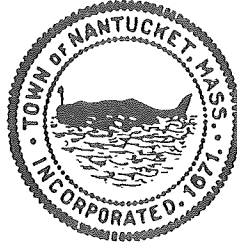


Town and County of Nantucket
Board of Selectmen • County Commissioners

Rick Atherton, Chairman
Robert R. DeCosta
Michael Kopko
Patricia Roggeveen
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

*AGENDA FOR THE MEETING OF THE
COUNTY COMMISSIONERS
28 SEPTEMBER 2011 - 6:00 PM
PUBLIC SAFETY FACILITY COMMUNITY ROOM
4 FAIRGROUNDS ROAD
NANTUCKET, MASSACHUSETTS*

I. ANNOUNCEMENTS

*II. PUBLIC COMMENT**

*III. NEW BUSINESS**

IV. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS

1. Approval of Minutes of 17 August 2011 at 6:00 PM.
2. Approval of Payroll and Treasury Warrants for September 2011.

V. OFFICIAL BUSINESS

1. Planning Office: Request for Execution of Deed to Town for Parcel of Land Formerly Part of Nonantum Avenue As Shown on Plan Entitled "Plan For Discontinuance of a Portion of Nonantum Avenue Prepared for the Town of Nantucket in Nantucket, MA", Dated July 20, 2009, Prepared by Nantucket Surveyors, LLC, and Recorded with Nantucket County Registry of Deeds as Plan No. 2009-39, Pursuant to Chapter 89 of the Acts of 2011.
2. R. Thomas Okonak and James R. Okonak, Trustees: Request for Execution of Grant of Non-Exclusive Easement in Area of Massachusetts Avenue as Shown on Plan Entitled "Exhibit Plan of Land In Nantucket, Mass.", Dated September 14, 2011, Prepared by Blackwell and Associates. Inc., For Purpose of Facilitating Use of Septic or Other Sewage Disposal System Installed on Lot A to Service Single-Family Residence on Lot B.

VI. COMMISSIONERS REPORTS/COMMENTS

VII. ADJOURNMENT

** Identified on Agenda Protocol Sheet.*

County Commission Agenda Protocol:

- *Roberts Rules. The County Commission follows Roberts Rules of Order to govern its meetings as per the Town Code and Charter.*
- *Public Comment. Public Comment is for bringing matters of public interest to the attention of the Commission. The Commission welcomes concise statements on matters that are within the purview of the County Commission. At the Commission's discretion, matters raised under Public Comment may be directed to County Administration or may be placed on a future agenda, allowing all viewpoints to be represented before the Commission takes action. Except in emergencies, the Commission 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.*
- *New Business: For topics not reasonably anticipated 48 hours in advance of the meeting.*
- *Public Participation. The Commission 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 Commissioners may have questions on the clarity of information presented. The Commission will hear any staff input and then deliberate on a course of action.*
- *Commissioner Report and Comment. Individual Commissioners may have matters to bring to the attention of the Commission. If the matter contemplates action by the Commission, Commissioners will consult with the Chair and/or County Administrator in advance and provide any needed information by the Thursday before the meeting. Otherwise, except in emergencies, the Commission will not normally take action on Commissioner Comment.*

QUITCLAIM DEED

THE COUNTY OF NANTUCKET, a Massachusetts municipal corporation, acting by and through its County Commissioners, having an address of Nantucket Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (“Grantor”) for consideration of One Dollar (\$1.00) hereby grants with quitclaim covenants, pursuant to Chapter 89 of the Acts of 2011 to the TOWN OF NANTUCKET, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, having an address of Nantucket Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (“Grantee”) the following parcel of land:

A certain parcel of land in, Nantucket, Massachusetts being a portion of Nonantum Avenue containing 18,400 square feet, more or less and shown on a plan entitled “Plan For Discontinuance of a Portion of Nonantum Avenue Prepared for the Town of Nantucket in Nantucket, MA,” dated July 20, 2009, prepared by Nantucket Surveyors, LLC, and recorded as Plan No 2009-39 in the Nantucket County Registry of Deeds and being more particularly bounded and described as follows:

By the Easterly sideline of Nonantum Avenue 40.00 feet;
Northerly by the southerly lot line of Parcel 49 on Assessors Map 88, by the Southerly sideline of a portion of former Clifford Street and the southerly lot line of Parcels 50 and 51 of Assessors Map 88 460.00 feet;
By the Eastern sideline of former Harriet Street, formerly known as Prospect Street 40.00 feet; and
Southerly by the northerly lot line of Parcel 47 of Assessors Map 88, the Northern sideline of a portion of Clifford Street between former Nonantum Avenue and the Atlantic Ocean and Parcel 48 of Assessors Map 88 460.00 feet.

