

Town and County of Nantucket
Select Board • County Commissioners

Dawn E. Hill Holdgate, Chair
Jason Bridges
Matt Fee
Kristie L. Ferrantella
Rita Higgins



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
SELECT BOARD
FEBRUARY 19, 2020 - 6:00 PM
PUBLIC SAFETY FACILITY COMMUNITY ROOM
4 FAIRGROUNDS ROAD
NANTUCKET, MASSACHUSETTS**

I. CALL TO ORDER

II. SELECT BOARD ACCEPTANCE OF AGENDA

III. ANNOUNCEMENTS

1. The Select Board Meeting is Being Audio/Video Recorded.
2. NRTA: Seniors Ride the WAVE Free Every Wednesday in February.
3. No Select Board Meeting on Wednesday, February 26, 2020 (School Vacation Week).

IV. PUBLIC COMMENT*

V. NEW BUSINESS*

VI. APPROVAL OF WARRANTS AND PENDING CONTRACTS

1. Approval of Treasury Warrants for February 19, 2020.
2. Approval of Pending Contracts for February 19, 2020 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

VII. CITIZEN/DEPARTMENTAL REQUESTS

1. Affordable Housing Trust: Request for Authorization to Fund Habitat for Humanity Nantucket for Acquisition of Duplex Lot within Richmond Sandpiper I Development off Old South Road.

VIII. REAL ESTATE ITEMS

1. Request for Approval and Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as

Parcel 33, Central Street, Unnamed Parcel and Elm Street as Shown on Plan of Land Entitled "Plan of Land Taking and Articles 94 and 95, 2009 ATM in Nantucket, Massachusetts," Dated November 7, 2016, Prepared by Nantucket Surveyors, LLC and Recorded with Nantucket County Registry of Deeds as Plan No. 2016-113, Pursuant to Vote on Article 95 of 2009 Annual Town Meeting (Tabled from January 29, 2020).

2. Request for Approval and Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel 1, Central Street, Unnamed Way and Myrtle Street as Shown on Plan of Land Entitled "Taking and Disposition Plan of Land in Nantucket, MA Prepared for P. Rhoads Zimmerman & Low Beach, LLC," Dated November 3, 2014, Prepared by Blackwell & Associates, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2014-101, Pursuant to Vote on Article 95 of 2009 Annual Town Meeting.
3. Request for Approval and Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel 2, Myrtle Street, Unnamed Way and Holly Street as Shown on Plan of Land Entitled "Taking and Disposition Plan of Land in Nantucket, MA Prepared for P. Rhoads Zimmerman & Low Beach, LLC," Dated November 3, 2014, Prepared by Blackwell & Associates, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2014-101, Pursuant to Vote on Article 95 of 2009 Annual Town Meeting.
4. Request for Approval and Execution of Amendment of Restriction to Allow for "81-L" Subdivision of 10 Easy Street.

IX. PUBLIC HEARINGS

1. Public Hearing to Consider Utility Petition from National Grid/Nantucket Electric Company for Plan #29223937 to Install 40' of 2-3" Conduit Encased in Concrete off Existing Junction Box #11-4A into Property at 22 Boulevard to Supply Electrical Service.
2. Public Hearing to Consider Utility Petition from National Grid/Nantucket Electric Company for Plan #28784785 to Install New Handhole (hh2-1) and 85' of 2-3" Conduit Encased in Concrete to Supply Electric Service to 24 and 26 Trotters Lane.
3. Public Hearing to Consider Utility Petition from National Grid/Nantucket Electric Company for Plan #28998102 to Install Transformer Boxpad, New Handhole (hh3-1) and 210' of 2-3" Conduit Encased in Concrete to Remove Two Electric Poles and Supply Service to 17 Sherburne Turnpike.
4. Public Hearing to Consider Application for New Annual All-Alcoholic Beverages General On-Premises License for Nantucket Historical Association, James P. Russell, Manager, for Premises Located at 15 Broad Street.

X. TOWN MANAGER'S REPORT

1. Traffic Safety Work Group Recommendations:
 - a) Designate Portion of Miacomet Road between Surfside Road and Otokomi Road as No Parking Either Side (Currently No Parking on South Side of Miacomet Road).
 - b) Install No Parking Yellow Lines in Front of Archway and Unit 5A of Brant Point Courtyard Located at 15 Swain Street.
 - c) Designate Section of Centre Street from India Street to Hussey Street as One-Way Northwest Bound (Proposed Two-Way Section would be between Broad Street and Hussey Street.)
 - d) Change Newly Approved Loading Zone End Time on Broad Street in front of Brotherhood from 4:00 PM to 12:00 PM; Reverse Board's July 10, 2019 Decision to Eliminate Existing Loading Zone on Broad Street at Centre Street.
2. Monthly Town Management Activities Report.

