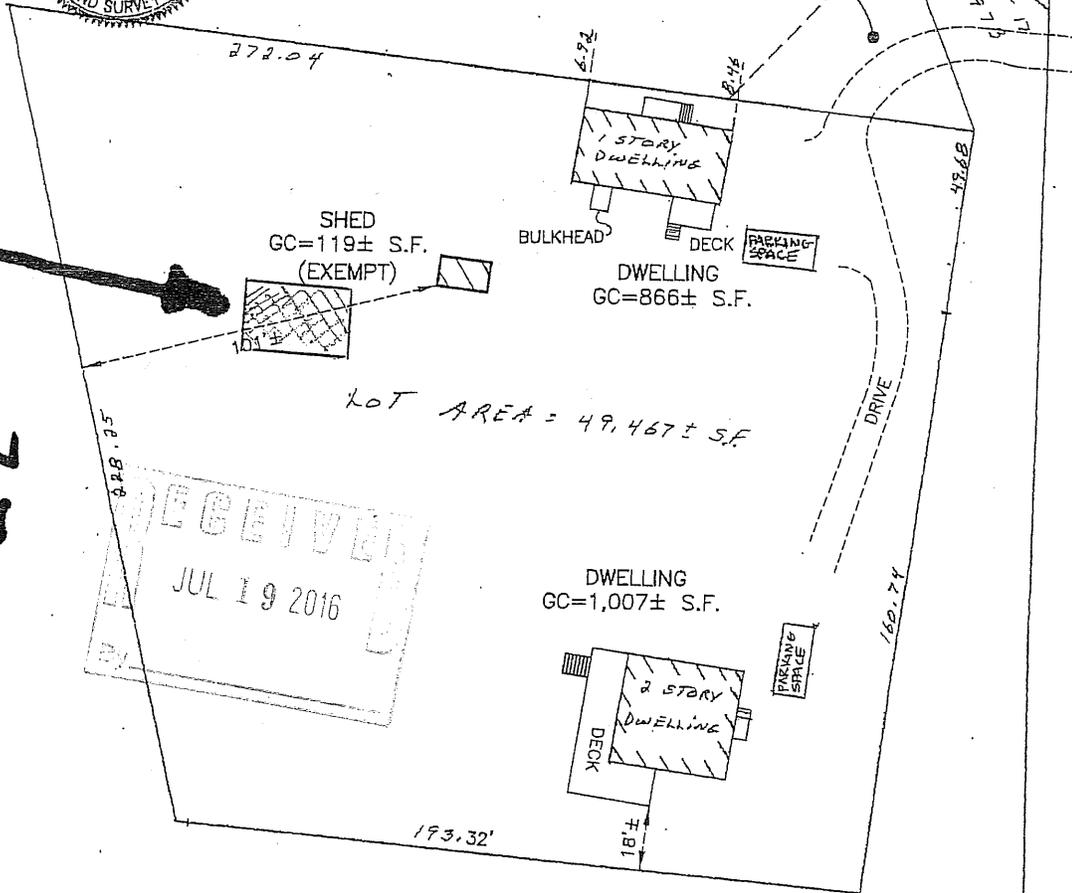
*Paul J. Santos*  
 PAUL J. SANTOS, PLS



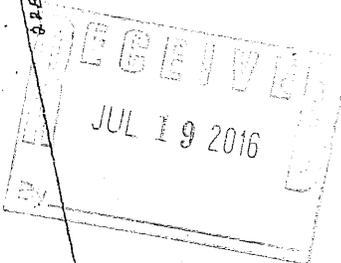
LOT 8  
 L.C. 14899H



DRIVEWAY EASEMENT  
 Dd. Bk. 688, Pg. 12



**APPROX  
 LOCATION  
 OF NEW  
 SHED.**



NOTE: LOT + 1STORY DWELLING PREDATE ZONING

" I CERTIFY THAT AS A RESULT OF A SURVEY MADE ON THE GROUND, THAT THE STRUCTURE IS LOCATED ON THE LOT AS SHOWN WITH NO VISIBLE INCROACHMENTS, AND DID COMPLY WITH THE ZONING SETBACKS IN EFFECT AT THE TIME OF CONSTRUCTION. THE SITE IS SITUATED IN ZONE " C " OF THE F.E.M.A. MAP SHEET # 0013C COMMUNITY #250230."

*John J. Shugrue*  
 JOHN J. SHUGRUE P.L.S.  
 Date: MARCH 25, 1994

ZONING: R-20  
 MINIMUM LOT SIZE: 20,000 SF  
 MINIMUM FRONTAGE: 75'  
 FRONTYARD SETBACK: 30'  
 REAR & SIDE SETBACK: 10'  
 GROUND COVER RATIO: 12-5%

PLOT PLAN OF LAND IN NANTUCKET, MASS.

SCALE 1" = 40'

DATE: MARCH 25, 1994

JOHN J. SHUGRUE, INC.  
 57 OLD SOUTH ROAD  
 NANTUCKET, MA. 02554  
 FOR: BETTIE PIERING  
 NANTUCKET BANK

ASSESSOR'S MAP 56

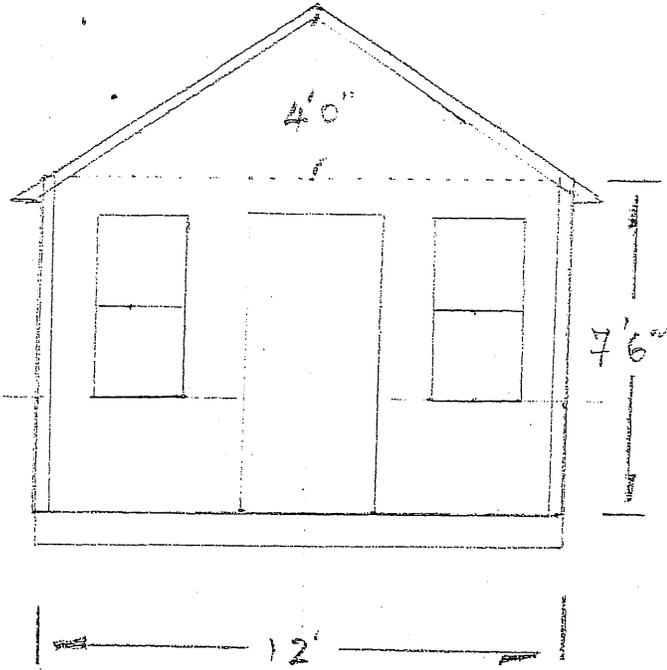
PARCEL NO. 242

4121

Eliane Elias. Bossa Nova Stories.