For Grantor’s title see Order of Taking dated October 30, 1974 recorded with said Deeds in Book 147, Page 289.

No deed stamps are due on this conveyance pursuant to G.L. c.64D, § 1.

Executed under seal this ____ day of _____, 2011.

TOWN OF NANTUCKET
BY ITS COUNTY COMMISSIONERS

Rick Atherton

Whiting Willauer

Patricia Roggeveen

Michael Kopko

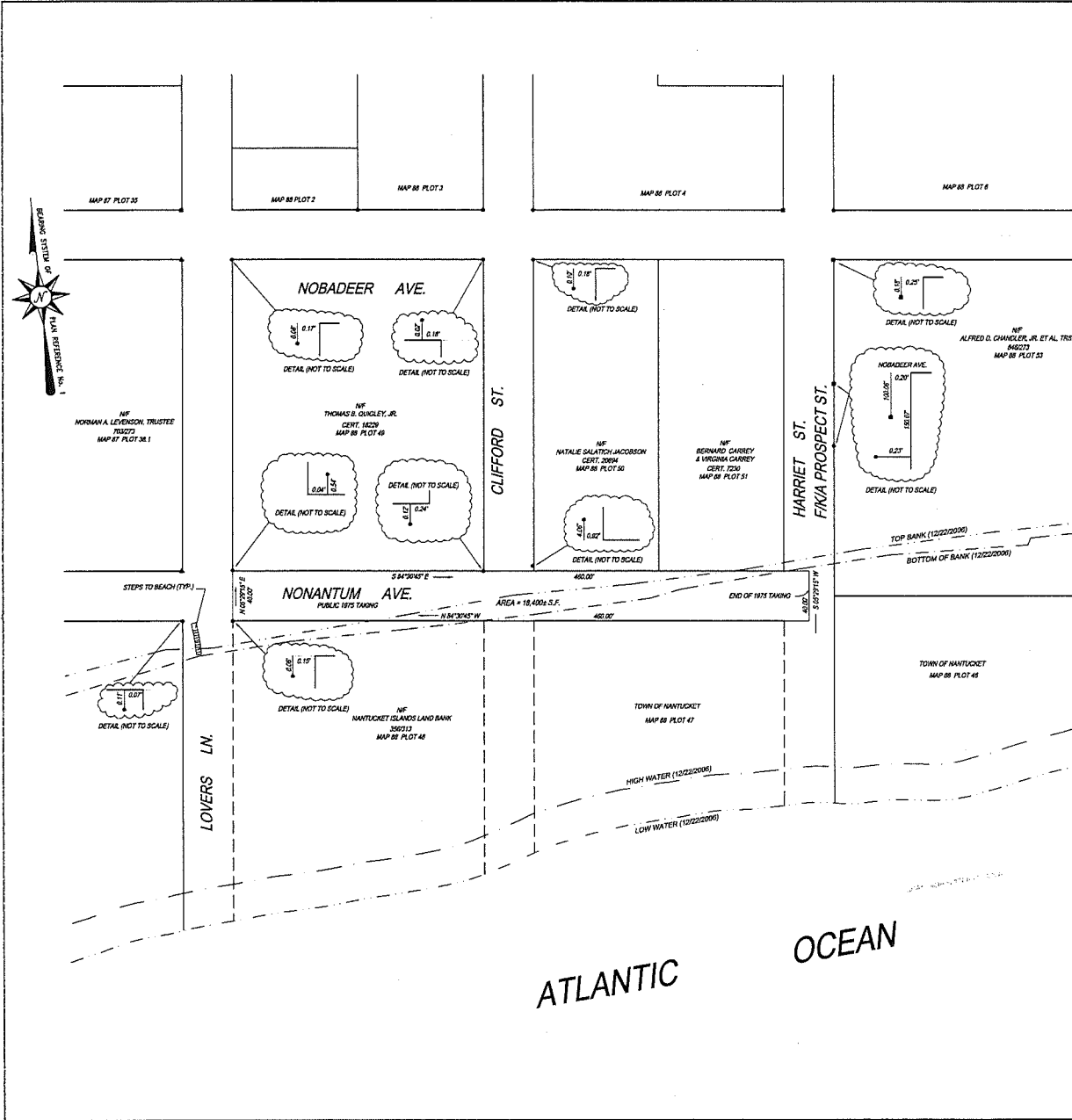
Robert DeCosta

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2011, before me, the undersigned Notary Public, personally appeared Rick Atherton, Whiting Willauer, Patricia Roggeveen, Michael Kopko and Robert DeCosta, as members of the County Commissioners of the County of Nantucket and proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the County Commissioners of the County of Nantucket .

Notary Public
My Commission Expires:



LEGEND

- DENOTES CONCRETE BOUND WITH DRILL HOLE FOUND
- DENOTES IRON PIPE FOUND
- ▲ DENOTES REBAR FOUND
- DENOTES STEEL SURVEY MARKER FOUND

ALL MONUMENTS OF TAKING HAVE GALVANIZED FENCE POST WITNESSES SET. (PLAN 86-W)

- PLAN REFERENCES:**
1. PLAN OF TAKING FOR NANTUCKET COUNTY COMMISSIONERS OF NONANTUM AVENUE IN NANTUCKET, MASS. DATED MARCH 28 1974 FILED AS PLAN No. 5-C IN THE NANTUCKET COUNTY REGISTRY OF DEEDS.
 2. 1853 COUNTY LAYOUT DATED AUGUST 8 1853 SCALE: 1" = 200' JOSIAS S. BARRETT, ENG. (NOT TAKEN)
