

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

C. Elizabeth Gibson
Town & County Manager

**AGENDA FOR THE MEETING OF THE
BOARD OF SELECTMEN
FEBRUARY 1, 2017 - 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. Wannacomet Water Company: Prospect Street Area (Prospect Street, Atlantic Avenue, Milk Street, Vesper Lane, Joy Street, Mount Vernon Street) Water Main Construction Scheduled to Commence February 6, 2017 through May 15, 2017.
3. Timeline for Housing Project Proposals for Town Property at 6 Fairgrounds Road.
4. Children's Beach Concession Bids Update - Invitation for Bids Due on Monday, February 27, 2017 at Noon.

IV. PUBLIC COMMENT*

V. NEW BUSINESS*

VI. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS

1. Approval of Minutes of June 8, 2011 at 6:00 PM; July 6, 2011 at 6:00 PM; July 13, 2011 at 4:00 PM; October 5, 2011 at 6:00 PM; December 7, 2011 at 6:00 PM; December 21, 2011 at 6:00 PM; January 11, 2017 at 6:00 PM; January 18, 2017 at 10:00 AM; January 25, 2017 at 6:00 PM.
2. Approval of Payroll Warrants for Week of January 29, 2017.

3. Approval of Treasury Warrants for February 1, 2017.
4. Approval of Pending Contracts for February 1, 2017.

VII. CONSENT ITEMS

1. Gift Acceptance: Natural Resources Department; Human Services (Saltmarsh Senior Center); Our Island Home.

VIII. CITIZEN/DEPARTMENTAL REQUESTS

1. Request for Approval of Change of Manager of Seasonal All-Alcoholic Beverages Club License for Westmoor Club Management, LLC d/b/a Westmoor Club from J. Brent Tartamella, Manager to Christian W. Coulter, Manager, for Premises Located at 10 Westmoor Lane.

IX. TOWN MANAGER'S REPORT

1. Update Regarding Permitting to Dredge Madaket Ditch.

X. SELECTMEN'S REPORTS/COMMENT

1. Discussion Regarding Potential Reuse of Current Our Island Home Facility/Site.
2. Committee Reports.

XI. 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
February 1, 2017

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding
Amendment to Professional Services Contract	Sewer	Woodard and Curran	N/A	Extension of contract date from 12/31/2016 to 12/31/2017 for work related to compliance with Administrative Order of Consent (in connection with Flora St) for Surfside WWTF	N/A
Amendment to Professional Services Contract	PLUS	TetraTech	Add \$5,000 to current amount of \$10,000 for a total of \$15,000	Also amends TASK 1 of scope to include review of supplemental analysis and concepts related to development and preparation of summary of findings for Old South Road mixed-use development	PLUS Escrow Account
Professional Services Agreement	DPW - Facilities	Island Carpet	\$2,580	Installation of vinyl tile flooring at Visitors Center	Article 10/ ATM 2012
Grant Agreement	Town Admin	Massachusetts Cultural Council	(\$2,500)	FY 2017 Cultural District Initiative grant; requires matching funds	Matching funds coming from Dept. of Culture & Tourism budget
Lease Agreement	Town Admin	J. Marshall Thompson d/b/a Jetties Beach, Inc.	(\$171,222.69)	Five-year lease agreement for Surfside Beach Concession operations 2017: \$28,222.69 2018: \$30,500.00 2019: \$35,500.00 2020: \$37,500.00 2021: \$39,500.00	N/A

Surfside Beach Concession and Retail Shop

Term Sheet

- Lease Term: Five years beginning January 1, 2017 and expiring December 31, 2021.
- Operating Dates: Friday before Memorial Day through ten (10) days after Labor Day Weekend.
- Concession Premises: Concession building, bathroom, deck and space directly behind the concession. Does not include the path to the beach, the beach, the parking lot, bike rack paddock, or the paved area directly in front of the concession.
- Bid Deposit: 10% of the first year base bid required (minimum \$1,500).
- Rental Fee: Minimum bid \$15,000 with minimum 3.0% increase annually.
- Sales Fee: Minimum 3.0% of gross sales over \$100,000 annually.
- Concession Service: “Typical beach family-friendly snack bar” serving lunch and dinner. Breakfast service optional. Breakfast may be served at the discretion of the Concessionaire, but is not required.
- Mobile Food Unit: The Concessionaire may be permitted to augment Concession facility services with a mobile food unit with the prior written permission of the Town and appropriate state and Town licenses.
- Service Area: Concessionaire shall limit service to the area immediately adjacent to the Concession facility. Small tables or picnic benches with/without umbrellas immediately in front of the Concession building (not the Parking Lot or Beach Area) may be allowed with prior written approval from the Town as long as it does not interfere with public access, buses, emergency vehicle or Town vehicle access to the Concession, Bathroom or Beach. Such table service is not permitted in the Parking Lot or Beach area.
- Service Hours: At a minimum of 11:00 am-5:00 pm seven (7) days per week from the Friday before Memorial Day through ten (10) days after Labor Day Weekend.