XI. SELECT BOARD'S REPORTS/COMMENT II

1. Review/Approval of Cable Television License Agreement with Comcast.
2. Committee Reports.

XII. ADJOURNMENT

**Identified on Agenda Protocol Sheet*

Select Board Agenda Protocol:

- **Roberts Rules:** *The Select Board 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 Select Board. 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 Board Members may have questions on the clarity of information presented. The Board will hear any staff input and then deliberate on a course of action.*
- **Select Board Report and Comment:** *Individual Board Members may have matters to bring to the attention of the Board. If the matter contemplates action by the Board, Board Members 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 Select Board Comment.*

EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD
February 19, 2020
*****AMENDED FEBRUARY 16, 2020*****

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding	Term
Professional Service Agreement	Fire	Cummins Northeast, LLC.	\$27,000	Contract for repair of Engine 1 diesel motor	Fire Dept. Budget	February 19, 2020 - June 30, 2020
Purchase Agreement	Police	Atlantic Signal, Inc.	\$21,541	Contract for purchase of police tactical equipment, including communications headsets, radio interface & helmets	Police Drug Investigation Fund	February 19, 2020 - June 30, 2020
Professional Service Agreement	DPW	Billy Sherry	\$15,000	Contract for construction of "Moby" recycling project/NRTA bus stop at Surfside Beach	Ozone Surf Classic Donation	February 19, 2020 - June 30, 2020
Purchase Agreement	DPW	CN Wood Co., Inc.	\$105,681	Contract for purchase of leaf/vacuum truck	A10/2017 ATM	February 29, 2020 - June 30, 2020
Training Agreement	Town Admin/ Police Dept.	Jack W. Moran	\$3,000 plus employee compensation and expenses	Agreement to sponsor employee to attend Police Academy; to be reimbursed by employee after appointment as full-time police officer	Police Dept. Budget	3 Years
Purchase Agreement	Police Dept.	Kelley & Ryan Associates, Inc.	\$3.50 per Ticket (Estimated: \$35,000 annually, \$108,000 3-years)	Contract for Ticket Writing Services and Data Processing Services	FY 2020 Town Admin Budget	February 19, 2020 - February 18, 2023

Parking Management System – RFP Price Proposal Comparison

Vender: Kelly & Ryan Associates, Inc.
3 Rosenfeld Drive
Hopedale, MA 01747
1-800-491-9788

SERVICES PROVIDED:

- Ticket Writing Equipment Services to include;
 - Six (6) Motorola based 4G LTE cell phones with associated equipment such as chargers, screen protectors, armor cases, etc. to be used to chalk, monitor and cite offender vehicles.
 - Six (6) Zebra Bluetooth Thermal Printers with associated equipment such as environmentally protective case, batteries and chargers to print violations notices on the spot.

- Data Processing Services to include;
 - Ticket issue and data entry services to include:
 - Real time access to permitting/scofflaw databases via handheld enforcement units.
 - Ability to take and store photos tied to a violation.
 - Chalking services that integrate between all enforcement units on-duty.
 - Data Management and Processing to include:
 - Collection processing utilizing the K2 next generation collection system.
 - Access to customizable report generation system.
 - Interface with the MA Registry of Motor Vehicles for vehicle look-ups and inquires to include marked records and cleared records.
 - Future Integration capability pay station equipment and pay by phone app.
 - Vender will manually enter handwritten citations into K2 collection system.
 - Automated posting of late penalties and fees occurs on a nightly basis.
 - Vender will provide all pre-printed delinquency notices and envelopes.
 - Vender will print and mail delinquency notices after 21 days from the issuance date of the tickets for those tickets that remain outstanding.
 - Vender will provide a robust reporting platform to include audit reports, payment, outstanding, officer performance, by violation, location and tow and hold.
 - K2 software allows for the scheduling of hearings to handle disputes of parking tickets deemed to have been written in error.
 - Vender will import all Nantucket parking tickets files into the K2 collection system.

- Collection of parking Tickets to include;
 - Vender to provide a lockbox for motorists to mail their payments directly to Kelly & Ryan.
 - Vender will provide a web-site with the ability to accept on-line payments and resolve unpaid tickets including those that are marked at the Registry of Motor Vehicles.
 - Vender will provide direct telephone service for motorists that have questions or wish to pay their parking fines.
 - Vender will accept payment by Visa, MasterCard, debit or credit cards as well as accept check payments as a form of payment.
 - Vender has 14 offices and KIOSK sites statewide where motorists can make payments for outstanding fines.