 3. LAND COURT CASE No. 18854A
 4. LAND COURT CASE No. 17745A
 5. PLAN FILE 84K-86-W
 6. PLAN NUMBER 2008-09

2009 10/28/2009 09:09 AM
 Date: 10.08.2009
 Time: 9:08 AM
 Plan BK: PG
 Plan No: 8109-29
 Address: Nantucket
 Sheet 1 of 1
 RESERVED FOR REGISTRY USE ONLY



"I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS."

PHIL J. SANFORD
 No. 3432
 PROFESSIONAL LAND SURVEYOR
 DATE: 10/08/09

NANTUCKET BOARD OF SELECTMEN

- MICHAEL KOPIK, CHAIRMAN
 - BRIAN CHANDLER
 - ALLAN WENHARD
 - PATRICIA RODGVELEN
 - RICK ASHERTON
- DATE: _____

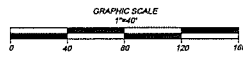
NANTUCKET COUNTY COMMISSIONERS

- _____
 - _____
 - _____
 - _____
 - _____
- Sept. 23, 2009
 DATE: _____ FILE # _____

Plan for Discontinuance
 of a portion of
 Nonantum Avenue
 Prepared For
 The Town of Nantucket
 in
 Nantucket, MA

Scale: 1" = 40' Date: 20 JULY, 2009

Nantucket Surveyors LLC
 5 Windy Way
 Nantucket, Ma. 02554
 (508)-228-0240



Sheet 1 OF 1

NANTUCKET PLANNING BOARD
 ENDORSED UNDER M.G.L.
 CHAPTER 41 SECTION 81 I

- _____
 - _____
 - _____
 - _____
 - _____
- DATE APPROVED: 08.10.09
 DATE SIGNED: 08.10.09
 FILE NO. _____

DWG. NO. 7
 NS 9405

**Acts****2011****CHAPTER 89** AN ACT AUTHORIZING THE CONVEYANCE OF A CERTAIN PARCEL OF LAND BY THE COUNTY OF NANTUCKET. (see [House, No. 568](#)) Approved by the Governor, August 3, 2011

