

READE, GULLICKSEN, HANLEY, GIFFORD & COHEN, LLP

SIX YOUNG'S WAY

NANTUCKET, MASSACHUSETTS 02554

(508) 228-3128

FAX: (508) 228-5630

ARTHUR I. READE, JR., P.C.
KENNETH A. GULLICKSEN
MARIANNE HANLEY
WHITNEY A. GIFFORD
STEVEN L. COHEN

MAILING ADDRESS
POST OFFICE BOX 2669
NANTUCKET, MASS. 02584

Nantucket Selectmen
16 Broad Street
Nantucket MA, 02554
BY HAND

October 3, 2013

Dear Board of Selectmen,

SBPF is very please that the Town of Nantucket has taken responsible actions to engage a process to protect the public infrastructure and historic community on the Sconset Bluff. We are pleased to partner with the Town in this effort, and have offered to make significant private resources available to the Town, including funding for design, engineering, and legal services, as well as installation, maintenance, repair and mitigation of such erosion protection.

At the BOS meeting last night, the Selectmen voted to expand the scope of SBPF's prior agreed obligations to now include costs and burdens related to emergency planning and preparations for potential eminent domain takings related to the municipal responsibility to provide alternative road access and utility service that would be triggered if Baxter Road is closed. However, as was discussed last night, it would be unfair and contrary to the MOU for SBPF to be obligated to pay for these new additional emergency planning and takings costs if the emergency bluff protected is not permitted and installed. We do not read the MOU as requiring this, and it appeared to be the vote of the Board that it did not intend this as a new requirement either, (i.e., that the proposed new Section 5 was removed as unnecessary, not as objectionable to the majority of the Board). However, in order to avoid any possible future misunderstanding we want to be sure that we are all on the same page on this issue.

SBPF will agree to the obligations in Sections 2 and 3 with the understanding that these are contingent on the permitting and installation of the emergency bluff protection before the 2013/14 storm season. Without this clarification, Section 11 of the July 5 MOU (below) could be incorrectly read to require SBPF to provide funding for emergency planning and takings costs, even if one side or the other terminates the MOU, and even if those costs have not been incurred at that time. That point needs written clarification as we move forward.

Sincerely,



Steven Cohen, Esq.

As Counsel to

Sconset Beach Preservation Fund Inc.