Roof 8 pitch. 33.75°

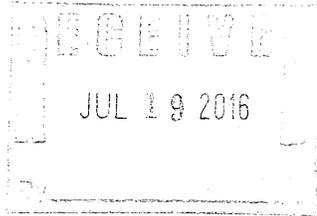
FRONT  
White  
cedar  
shingles.



Rear Elevation  
Sliding Glass Door

Side Elevations  
2 windows:  
per side.

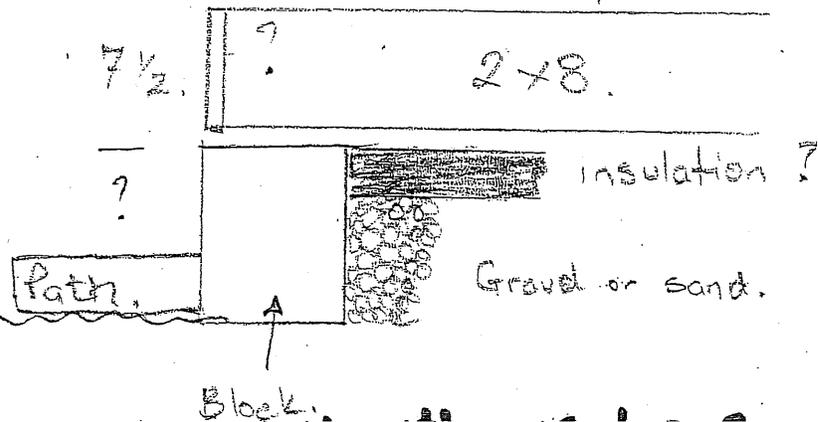
EAST FACING ELEVATIONS.



Front Elevation:  
Single door.  
2 windows.

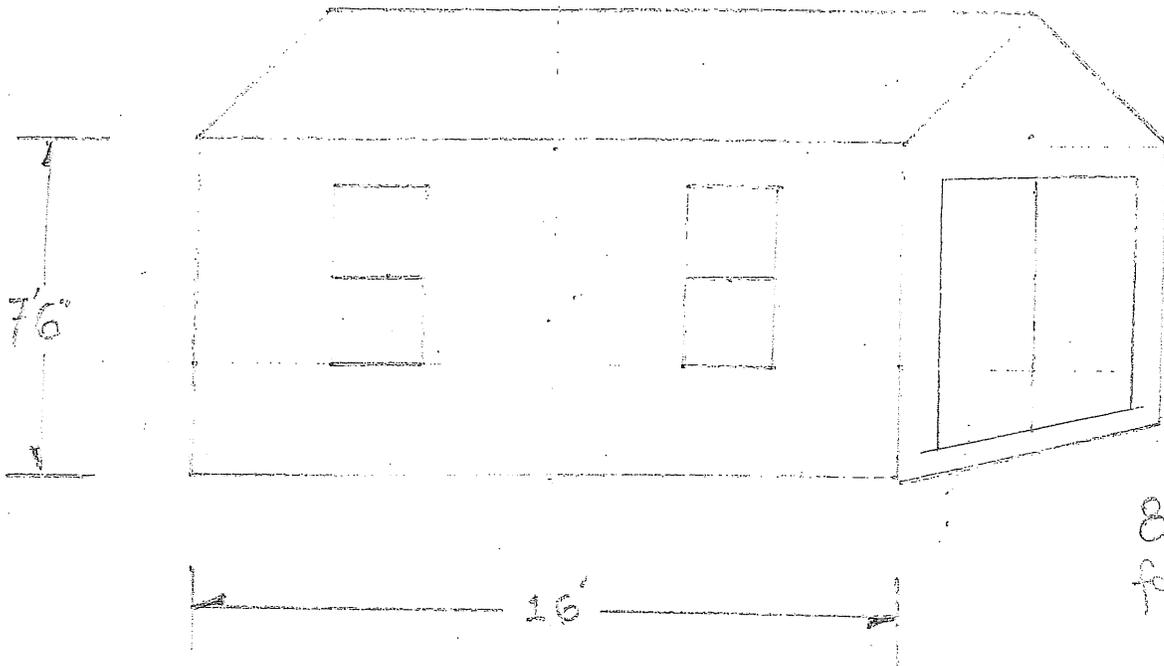
Floor: Block perimeter filled with gravel topped with 2" solid insulation.

6 windows.  
1 single door.  
1 Sliding Glass Door



Roof height =

Exterior cladding on sides and rear to be vertical barn board / rough sawn.

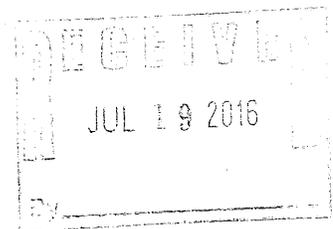


WEST ELEVATION

8' Barn door for machinery removal

ELEVATION FOR BOTH NORTH FACING and SOUTH FACING SIDES.

Total interior floor area (incl. including walls) to be approx 192 ft<sup>2</sup>.