Whereas, The deferred operation of this act would tend to defeat its purpose, which is forthwith to authorize the conveyance of a certain parcel of land by the county of Nantucket, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. The county of Nantucket may convey a parcel of land containing approximately 18,400 square feet to the town of Nantucket. The parcel is a portion of Nonantum avenue acquired by the county in an order of taking dated October 30, 1974 for the laying out of Nonantum avenue and recorded at the Nantucket registry of deeds in Book 147, Page 289. It is shown on a plan entitled "Plan For Discontinuance of a Portion of Nonantum Avenue Prepared for the Town of Nantucket in Nantucket, MA," dated July 20, 2009, prepared by Nantucket Surveyors, LLC, and recorded as Plan No. 2009-39. The parcel is bounded by the easterly sideline of Nonantum avenue; northerly by the southerly lot line of parcel 49 on assessors map 88; the southerly sideline of a portion of former Clifford street and the southerly lot line of parcels 50 and 51 of assessors map 88; the eastern sideline of former Harriet street, formerly known as Prospect street, and southerly by the northerly lot line of parcel 47 of assessors map 88; the northern sideline of a portion of Clifford street between former Nonantum avenue and the Atlantic Ocean and parcel 48 of assessors map 88, owned by the county.

SECTION 2. A majority of the voters at an annual or special town meeting of the town of Nantucket shall approve acceptance of the transfer authorized in section 1, before the effective date of the conveyance.

SECTION 3. Chapter 30B of the General Laws and any rights of first refusal in the commonwealth under section 14 of chapter 34 of the General Laws shall not be applicable to the conveyance authorized by this act.

Approved, August 3, 2011.

READE, GULLICKSEN, HANLEY & GIFFORD, LLP

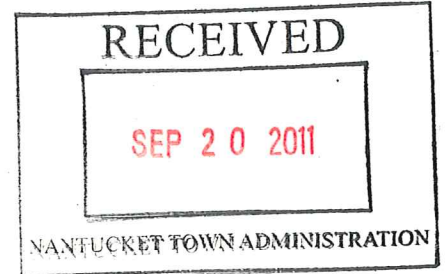
SIX YOUNG'S WAY
NANTUCKET, MASSACHUSETTS 02554
508-228-3128
FAX: 508-228-5630

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

MAILING ADDRESS
POST OFFICE BOX 2669
NANTUCKET, MASS. 02584

STEVEN L. COHEN

September 20, 2011



By Hand
Patricia Roggeveen, Chairman
Nantucket County Commission
16 Broad Street
Nantucket, Massachusetts 02554

Re: Massachusetts Avenue
Septic Easement

Dear Ms Roggeveen:

On behalf of R. Thomas Okonak and James R. Okonak, Trustees, I request that the County Commissioners execute the enclosed septic easement. The Trustees own the house at 23 Massachusetts Avenue as well as the vacant land across the street. The septic system which services the house failed an inspection, because it incorporates a metal tank, which is no longer allowed, and must be replaced.

Because the house lot is so small, there is no way to install a modern system on it, except perhaps on the beach, which would have its own set of problems. The most practical solution is to install a portion of the system on their vacant land across the street, as some of their neighbors have done. This could have been done previously as a matter of right, but in 1996 the County took the road, so now laying the connecting pipes under the roadway requires an easement from the County.

The County will not incur any expense as a result of the easement and the roadway is not paved so installation of the conduits will be relatively simple.

Please place this matter on the agenda of your next meeting on September 28, 2011. Feel free to contact me if you have any questions in the meantime.

Thank you.

Sincerely,

Kenneth A. Gullicksen

KAG/
CC: Paul Okonak, Trustee
Encl.