- Retail Sales:** A small retail sales operation will be allowed and is exclusive to this lease. The sale of clothing, souvenirs and/or traditional beach-related goods from inside the Concession building or immediately outside or behind the Concession building (not blocking public access, the deck or the parking lot) is permitted.
- Rental Equipment:** The Concessionaire is allowed to rent beach chairs, beach towels, boogie boards and other approved beach/surf equipment, specifically in the area behind the Concession building in the Concession area.
- Accessible Beach Wheel Chairs:** Concessionaire is also expected to manage (reserve, arrange delivery, loan out and collect) the “free rental” of beach wheel chairs as provided by the Department of Public Works.
- Private Functions:** No private functions are allowed in the Premises area. Public Special Events may occur in the Premises Area or Beach Maintenance Area if properly permitted by the Town.
- Restrooms:** At a minimum the Concessionaire shall operate the Bathroom facilities between the hours of 9:00 am and 5:30 pm seven (7) days per week from the Friday prior to Memorial Day through Columbus Day Weekend each year. The Concessionaire shall open the Bathroom facility at all times while the Concession is operating.
- Kitchen:** The Concessionaire shall provide and install all kitchen equipment and food and drink equipment not already provided by the Town of Nantucket. Any purchase of equipment by Concessionaire from previous Concessionaire would be a private agreement and is not part of the contract for the facilities. Concessionaire is responsible for maintenance; replacement and removal of his/her own equipment. Any equipment affixed permanently to the premises shall immediately become the property of the Town of Nantucket subject only to the Concessionaire’s right to use such equipment during the term hereof. The Concessionaire is responsible for preventive maintenance for the equipment provided by the Town of Nantucket.
- Custodial:** The Concessionaire shall clean the Bathrooms daily to maintain them in a

condition satisfactory to the Town. The Concessionaire shall supply and maintain paper, soap and supplies as needed. The Concessionaire shall provide adequate numbers of trash receptacles in the Concession Stand area and the walkway to the Beach that will be maintained by the Concessionaire in addition to the receptacles supplied by the Town. The Concessionaire shall provide for daily trash pick-up throughout the Premises (Concession area and Parking Lot) twice daily. The Concessionaire shall coordinate with the Town (through the Department of Public Works and the Marine Department) to provide for at least weekly beach-cleaning assistance to ensure the walkway and beach area are tidy without trash or hazardous materials.

Signs and Structure: Before any temporary or permanent signs or structures are erected the Concessionaire shall first obtain such written approvals as may be required under existing Town regulations including but not limited to a Certificate of Appropriateness from the Historic District Commission of the Town. The Concessionaire shall then obtain the written permission of the Town of Nantucket

Endangered Species: The Concessionaire must be aware that Surfside Beach and the surrounding area is a known traditional habitat area for State and Federally listed species, such as the Piping Plover.

Alcoholic Beverages: No Alcoholic Beverages are to be served or consumed anywhere on the premises at any time.

Use of Automobiles: The Concessionaire may use a maximum of two (2) parking spaces adjacent to the Concession stand and must keep parked vehicles out of all traveled roadways in the parking area. This includes but is not limited to any delivery, trash or pick-up vehicle or any vehicle owned or operated by the Concessionaire or any employee of the Concessionaire.

No Pets: The Concessionaire and/or its employees are prohibited from bringing his/her pet (s) to work.

End of Season Inspection: The Concessionaire shall schedule with the Town of Nantucket a date and time for the end of season inspection.