24 HAWTHORNE LANE

24 Hawthorne Lane

Nantucket

MA 02554

Sunday, August 7, 2016

Kristine Glazer, Chairman

Historic District

Commission

2 Fairgrounds Road

Nantucket, MA 02554

Dear Ms. Glazer,

**RE: LIMITATIONS ON HDC AUTHORITY.**

Last Tuesday, 2<sup>nd</sup> of August, 2016, I attended the weekly HDC meeting to support an application which Lisa Bouchard and I had submitted for the erection of a shed at 24 Hawthorne Lane where we both live.

The application was made in the usual way and plot plans, drawings etc., supplied for consideration. The drawing of the shed was simple in its scope, showing positioning of windows and doors as well as roof slope. At the beginning of the hearing I presented satellite photographs showing that the proposed location was not visible from anywhere on earth or Nantucket for that matter due to the area being surrounded by dense, brush, vegetation and trees. I also mentioned that the site had been visited by a member of the Commission who no longer sits. The purpose of that was to bring to the attention of the Commission that it was beyond their statutory power to engage in any discussion as to appropriateness of exterior architectural features and that a certificate of nonapplicability should be granted.

As the hearing unfolded there were requests for further information as to type of windows, style of door, colour of trim, siding and roofing materials. As you may recall I raised the subject of limitation on your powers as per Town Counsel's advice several years ago, only to

be-told that, "We scrutinise everything". Indeed I was slightly admonished for not showing the required information on my outline plans.

Rather than argue the point at the time, I decided to proceed with the application and research the matter again. Having conferred with an extremely knowledgeable and able local attorney who was responsible for raising this subject in the first place, reading Town Counsel's opinion again, and taking advice from people intimately connected with HDC matters, it appears to me that once again the Commission is exceeding the bounds of its statutory authority as follows:

SECTION 9.(a) It shall be the **function and the duty of the Historic Commission** to pass upon the appropriateness of exterior architectural features of buildings and structures hereafter to be erected, reconstructed, altered or restored within the Historic Nantucket District.....,

*(and here is the most important part),*

wherever such exterior features are **SUBJECT TO VIEW** from a beach, public way, public park, public body of water, travelled way, a street or way shown on a land court plan, or shown on a plan recorded in the registry of deeds, a proprietors road or a street or way shown on a plan approved and endorsed in accordance with the Subdivision Control law.

Quite clearly then, it follows that if the architectural features are **NOT** SUBJECT TO VIEW from places as described then the Commission simply has no authority given to it to pass upon the appropriateness of said features and a certificate of nonapplicability needs to be granted. The power of the HDC to decide on appropriateness does not extend to every single structure or proposed structure on the island.

What I would respectfully submit is that anybody proposing to carry out any work whatsoever on buildings on the island, whether new, remodelling, or by way of addition etc., must have to submit an application to the Historic District Commission. However, not every application must go on to receive full HDC scrutiny as to the appropriateness of exterior architectural features. Once an application is received for consideration the very first question the Commission must ask before proceeding is:

Does this application come under our jurisdiction?

If the answer is, "NO.", because the features cannot be seen as described in S. 9 (a), then a certificate of nonapplicability must be granted.

If the answer is "Yes.", because the features are visible than a hearing can proceed in the usual way.

I now find myself in the unusual position of having been granted HDC permission to continue with the process of permitting for our shed when in fact that is not what I want. The application should have received a certificate of nonapplicability whereupon the next step would have been to apply for a zoning permit. It would seem to me that by granting the application, the Commission has essentially claimed jurisdiction over exterior architectural features where such jurisdiction does not exist. Hand in hand with the issue of jurisdiction is the power to inspect to ensure that architectural features as "authorised" are complied with and in the case of non-compliance, fines are imposed. Were I to build the shed and not be in "compliance", then even though a certificate of nonapplicability should have been granted I would be subject to penalties by not conforming to the application as granted.

In terms of the application for the shed I would have to respectfully say that the Commission has exceeded the powers given to it and quite how we go about rectifying that leaves me a little perplexed. Perhaps the matter needs to be listed again for review and the appropriate action of certifying that a certificate of nonapplicability needs to be granted should be taken.

On a final note, following my comment that a building permit was not required for a structure under 200 ft<sup>2</sup>, I was informed that that was a common misconception and in fact one was required. Having checked Mass. Regs and with the local building inspector, a building permit is very much not required. While a zoning application must be made, which unfortunately occupies space on the building permit application form, an application for a building permit is not necessary.

Sincerely,

Michael Pearson.