GRANT OF EASEMENT

The COUNTY OF NANTUCKET, acting by and through its County Commissioners, having an address of 16 Broad Street, Nantucket, Massachusetts 02554 ("Grantor"), being the owner of the land now known as Massachusetts Avenue by virtue of an Order of Layout and Taking recorded with Nantucket Deeds in Book 507, Page 109, and registered with the Nantucket Registry District of the Land Court as Document No. 72383, pursuant to Massachusetts General Laws Chapter 34, Section 14, for consideration paid of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, grants to R. THOMAS OKONAK and JAMES R. OKONAK, Trustees under a Trust Agreement dated April 24, 1987 and registered with the Nantucket Registry District as Document No. 46638 ("Grantees"), and those claiming by, through or under them by instrument of record, as the owners of the land now known and numbered as 20 and 23 Massachusetts Avenue, Nantucket, Massachusetts (Lots 1, 2, 3, 4, 5, 61 and 62 in Block No. 30 on Land Court Plan 2408-Y (collectively, "Lot A") and Lot 1-A on Land Court Plan 2408-1 ("Lot B"), by virtue of Certificate of Title No. 13,978, a non-exclusive easement in that area of Massachusetts Avenue shown on the Exhibit Plan Of Land attached hereto as Exhibit A as "Waste Pipe Easement 7.5' Wide" (the "Easement Area") for the installation, use, repair, replacement, inspection and maintenance of underground wires and conduits for the transmission of electricity and underground sewer pipes (collectively, the "Facilities"), all for the purpose of facilitating use of the septic or other sewage disposal system installed on Lot A to service the single-family residence on Lot B.

The grant of this easement shall be for the sole benefit of Lot B, and shall terminate if (a) a septic or other sewage disposal system is constructed on Lot B, (b) Lot B is used for other than single-family residential purposes, or (c) public sewer is available to serve Lot B.

Grantees acknowledge and agree that the Easement Area is within the layout of Massachusetts Avenue, a traveled, public way, and that the rights of Grantees hereunder are subject to rights of the public to travel over the same by foot and motor vehicles. Grantees shall not interfere with the use of the Easement Area by Grantor and members of the public. In no event shall Grantees close the Easement Area to public travel or impair such rights without having obtained Grantor's written consent in writing at least fourteen (14) days prior to performing any such work, not to be unreasonably withheld. Grantees shall, at Grantor's request, install temporary fencing around the Easement Area or take other reasonable measures during any construction or disturbance of the Easement Area to ensure the safety of Grantor's personnel, persons on the Easement Area, persons driving on Massachusetts Avenue and the general public, all at Grantees' sole cost and expense. Grantee shall use diligent and good faith efforts to minimize interference with Grantor's and the public's use of the Easement Area.

Grantor reserves the right to use the Easement Area for any and all purposes, and to allow the Town of Nantucket to use the Easement Area for any and all purposes, including without limitation the installation of public utilities, provided that such use does not interfere materially with Grantees' use of the Easement Area for the purposes set forth herein, other than temporarily during construction of such underground utilities. Grantees shall not damage any utilities or other improvements now or hereinafter installed on or under the Easement Area by Grantor or the Town of Nantucket or their permittees or assignees. Grantees shall maintain the Facilities in good order and condition. Any damage caused by Grantees or their agents, employees, representatives, contractors or invitees (collectively, with Grantees, the "Grantee Parties") or the Facilities shall be repaired promptly by Grantees at their sole cost and expense.

Grantees, by the acceptance of this easement agreement, agree that upon request of Grantor, they shall relocate the Facilities to a new easement area at their expense if requested by the Grantor, provided that such relocated easement area is reasonably suitable for the intended purpose of this easement. Grantees agree to prepare a plan showing the relocated easement area.

Grantor makes no representation, either express or implied, with respect to the condition of the Easement Area. Grantees agree that they shall accept the Easement Area in its "AS IS"

condition and shall use the Easement Area at their own risk. Grantees hereby release Grantor, its officers, employees, contractors and agents, from any responsibility for the Grantees' losses or damages related to the condition or use of the Easement Area, except if caused by the gross negligence or willful misconduct of Grantor its agents, employees or contractors, and Grantees agree and covenants that they will not assert or bring, nor cause any third-party to assert or bring, any claim, demand, lawsuit or cause of action against Grantor, including, without limitation, claims for property damages, personal injury damages and any other damages relating to, or arising from, Grantees' activities on or about the Easement Area. Grantees acknowledge and agree that Grantor shall have no obligation to maintain the Easement Area for the benefit of the Grantee.

Grantees agree to indemnify, defend, and hold Grantor harmless from and against all debts, demands, actions, causes of actions, suits, dues, sum and sums of money, damages, liabilities and any and all claims, demands and liabilities whatsoever of every name and nature, both in law and equity, arising out of or relating to: (a) the discharge, release or threatened release at or from the Easement Area of oil or hazardous material as defined under federal, state or local law which is caused by any of the Grantee Parties, (b) any failure on the part of Grantees to comply with any provision or term required to be performed or complied with by Grantees under this Grant of Easement, and (c) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of any of the Grantee Parties in connection with or related in any way to this easement, except to the extent that such death, injury or damage is caused by the gross negligence or willful misconduct of Grantor. The provisions hereof shall survive the expiration or termination of this Grant of Easements.