- Consent:** The Concessionaire shall not undertake any improvements to the premises without having first received the written consent of the Town of Nantucket.
- Ownership:** Any improvements made by the Concessionaire to the premises during the term of the contract including any structure, fixture or equipment affixed permanently to the premises shall become the property of the Town of Nantucket except as agreed upon in writing prior to installation.
- Insurance:** The Concessionaire will maintain Workers Compensation Insurance and Liability Insurance (\$1,000,000) and will deliver certificates to the Town of Nantucket, on or before March 1 of each year during the term, stating this insurance is in force, in any calendar year for the duration of this Agreement.
- Keys:** Provide keys to the Town for all locked areas within the Premises.
- Non Emergency Repairs:** Concessionaire shall request prior written approval from the Town for any non emergency repairs to be made to the Premises at Concessionaire's expense.
- Emergency Repairs:** Any emergency repairs Concessionaire will confirm in writing; responsibility for payment of such repairs will be determined in accordance with the terms herein.
- Accidents:** Concessionaire shall report any emergencies, accidents or incidents that occur within the Premises to the Town in a timely manner.
- Late Charges:** A late charge of three percent (3%) of any amount due and unpaid fifteen (15) days after due date shall be added to the amount due from Concessionaire and a finance charge of one point five percent (1½%) per month will be added to all amounts remaining unpaid thirty (30) days after the date the amount was originally due, such charge constituting a charge equal to eighteen percent (18%) per annum.
- Compliance with M.G.L. Ch. 7:** The Concessionaire covenants and agrees that it will comply with the requirements of M.G.L. Ch. 7, § 40J.
- Independent Concessionaire Relationship:** There is no relationship of joint venture, partnership, employment or agency between the Town of Nantucket, on
- Surfside Beach Concession Lease Agreement Terms Sheet

the one hand, and the Concessionaire on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions, aside from such control or direction as provided in this Agreement, which the parties view as consistent with their independent Concessionaire relationship.

Binding Obligations, Related Obligors: It is further intended by the Concessionaire and its principals as a condition to this Agreement, that any corporations or other entities which control or are under direct or indirect common control of or with the Concessionaire or which may otherwise be reasonably considered to be a part of its operating business, shall be jointly and severally liable with the Concessionaire for its liabilities as a party to the Town of Nantucket hereunder.

Successors and Assigns: No Right to Assign. Concessionaire shall have no right to assign this Agreement or the rights granted hereby with respect to the Premises, or otherwise delegate any of its duties hereunder without the prior written consent of the Town of Nantucket, which may be withheld at the sole discretion of the Town of Nantucket.

Decisions by the Town of Nantucket: Except as otherwise expressly provided in this Agreement, any decision or action taken by the Town of Nantucket relating to this Agreement or its operation or its termination shall be made by a majority vote of the Board of Selectmen.

Notices: All notices required or permitted to be given to Town of Nantucket or Concessionaire shall be in writing and shall be given personally, or sent by certified mail return receipt requested, addressed to such party at its latest address of record.

Governing Law: This Agreement is governed by the laws of the Commonwealth of Massachusetts.

Entire Agreement; Amendment Interpretation: This Agreement and the specifications advertised by the Town of Nantucket constitute the entire agreement between the parties superseding all prior or contemporaneous oral or written understandings.

PUBLIC NOTICE

NANTUCKET WATER COMMISSION WANNACOMET WATER COMPANY PROSPECT STREET AREA WATER MAIN CONSTRUCTION

Work on the replacement of the water mains on Prospect Street, Atlantic Avenue, Milk Street, Vesper Lane, Joy Street and Mount Vernon Street will commence on February 6, 2017. During the construction period people can expect traffic delays and intermittent water outages.

Construction is expected to be completed by May 15, 2017. Information and updates can be obtained by visiting the Town website at www.nantucket-ma.gov or by calling the Wannacomet Water Company at 508-228-0022.

Thank you for your patience and cooperation as we continue to upgrade critical water infrastructure.