**HDC File**

**24**

**Hawthorne  
Lane**

6.	Bouchard, Lisa	24 Hawthorne Lane	Shed	56-242	Michael Pearson
Voting	Glazer, Coombs, McLaughlin, Camp, Oliver				
Alternates	Kuhnert				
Recused	None				
Documentation	Associated site and elevation plans, photos, correspondence, and required historical documentation.				
Representing	<b>Michael Pearson</b> – Contends lack of visibility so challenges the need for appropriateness. Noted the site is currently being viewed for visibility by someone who is no longer on the HDC. Presented project. Explained why the sides and rear are clad not shingled; only the front is shingled.				
Public	Lisa Bouchard				
Concerns (5:16)	<p><b>Oliver</b> – Natural to weather vertical barn board would be fine for the three sides. “Clad” implies clapboarding.</p> <p><b>Camp</b> – Need to know clearly what the plan for the door is.</p> <p><b>Glazer</b> – Don’t have information on the windows; need a window and door schedule. They have six 6-over-6 windows.</p> <p><b>Coombs</b> – That is almost at the corner of Dukes Road which could be open to visibility. Asked that a photo of the door used be included in the file.</p>				
Motion	<b>Motion to Approve through staff with supplemental information submitted into the file. (Coombs)</b>				
Vote	Carried unanimously		<b>Certificate #</b>	66258	
7.	Thayer, Geoffery	7 Doc Ryder Drive	Shed	66-212	Self
Voting	Glazer, Coombs, McLaughlin, Camp, Oliver				
Alternates	Kuhnert				
Recused	None				
Documentation	Associated site and elevation plans, photos, correspondence, and required historical documentation.				
Representing	None				
Public	None				
Concerns (5:25)	<p><b>Staff</b> – The owner asked this be heard in his absence.</p> <p><b>Oliver</b> – Need to cut back on the side overhangs.</p>				
Motion	<b>Motion to Approve through staff with the overhangs cut back six inches on each side. (Oliver)</b>				
Vote	Carried unanimously		<b>Certificate #</b>	66259	
8.	Nantucket Public Schools	10 Surfside Road	Relocate building, temporary	55-242	Diane O’Neil
Voting	Glazer, Coombs, McLaughlin, Camp, Kuhnert				
Alternates	Oliver				
Recused	None				
Documentation	Associated site and elevation plans, photos, correspondence, and required historical documentation.				
Representing	<b>Diane O’Neil</b> , Director of Facilities – Presented project.				
Public	None				
Concerns (5:28)	<b>Coombs</b> – Suggested giving a one-year approval.				
Motion	<b>Motion to Approve. (Kuhnert)</b>				
Vote	Carried unanimously		<b>Certificate #</b>	66260	
9.	Feinberg, Jon	98 Orange Street	Addition & add dormer	55-395	Concept Design LLC
Voting	Glazer, Coombs, McLaughlin, Camp, Kuhnert				
Alternates	Oliver				
Recused	None				
Documentation	Associated site and elevation plans, photos, correspondence, and required historical documentation.				
Representing	<b>TJ Watterson</b> , Concept Design LLC – Presented project. Structure is circa 1901. Presented an option to the north dormer at the table.				
Public	None				
Concerns (5:30)	<p><b>Kuhnert</b> – HSAB Comments: okay except north elevation right 4-window shed dormer is too large; should be 2 or 3 windows.</p> <p><b>McLaughlin</b> – North elevation, the 2-light awning windows in the right dormer are inappropriate; should be 3-over-3s. West elevation, the front door should be a 4-light. (It’s existing.)</p> <p><b>Coombs</b> – Agrees about the north elevation right dormer being reduced by one window; it needs to come in on its sides.</p> <p><b>Kuhnert</b> – Suggested the north elevation dormers in Version 2 be shifted away from Orange Street.</p> <p><b>Camp</b> – North elevation, agrees about the dormer being smaller; the main mass historic roofing shouldn’t be disturbed.</p> <p><b>Glazer</b> – Thinks the dormer should have a single triple window and be smaller.</p>				
Motion	<b>Motion to Approve through staff with the north elevation right dormer reduced to three windows and moved 3.5 feet toward the rear. (Kuhnert)</b>				
Vote	Carried 4-1//McLaughlin opposed		<b>Certificate #</b>	66261	

Bouchard

CERTIFICATE NO: 66258-

DATE ISSUED: 8/2/16

Application to the HISTORIC DISTRICT COMMISSION, Nantucket, Massachusetts, for a  
**CERTIFICATE OF APPROPRIATENESS**  
for structural work.

All blanks must be filled in using BLUE OR BLACK INK (no pencil) or marked N/A.

**NOTE: It is strongly recommended that the applicant be familiar with the HDC guidelines, *Building with Nantucket in Mind*, prior to submittal of application. Please see other side for submittal requirements. Incomplete applications will not be reviewed by the HDC.**

This is a contractual agreement and must be filled out in ink. An application is hereby made for issuance of a Certificate of Appropriateness under Chapter 395 of the Acts and Resolves of Mass., 1970, for proposed work as described herein and on plans, drawings and photographs accompanying this application and made a part hereof by reference.

The certificate is valid for three years from date of issuance. No structure may differ from the approved application. Violation may impede issuance of Certificate of Occupancy.

**PROPERTY DESCRIPTION**

TAX MAP N°: 56 PARCEL N°: 242  
Street & Number of Proposed Work: 24 HAWTHORNE LANE  
Owner of record: LISA MARIE BOUCHARD  
Mailing Address: PO BOX 2755  
NANTUCKET, MA 02584  
Contact Phone # (508) 325-6251 E-mail: zodiac 67000@yahoo.com

**AGENT INFORMATION (if applicable)**

Name: MICHAEL PEARSON  
Mailing Address: 24 HAWTHORNE LANE  
NANTUCKET, MA 02554  
Contact Phone # (508) 332-6009 E-mail: arbeia@comcast.net

**FOR OFFICE USE ONLY**

chk-277

Date application received: 7/19/16 Fee Paid: \$ 50.00

Must be acted on by: 9/26/16

Extended to: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_

Chairman: \_\_\_\_\_

Member: \_\_\_\_\_

Member: Vallou

Member: JMS 8/2/16

Member: Miri

Notes - Comments - Restrictions - Conditions

Applicant to provide picture of door on EAST elevation, 6/6 windows, barn board sides

shingles front

**DESCRIPTION OF WORK TO BE PERFORMED**

See reverse for required documentation.

- New Dwelling  Addition  Garage  Driveway/Apron  Commercial  Historical Renovation  Deck/Patio  Steps  Shed
- Color Change  Fence  Gate  Hardscaping  Move Building  Demolition  Revisions to previous Cert. No. \_\_\_\_\_
- Pool (Zoning District \_\_\_\_\_)  Roof  Other \_\_\_\_\_

Size of Structure or Addition: Length: \_\_\_\_\_ Sq. Footage 1st floor: \_\_\_\_\_ Decks/Patio: Size: \_\_\_\_\_  1st floor  2nd floor  
Width: \_\_\_\_\_ Sq. footage 2nd floor: \_\_\_\_\_ Size: \_\_\_\_\_  1st floor  2nd floor  
Sq. footage 3rd floor: \_\_\_\_\_

Difference between existing grade and proposed finish grade: North 0 South 0 East 0 West 0  
Height of ridge above final finish grade: North \_\_\_\_\_ South \_\_\_\_\_ East \_\_\_\_\_ West \_\_\_\_\_

Additional Remarks NONE

Historic Name: \_\_\_\_\_ REVISIONS\* 1. East Elevation  
Original Date: \_\_\_\_\_ (describe) 2. South Elevation  
Original Builder: \_\_\_\_\_ 3. West Elevation  
Is there an HDC survey form for this building attached?  Yes  N/A 4. North Elevation

\*Cloud on drawings and submit photographs of existing elevations.