The parties agree that upon any disruption of the surface of said Massachusetts Avenue in the exercise of this easement, Grantees shall restore said road to its prior condition as expeditiously as reasonably practicable, and at their own expense.

If Grantees fail to comply with the terms hereof, Grantor shall have the right, but not the obligation, to make such repairs itself and charge the reasonable cost of the same to Grantees. Grantees shall reimburse Grantor within thirty (30) days from receiving an invoice for the same from Grantor, failing which

Grantor shall have the right to file a lien against Lot A and/or Lot B with the Nantucket Registry District of the Land Court.

All requirements set forth herein are independent of any permits, licenses or other approvals that are applicable to the Easement Area, and/or Grantees' use thereof. Grantee shall observe and obey directives of Grantor, as well as all applicable laws, bylaws, regulations and permitting or licensing requirements.

[Signature page follows]

Executed and sealed this 28th day of September, 2011.

County of Nantucket,
By its County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this _____ day of September, 2011, before me, the undersigned notary public, personally appeared Patricia Roggeveen, Rick Atherton, Whiting Willauer, Michael Kopko and Robert DeCosta, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed voluntarily for its stated purpose as County Commissioners of the County of Nantucket.

Notary Public
Printed Name:
My Commission Expires:

CURRENT ZONING CLASSIFICATION:
Residential 20 (R-20)

MINIMUM LOT SIZE: 20,000 S.F.
MINIMUM FRONTAGE: 75 FT.
FRONT YARD SETBACK: 30 FT.
REAR/SIDE SETBACK: 10 FT.
GROUND COVER % : 12.5%

MADAKET HARBOR
EXIST. WATERLINE 04/12/11 AT 3:30 P.M.