CONSENT AGENDA ITEMS FOR 02/01/2017 SELECTMEN'S MEETING

1. Gift Acceptances

Recommend the acceptance of the following gifts to Town agencies:

-- Natural Resources Dept: \$25 from proceeds of the late Linda Zarella's book *Sea Saw* for Brant Point Shellfish Propagation Facility; \$500 from Nantucket Land Council for Shellfish Program

-- Human Services: Gifts from various donors totaling \$300 for Saltmarsh Senior Center

-- Our Island Home: Gifts from various donors totaling \$2,400 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
2/1/2017

Dear Board Members,

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

- \$25.00 from proceeds of the late Linda Zarella's book *Sea Saw* This donation will be put towards the Shellfish Hatchery.
- \$500.00 from Lily Zarella through the Nantucket Land Council this donation will be put towards the Shellfish 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



MEMO

Date: January 25, 2017

TO: Rick Atherton

FROM: Laura Stewart, Saltmarsh Senior Center, Program Coordinator

RE: Request for acceptance of gift

I am writing to request acceptance of the following gift donation:

From Visco Pumping: \$250.00 to the Saltmarsh Senior Center

From David Barrett: \$50.00 to the Saltmarsh Senior Center

Thank you,

Laura Stewart

from the desk of.....

Laura Stewart
Program Coordinator,
Senior Services
81 Washington Street
Nantucket, MA 02554
508-228-4490

phone: 508-228-4490
fax: 508-325-5366
e-mail: lstewart@nantucket-ma.gov



OUR ISLAND HOME

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

January 24, 2017

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 \$250.00 from Richard Mack.
- A check in the amount of \$2000.00 from the Estate of John Bartlett.
- A check in the amount of \$150.00 from Maureen Glowacki.

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,

Erin Kopecki, Asst. Administrator
Our Island Home

1917



2005

THE WESTMOOR CLUB
nantucket

Board of Selectmen
Town of Nantucket
16 Broad Street
Nantucket, MA 02554
01/04/2017

JAN 4 2017

BY: AC

Dear Board of Selectmen,

This letter is to request a change of Manager for the Westmoor Club Management LLC in my name (Liquor License #076Z00170.) Please let me know if there is anything else required.

Sincerely,

Christian W. Coulter
General Manager



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

For Reconsideration

LOCAL LICENSING AUTHORITY REVIEW RECORD

076200170

ABCC License Number

Nantucket

City/Town

01/04/2017

Date Filed with LLA

TRANSACTION TYPE (Please check all relevant transactions):

- New License
- Transfer of License
- Change of Manager
- Change of Beneficial Interest
- Issuance/Transfer of Stock/New Stockholder
- Pledge of Collateral (i.e. License / Beneficial Int)
- Change of Location
- Alteration of Licensed Premises
- Management/Operating Agreement
- Change Corporate Structure (i.e. Corp / LLC)
- Change Corporate Name
- Change of DBA
- Change of Category (i.e. All Alcohol / Wine and Malt)
- Change of Class (i.e. Annual / Seasonal)
- Change of License Type (i.e. club / restaurant)

APPLICANT INFORMATION

Name of Licensee D/B/A

ADDRESS: CITY/TOWN: STATE: ZIP CODE:

Manager

Type (i.e. restaurant, package store) Class (Annual or Seasonal) Category (i.e. Wines and Malts / All Alcohol)

Granted under Special Legislation? Yes No

If Yes, Chapter of the Acts of (year)

LOCAL LICENSING AUTHORITY DECISION

Please indicate the decision of the Local Licensing Authority:

Please indicate what days and hours the licensee will sell alcohol:

If Approving With Modifications, please indicate below what changes the LLA is making:

Please indicate if the LLA is downgrading the License Category (approving only Wines and Malts if applicant applied for All Alcohol):

Changes to the Premises Description	Indoor Area Total Square Footage	Floor Number	Square Footage	Number of Rooms
Patio/Deck/Outdoor Area Total Square Footage <input type="text"/>	Number of Entrances <input type="text"/>			
Seating Capacity <input type="text"/>	Number of Exits <input type="text"/>			

Abutters Notified: Yes No

Date of Abutter Notification

Date of Advertisement

Please add any additional remarks or conditions here:

The Local Licensing Authorities By:

Date APPROVED by LLA

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

Check here if you are attaching additional documentation



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

AMENDEMENT APPLICATION FOR A CHANGE OF MANAGER

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF LICENSEE (Business Contact)	Westmoor Club Management LLC		
ABCC License Number	076Z00170	City/Town of Licensee	Nantucket

2. APPLICATION CONTACT			
The application contact is required and is the person who will be contacted with any questions regarding this application.			
First Name:	Christian	Middle:	Warren
Last Name:	Coulter		
Title:	Employee	Primary Phone:	508-228-9494
Email:	chris.coulter@thewestmoorclub.com		