**DETAIL OF WORK TO BE PERFORMED**

Foundation: Height Exposed \_\_\_\_\_  Block  Block Parged  Brick (type) \_\_\_\_\_  Poured Concrete  Piers

Masonry Chimney:  Block Parged  Brick (type) \_\_\_\_\_  Other \_\_\_\_\_

Roof Pitch: Main Mass 8 /12 Secondary Mass \_\_\_\_\_ /12 Dormer \_\_\_\_\_ /12 Other \_\_\_\_\_

Roofing material:  Asphalt  3-Tab  Architectural  
 Wood (Type: Red Cedar, White Cedar, Shakes, etc.) \_\_\_\_\_

Skylights (flat only): Manufacturer \_\_\_\_\_ Rough Opening \_\_\_\_\_ Size \_\_\_\_\_ Location \_\_\_\_\_  
Manufacturer \_\_\_\_\_ Rough Opening \_\_\_\_\_ Size \_\_\_\_\_ Location \_\_\_\_\_

Gutters:  Wood  Aluminum  Copper  Leaders (material) N/A.

Leaders (material and size): \_\_\_\_\_

Sidewall:  White cedar shingles \_\_\_\_\_  Clapboard (exposure: \_\_\_\_\_ inches) Front  Side

Trim: A. Wood  Pine  Redwood  Cedar  Other \_\_\_\_\_  
B. Treatment  Paint  Natural to weather  Other \_\_\_\_\_  
C. Dimensions: Fascia \_\_\_\_\_ Rake \_\_\_\_\_ Soffit (Overhang) \_\_\_\_\_ Corner boards \_\_\_\_\_ Frieze \_\_\_\_\_  
Window Casing \_\_\_\_\_ Door Frame \_\_\_\_\_ Columns/Posts: Round \_\_\_\_\_ Square \_\_\_\_\_

Windows\*:  Double Hung  Casement  All Wood  Other 6 over 6  
 True Divided Lights (muntins), single pane  SDL's (Simulated Divided Lights) Manufacturer \_\_\_\_\_

Doors\* (type and material):  TDL  SDL Front \_\_\_\_\_ Rear \_\_\_\_\_ Side \_\_\_\_\_  
Garage Door(s): Type \_\_\_\_\_ Material \_\_\_\_\_

Hardscape materials: Driveways \_\_\_\_\_ Walkways \_\_\_\_\_ Walls \_\_\_\_\_

\* Note: Complete door and window schedules are required.

**COLORS** Barn Board for sides & rear.

Sidewall Front / East Elevation CLEAR CEDAR. Clapboard (if applicable) ↑ Roof BLACK / GREY.

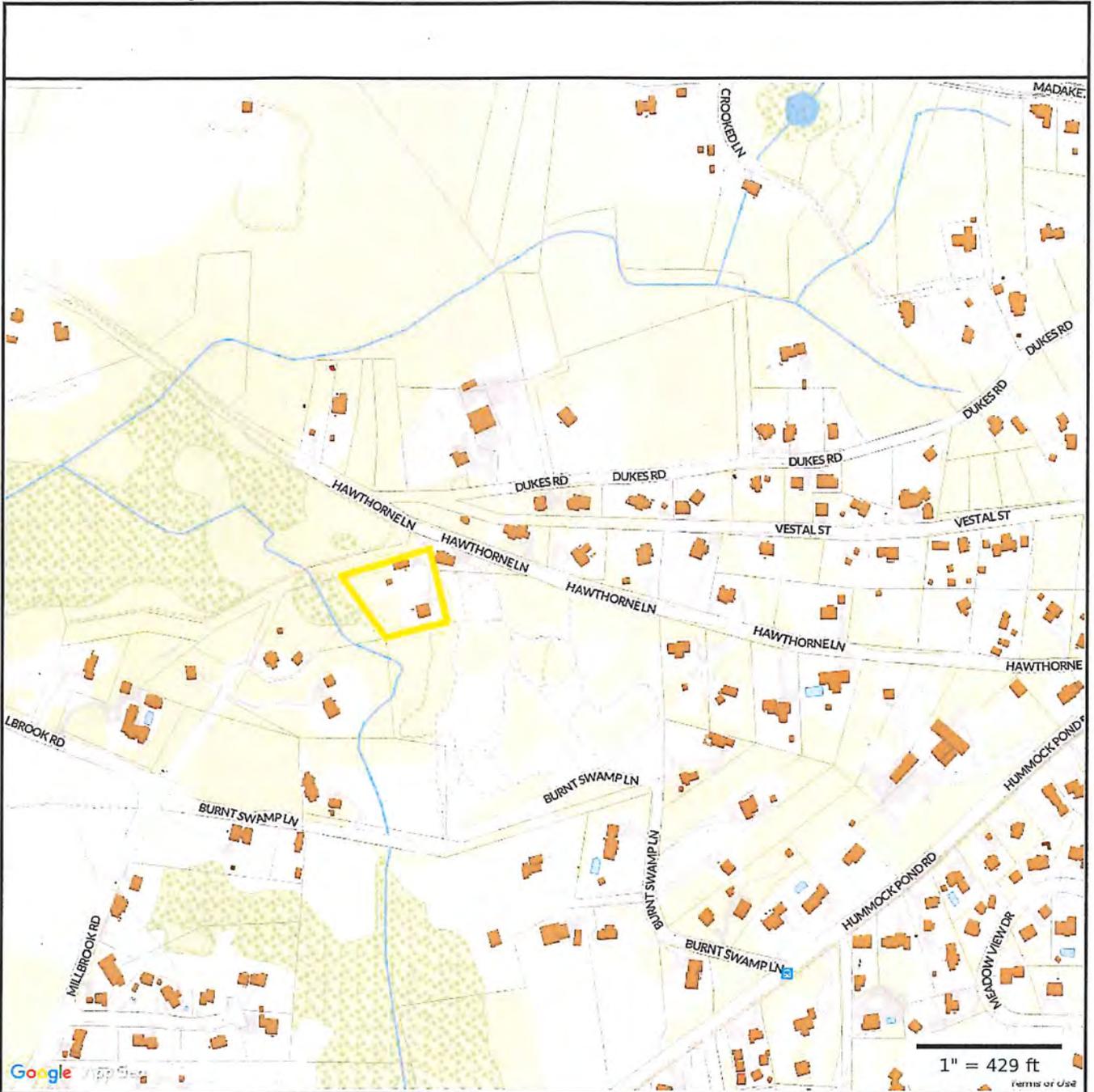
Trim WHITE Cedar. Sash WHITE Doors WHITE Natural