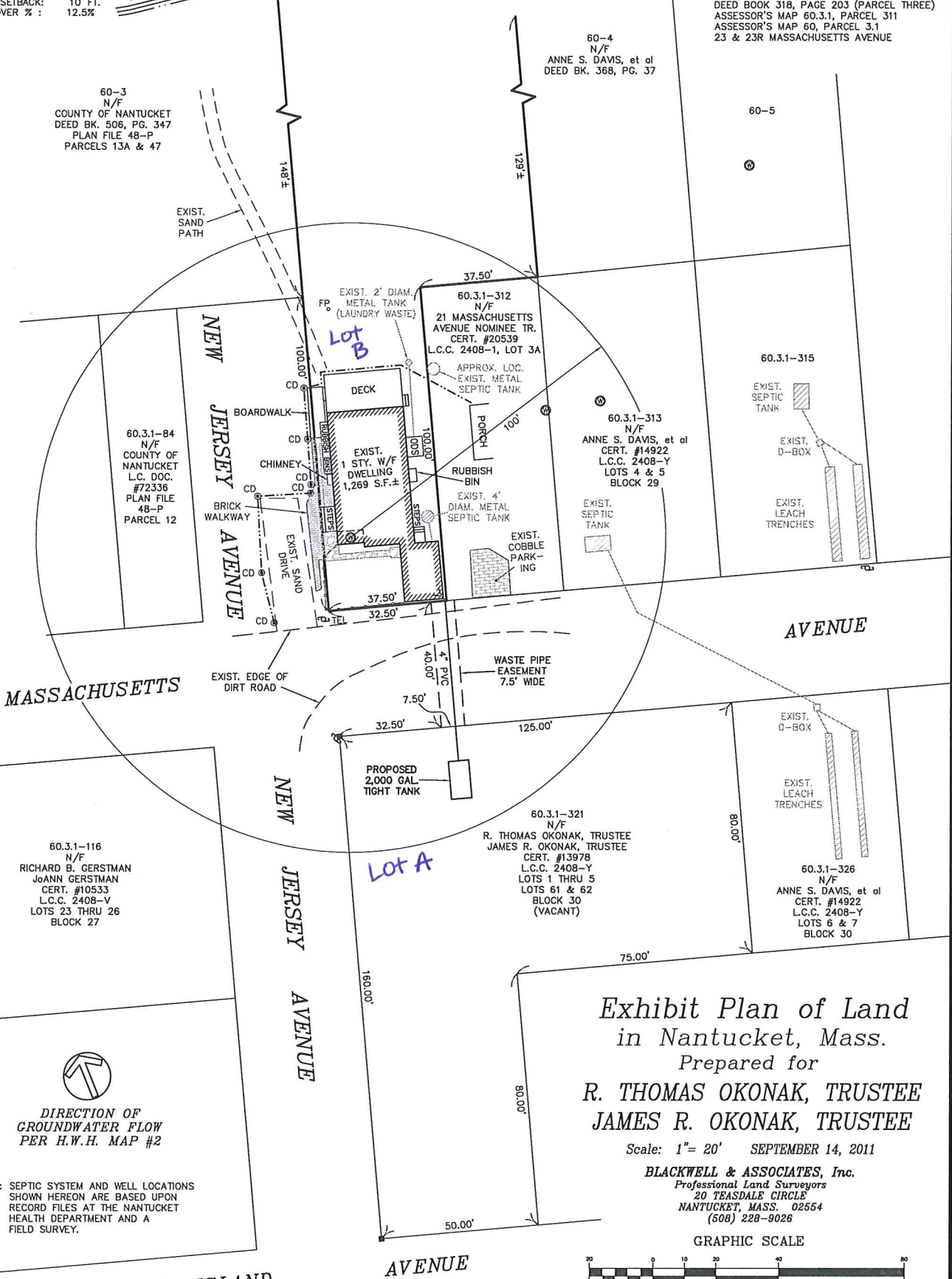
OWNER INFORMATION

R. THOMAS OKONAK, TRUSTEE
JAMES R. OKONAK, TRUSTEE
CERT. OF TITLE #13978
L.C.C. 2408-1, LOT 1A
DEED BOOK 318, PAGE 203 (PARCEL THREE)
ASSESSOR'S MAP 60.3.1, PARCEL 311
ASSESSOR'S MAP 60, PARCEL 3.1
23 & 23R MASSACHUSETTS AVENUE

60-3
N/F
COUNTY OF NANTUCKET
DEED BK. 506, PG. 347
PLAN FILE 48-P
PARCELS 13A & 47

60-4
N/F
ANNE S. DAVIS, et al
DEED BK. 368, PG. 37

60-5



MASSACHUSETTS

AVENUE

NEW JERSEY AVENUE

Lot A

Lot B

60.3.1-116
N/F
RICHARD B. GERSTMAN
JoANN GERSTMAN
CERT. #10533
L.C.C. 2408-V
LOTS 23 THRU 26
BLOCK 27

60.3.1-321
N/F
R. THOMAS OKONAK, TRUSTEE
JAMES R. OKONAK, TRUSTEE
CERT. #13978
L.C.C. 2408-Y
LOTS 1 THRU 5
BLOCK 30
(VACANT)

60.3.1-326
N/F
ANNE S. DAVIS, et al
CERT. #14922
L.C.C. 2408-Y
LOTS 6 & 7
BLOCK 30


DIRECTION OF
GROUNDWATER FLOW
PER H.W.H. MAP #2

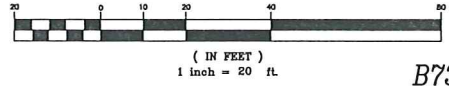
NOTE: SEPTIC SYSTEM AND WELL LOCATIONS
SHOWN HEREON ARE BASED UPON
RECORD FILES AT THE NANTUCKET
HEALTH DEPARTMENT AND A
FIELD SURVEY.

*Exhibit Plan of Land
in Nantucket, Mass.
Prepared for
R. THOMAS OKONAK, TRUSTEE
JAMES R. OKONAK, TRUSTEE*

Scale: 1" = 20' SEPTEMBER 14, 2011

BLACKWELL & ASSOCIATES, Inc.
Professional Land Surveyors
20 TEASDALE CIRCLE
NANTUCKET, MASS. 02554
(508) 228-9026

GRAPHIC SCALE



RHODE ISLAND

AVENUE