3. BUSINESS CONTACT			
Please complete this section ONLY if there are changes to the Licensee phone number, business address (corporate headquarters), or mailing address.			
Entity Name:	N/A		
Primary Phone:	N/A	Fax Number:	N/A
Alternative Phone:	N/A	Email:	N/A

Business Address (Corporate Headquarters)			
Street Number:	10	Street Name:	Westmoor Lane
City/Town:	Nantucket	State:	MA
Zip Code:	02554	Country:	USA

Mailing Address			
<input checked="" type="checkbox"/> Check here if your Mailing Address is the same as your Business Address			
Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

4. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? Yes No

Do you have direct, indirect, or financial interest in this license? Yes No

Have you ever been convicted of a state, federal, or military crime? Yes No
 If yes, attach an affidavit that lists your convictions with an explanation for each

If yes, percentage of interest

Have you ever been Manager of Record of a license to sell alcoholic beverages? Yes No

If yes, please list the licenses for which you are the current or proposed manager:

If yes, please indicate type of Interest (check all that apply):

Officer Sole Proprietor
 Stockholder LLC Manager
 LLC Member Director
 Partner Landlord
 Contractual Revenue Sharing
 Management Agreement Other

Please indicate how many hours per week you intend to be on the licensed premises

Employment Information of Proposed Manager

Please provide your employment history for the *past 10 years*

Date(s)	Position	Employer	Address	Phone
4/95-6/14	General Manager	Bald Peak Colony Club	PO Box 201 Melvin Village, NH 03850	603-544-2511
6/14-11/16	Executive VP	Denehy CTP	501 Kings Highway, Fairfield, CT 06825	203-319-8228

Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

APPLICANT'S STATEMENT

I, J. Graham Goldsmith the: sole proprietor; partner; corporate principal; LLC/LLP member
Authorized Signatory

of The Westmoor Club Management LLC, hereby submit this application for Liquor License/Change Manager
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

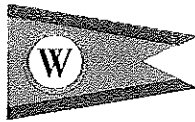
- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: 

Date: 12/28/2016

Title: PRESIDENT

1917

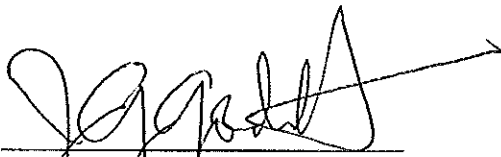


2005

THE WESTMOOR CLUB
nantucket

CERTIFICATE OF VOTE

I, J. GRAHAM GOLDSMITH, Manager of Westmoor Club Management LLC, hereby appoint CHRISTIAN W. COULTER, as General Manager of Westmoor Club Management LLC.

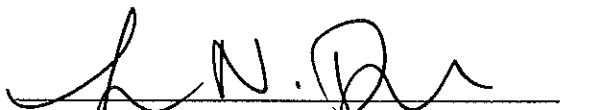


J. GRAHAM GOLDSMITH
Manager

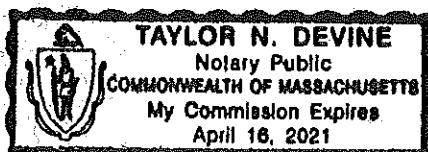
COMMONWEALTH OF MASSACHUSETTS

County of Nantucket,

On this 25th day of December, 2016, before me, the undersigned notary public, personally appeared J. GRAHAM GOLDSMITH, who is personally known to me, to be the person whose name is signed above, and acknowledged to me that he signed it voluntarily for its stated purpose.



Official Signature and Seal of Notary Public
My commission expires: April 16, 2021



FILED

APR 30 2004

SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

**CERTIFICATE OF ORGANIZATION
WESTMOOR CLUB MANAGEMENT, LLC**

Pursuant to the Massachusetts Limited Liability Company Act (the "Act"), the undersigned hereby certifies that a limited liability company has been organized under the Act as follows:

1. **Name.** The name of the limited liability company is WESTMOOR CLUB MANAGEMENT, LLC.

2. **Office.** The street address of the office of the LLC in the Commonwealth for purposes of the Act is 13 Essex Road, Nantucket, Massachusetts 02554.