Deck / Foundation / Fence / Shutters /

\* Attach manufacturer's color samples if color is not from HDC approval list.

I hereby authorize the agent named above to act on my behalf to make changes in the specifications or the plans contained in this application in order to bring the application into compliance with the HDC guidelines. I hereby agree to abide by and comply with the terms and conditions of this application. I hereby agree that the submission of any revisions to this application will initiate a new sixty-day review period.

Date 17<sup>th</sup> July 2016. Signature of owner of record Lisa Bouchard Signed under penalties of perjury



**Property Information**

Property ID 56 242  
 Location 24 HAWTHORNE LN  
 Owner BOUCHARD LISA MARIE



**MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT**

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Parcels updated December, 2014  
 Properties updated January, 2015

Google

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Google Maps



Imagery ©2016 Google, Map data ©2016 Google 50 ft

TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLOT PLAN IS SUBSTANTIALLY CORRECT AS NOTED HEREON. PLAN UPDATED BY NANTUCKET SURVEYORS, LLC, FILE NS10089, 3/19/12, AS BUILT DECKS AND SHED.

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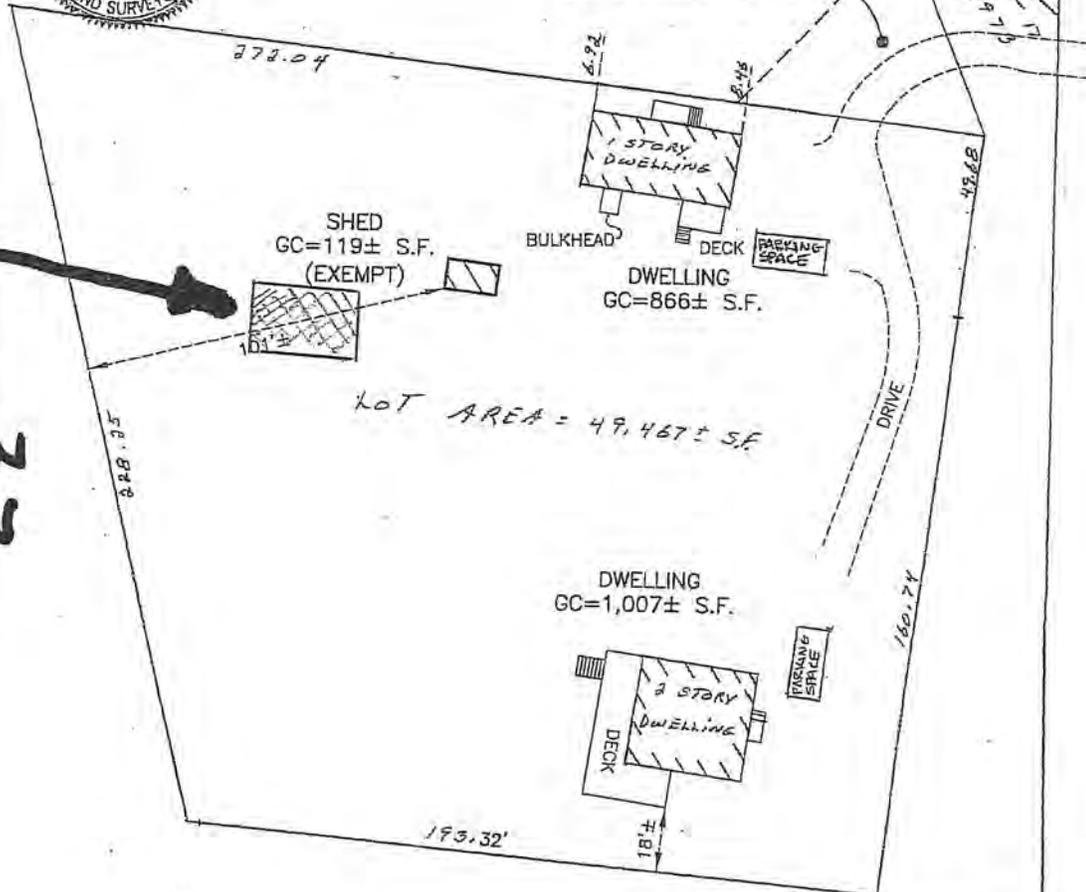


LOT 8  
 L.C. 14899 H



HAWTHORNE  
 LANE EXT.

DRIVEWAY EASEMENT  
 Dd. Bk. 688, Pg. 12



**APPROX  
 LOCATION  
 OF NEW  
 SHED.**

NOTE: LOT 1 1STORY  
 DWELLING PREDATE  
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" I CERTIFY THAT AS A RESULT OF A SURVEY MADE ON THE GROUND, THAT THE STRUCTURE IS LOCATED ON THE LOT AS SHOWN WITH NO VISIBLE INCROACHMENTS, AND DID COMPLY WITH THE ZONING SETBACKS IN EFFECT AT THE TIME OF CONSTRUCTION. THE SITE IS SITUATED IN ZONE " C " OF THE F.E.M.A. MAP SHEET # 0013C COMMUNITY # 250230."