3. **Business of the LLC.** The general character of the business of the LLC shall be to operate a recreation and social club, but it may engage in any other lawful business purpose or activity permitted by the Act.

4. **Date of Dissolution.** The LLC has no specific date of dissolution.

5. **Resident Agent.** The name and address of the resident agent of the LLC for service of process is Arthur I. Reade, Jr. 41 India Street, Nantucket, Massachusetts 02554.

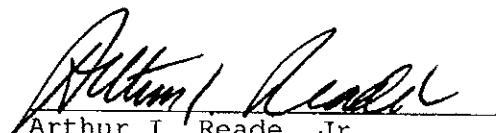
6. **Manager.** The Manager of the LLC on the date of its organization for the purposes of the Act is as follows:

J. Graham Goldsmith
7 Kilburn Street
Burlington, Vermont 05401

7. **Execution of Documents.** Person(s) authorized to execute documents to be filed with the Secretary of State in addition to any Manager are as follows: None.

8. **Authority to Convey Title.** Any Manager of the LLC is authorized to execute, acknowledge, deliver and record any recordable instrument purporting to effect an interest of real property of the LLC under Section 66 of the Act.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Organization as of April 30, 2004


Arthur I. Reade, Jr.,
Authorized Person

LICENSE #: 076200170

LICENSE FEE: \$2,900.00

THE LICENSING BOARD *for the*
TOWN OF NANTUCKET, MASSACHUSETTS
HEREBY GRANTS AN
SEASONAL RETAIL CLUB LICENSE
TO EXPOSE, KEEP FOR SALE, AND TO SELL
ALL ALCOHOLIC BEVERAGES

TO BE CONSUMED ON THE PREMISES

BUSINESS: Westmoor Club
Management, LLC
DBA: WESTMOOR CLUB
PREMISES: 10 Westmoor Lane
Nantucket, MA 02554
MANAGER: J. Brent Tartamella

ON PREMISES DESCRIBED AS:
Clubhouse with formal dining room, enclosed porch, informal bar/lounge area, kitchen, offices, restrooms.

The hours during which alcoholic beverages may be sold: In accordance with MGL Chapter 138 and amendments thereto with the local provision that patrons shall not be served alcoholic beverages before 8:00AM Monday through Saturday and 11:00AM on Sunday. No alcohol service is permitted after 1:00AM and patrons must be off the license premises and said premises must be closed by 1:30AM. Any restrictions apply as are on file with the local licensing authority. In accordance with Article 40 ATM 2001, Chapter 86.1 Board of Health Regulations Prohibit Smoking in Certain Places within the Town of Nantucket.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the Massachusetts General Laws, as amended and any rules or regulations made thereunder by the licensing authorities, including, but not limited to Chapter 250 of the Town of Nantucket Rules and Regulations Governing Alcoholic Beverages.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this 16th day of March 2016.



Robert De Costa
Chairman, Board of Selectmen

THIS LICENSE IS VALID APRIL 1, 2016 – JANUARY 15, 2017

**Unless earlier suspended, cancelled, or revoked*

This License Shall Be Displayed On the Premises in a Conspicuous Place Where it May Be Easily Seen.

TOWN OF NANTUCKET NATURAL RESOURCES DEPARTMENT

JEFF CARLSON, NATURAL RESOURCES COORDINATOR
2 BATHING BEACH ROAD
NANTUCKET, MA 02554

JCARLSON@NANTUCKET-MA.GOV
508-228-7230



MEMO

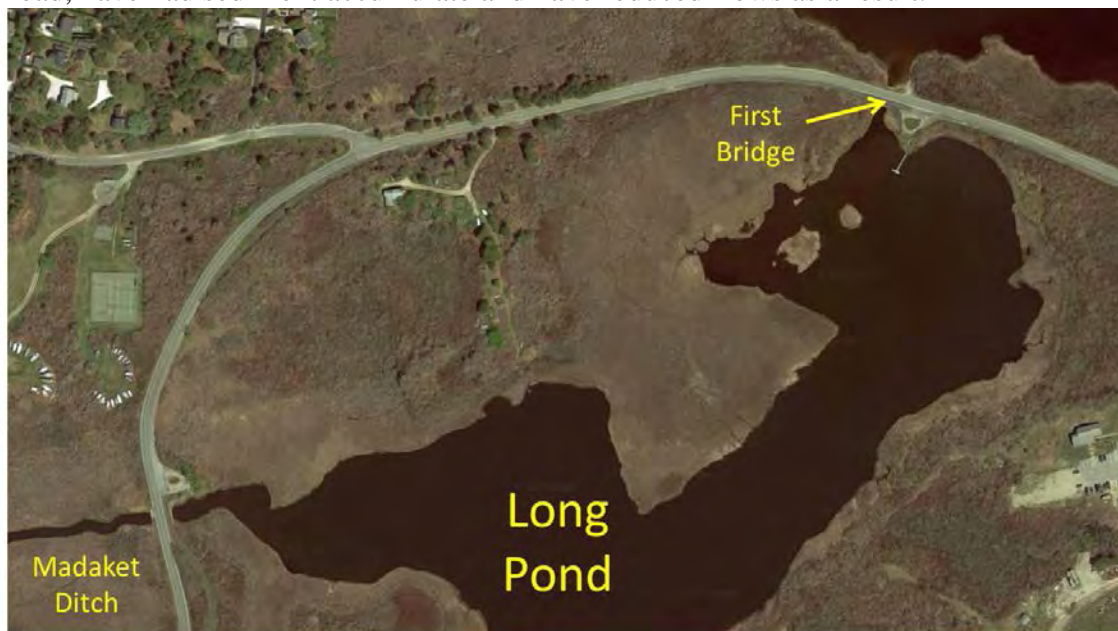
1/27/2017

To: Board of Selectmen
Libby Gibson, Town Manager
Gregg Tivnan, Assistant Town Manager

From: Jeff Carlson, Natural Resources Coordinator

Re: Madaket Ditch Dredging and First Bridge Dredging Project

We have been working on developing a scope, permitting process and potential cost associated with improving the flow within Long Pond and the adjoining Madaket Ditch. Over time and without regular maintenance these culverts, which pass beneath Madaket Road, have had sediment accumulate and have reduced flows as a result.



To these ends conditions of the physical culvert underneath the sediment is somewhat unknown and could be compromised and in need of replacement and/or maintenance. The options presented will have similar permitting requirements and the Natural Resources Department is recommending that the evaluation of the culverts for the correct sizing and to allow for more regular maintenance to help with maintain the

TOWN OF NANTUCKET NATURAL RESOURCES DEPARTMENT

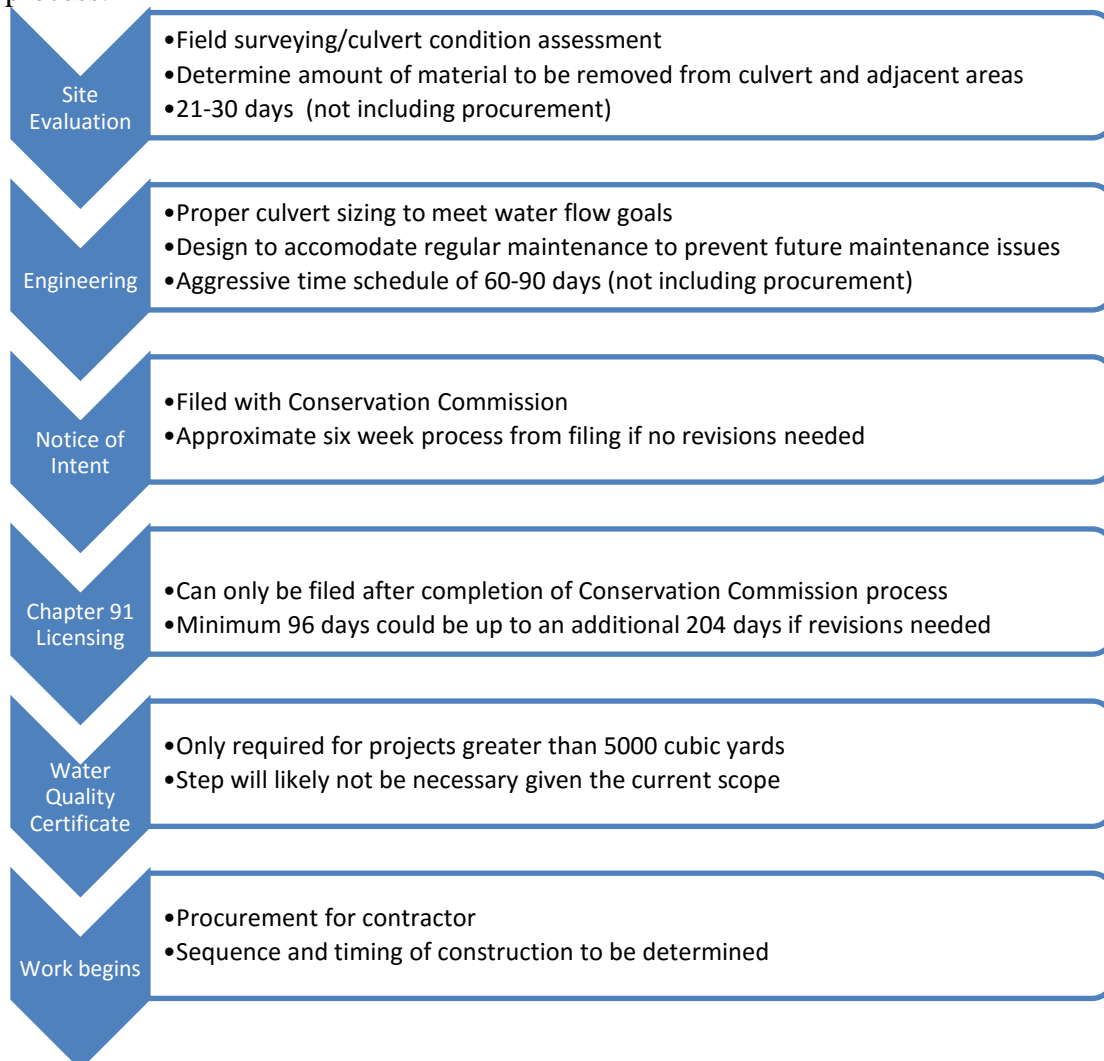
JEFF CARLSON, NATURAL RESOURCES COORDINATOR
2 BATHING BEACH ROAD
NANTUCKET, MA 02554