*John J. Shugrue*  
 JOHN J. SHUGRUE P.L.S.

Date: MARCH 25, 1994

ZONING: R-20  
 MINIMUM LOT SIZE: 20,000 SF  
 MINIMUM FRONTAGE: 75'  
 FRONTYARD SETBACK: 30'  
 REAR & SIDE SETBACK: 10'  
 GROUND COVER RATIO: 12.5%

PLOT PLAN OF LAND IN  
 NANTUCKET, MASS.

SCALE 1" = 40'

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 NANTUCKET, MA. 02554  
 FOR: BETTIE PIERING  
 NANTUCKET BANK

ASSESSOR'S MAP 56

PARCEL NO. 292

# 4121

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Help

Maps ? X

Base Thematic Overlay

Base Map none

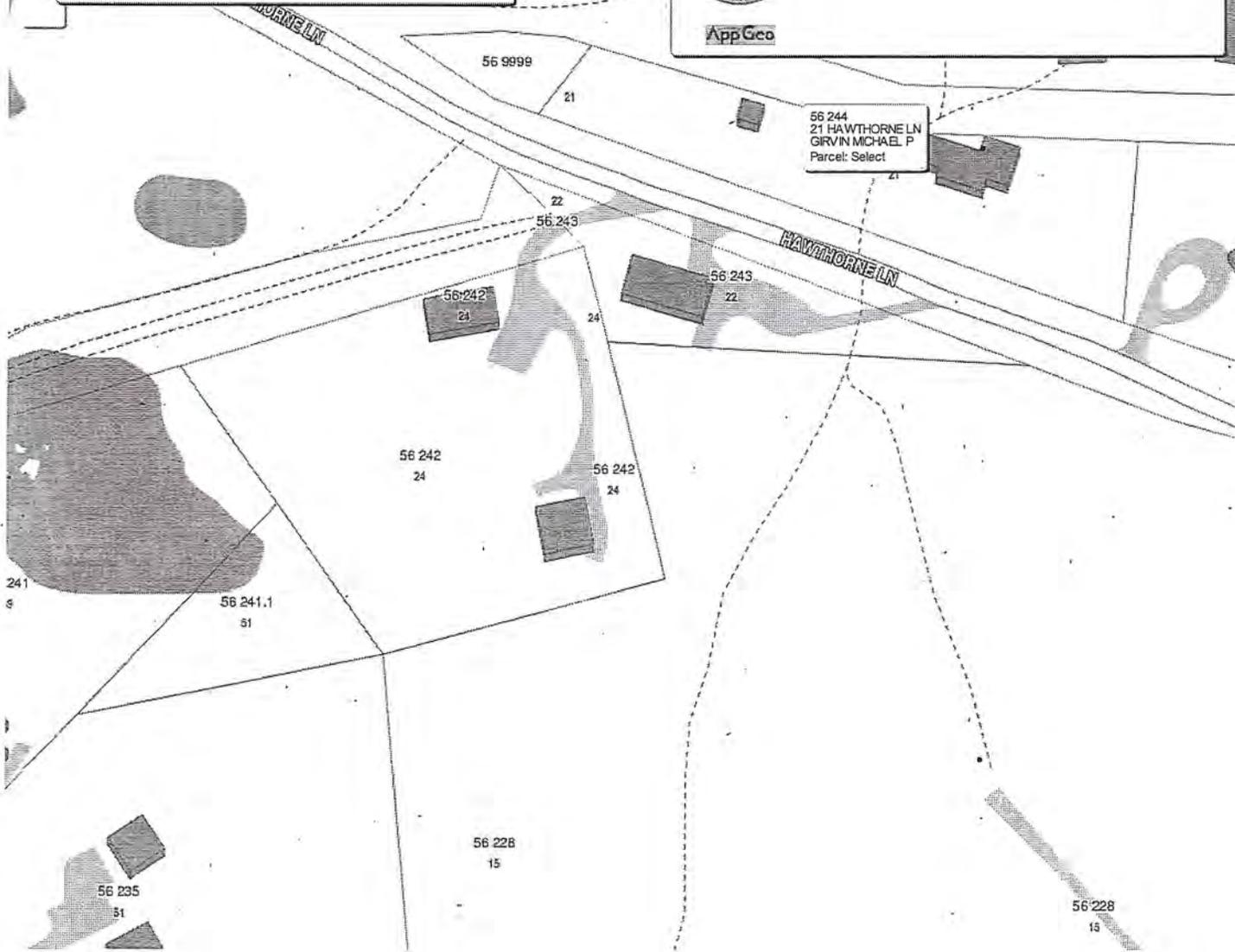
Legend Printable Map Link

Town and County of Nantucket ? X



Site Contact Disclaimer Comments

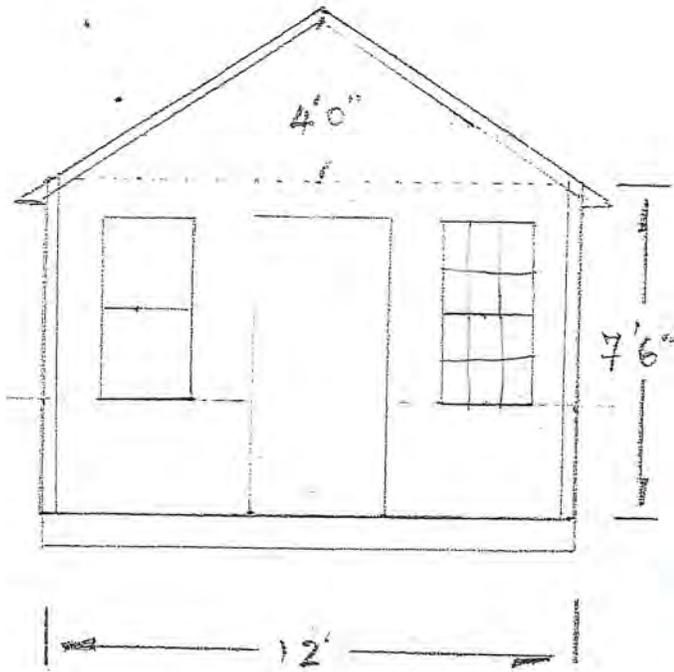
AppGeo



and Elias. Bossa Nova Stories.