JCARLSON@NANTUCKET-MA.GOV
508-228-7230



desired flows between all the waterbodies in question be placed into budgetary planning once the necessary cost estimates are obtained. Maintenance of these flows is critical to the watershed which includes Long Pond, Madaket Ditch, Hither Creek and ultimately Madaket Harbor.

The main environmental impact of the project would be the required dredging component associated with the project. The permitting would follow the following process:



If it is determined that the project can go forward as a maintenance dredging activity it may speed up if the culverts do not require replacement. A focus of the required

TOWN OF NANTUCKET NATURAL RESOURCES DEPARTMENT

JEFF CARLSON, NATURAL RESOURCES COORDINATOR
2 BATHING BEACH ROAD
NANTUCKET, MA 02554

JCARLSON@NANTUCKET-MA.GOV
508-228-7230



permits will include the ongoing ability of the Town to perform maintenance dredging/cleanings as needed. Part of the design phase will also have to include analyzing the flow rates and the projected flow rates with the dredge material removed and the culvert potentially replaced. As this is a tidally influenced pond with a direct connection to Madaket Harbor the culverts should be sized to accommodate any potential coastal flood or storm flood waters without diverting them onto the road or adjacent areas.

To determine some estimated construction costs some of the cost projections of the Consue Springs restoration project have been used as it is a similar project that involves dredging and culvert installation. Construction timing and methodology could be a significant factor in the final cost of the project as well. If the culverts are in good condition and do not need to be replaced it could be in the hundreds of thousands to half a million dollars range depending on the amount of material to be dredged. If we are looking at culvert replacement this may require road closures to allow for work. As this is the only improved roadway to Madaket temporary bridges may be required to be installed to allow for vehicle traffic to the west end this could substantially increase the cost. This could drive the project for replacing the culverts into the millions of dollars. Base costs for dredging are anticipated to be \$100-\$200 dollars per cubic yard based on the Consue Springs project. The real driver to this project is the culvert condition and sizing the replacement culverts. Depending on the size of the culverts this could push the dredge volume over the 5000 cubic yard threshold, which would change the permitting requirements as well. This will be better established following the engineering assessment.

We are currently investigating the possibility of a Coastal Resiliency grant to help with these costs and are investigating other funding opportunities at this time as well. I am happy to provide more information if requested and will be in attendance at the February 1st meeting to answer any further questions.