Roof 8 pitch, 33.75°

FRONT  
White  
cedar  
shingles.



EAST FACING ELEVATION.

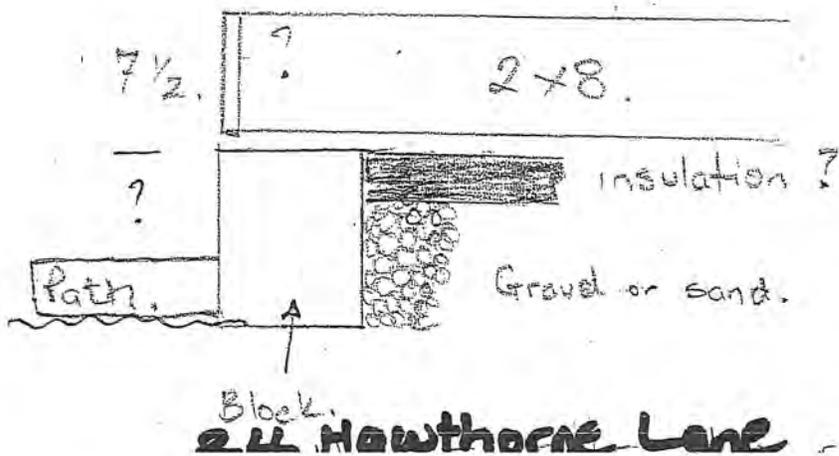
Rear Elevation  
Sliding Glass Door

Side Elevations  
2 windows:  
per side.



Front Elevation:  
Single door,  
2 windows.

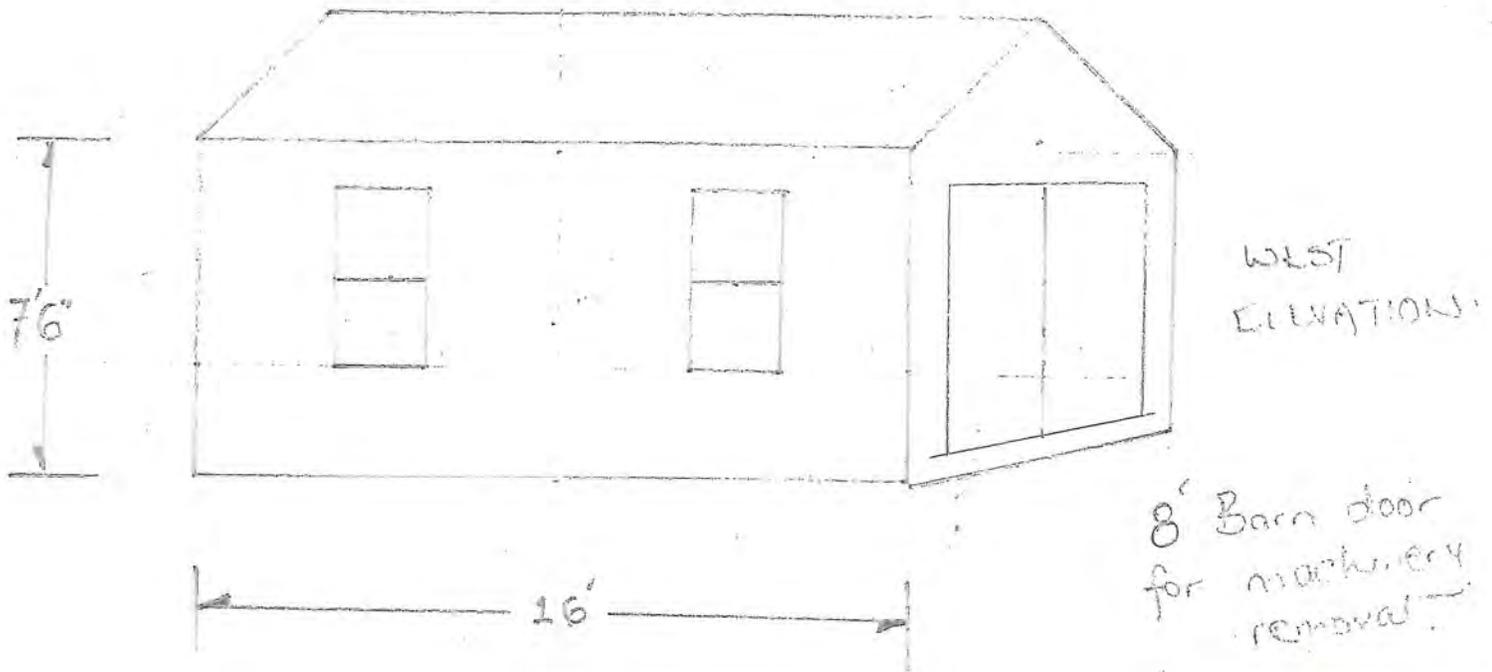
Floor: Block perimeter filled with gravel topped with 2" solid insulation.



6 windows.  
1 single door,  
1 sliding Glass Door.

Bench height =

Exterior cladding on sides and rear to be vertical barn board / rough sawn.



ELEVATION FOR BOTH NORTH FACING and SOUTH FACING SIDES.

Total interior floor area (inc. including walls) to be approx 192 ft<sup>2</sup>.



24 HAWTHORNE LANE