BID PRICE FOR ABOVE SERVICES:

- \$3.50 for each ticket entered into the database (estimate about 10,000 tickets annually)
- No additional charges for mailings, postings or equipment.
- Audited Financials provided upon request.

TOTAL ESTIMATED COST \$35,000 annually/\$108,000 Three Year Costs

Vender: Integrated Technical Systems, Inc. (ITS)
40 Medway Road
Milford, MA 01757
1-203-314-7338

SERVICES PROVIDED:

Ticket Writing Equipment:

- Town pays for (5) Hand-held Citation Writers (N5 devices) w/printers to include hand-held peripherals (e.g. batteries, charger cradles, screen protectors) at \$2,900.00 per unit for three years.
- Town pays for cell phone data plans per the Town contract with Verizon Wireless at \$50.00 per month per unit.
- Town pays for Citation Paper Stock – 45’ roll, 50 rolls per case at \$9.00 per roll, \$450.00 per case.
- Town pays for citation envelopes for citations at \$.35 per envelope.
- Town pays for hand-held maintenance (repair, replacement) plan for 3 years at \$965.00 per unit.

Software Provided:

- Town pays for (5) citation management software licenses at \$95.00 per license.
- Town pays for Installation of hand-held citation management software at \$95.00 per unit.
- Town pays for access to permit management software at \$2,600.00 for three years.

Back Office Services:

- Town pays a per Citation issuance fee of \$1.75
- Town pays a fee for preparation and mailing of delinquent violation notices (w/postage) of \$.90 per notice.
 - Town pays for postage per notice at cost.
 - Town pays additional for DMV lookups per notice at cost.
- \$1.25 fee per transaction for receipt, processing, and deposit of all mail-in payments. Unclear who pays this fee.
- Vender pays for processing of Mass RMV marks and releases.
- Motorists pay a per transaction fee of \$3.50 for secure on-line citation payments.
- Motorists pay a per transaction fee of \$3.50 for Secure parking permit management and payment system.
- Town pays a one-time fee of \$3,200 for access to the secure on-line appeal system.
- Town pays a one-time fee of \$7,500 for access to the waitlist portal.

Training and Support Services:

- Vender provides annual training, ongoing telephone support, annual reviews at no additional cost.
- Vender provides On-line technical support for customers re: on-line services at no additional cost.

Transition Expenses:

- Town pays a one-time fee of \$3,500 for retrieval and conversion of parking violation data files.
- Town pays a one-time fee of \$4,700 for installation of citation processing and permit management systems.
- Vender pays for travel expenses for system(s) installation and on-site training.

BID PRICE FOR ABOVE SERVICES:

	Unit Price	Total 3 Year Cost
HARDWARE EXPENSES		
• (5) Hand-held citation writers	\$2,900.00	\$14,500.00
• Hand-held peripherals	\$ 375.00	\$ 1,875.00
• Citation Paper Stock	\$ 450.00	\$ 1,050.00 (estimated)
• Envelopes	\$.35	\$ 3,500.00 (estimated)
• Hand-held maintenance plan	\$ 965.00	\$ 4,825.00
• Verizon Wireless Data Plans	\$50.00 month	\$ 9,000.00
TOTAL UNIT PRICE and ESTIMATED 3 YEAR COST:	\$4,690.35	\$34,730.00 (estimated)
SOFTWARE EXPENSES		
• Citation Management Software	\$ 95.00	\$ 475.00
• Installation of Citation Management Software	\$ 95.00	\$ 475.00
• Permit Management Software Access	\$?	\$ 2,600.00 (?)
TOTAL UNIT PRICE AND ESTIMATED 3 YEAR COST:	\$ 190.00	\$ 3,550.00
BACK OFFICE SERVICES		
• Issuance per citation	\$ 1.75	\$17,500.00
• Mailing of delinquent violation notices	\$.90	\$ 4,500.00 (Estimated)
• Receipt/Deposit of mail-in payments	\$ 1.25	\$ 6,250.00 (Estimated)
• On-line payment services	\$ 3.50	\$17,500.00 (Estimated)
• On-line permit services	\$ 3.50	\$17,500.00 (Estimated)
• On-line appeal system		\$ 3,200.00
• On-line waitlist portal access		\$ 7,500.00
TOTAL UNIT PRICE AND ESTIMATED 3 YEAR COST:	\$	\$73,950.00 (includes est. costs)

TRANSITION EXPENSES

• Conversion of existing citation files	\$ 3,500.00
• Installation of citation and permit management systems	\$ 4,700.00
TOTAL UNIT PRICE AND ESTIMATED 3 YEAR COST: \$	\$ 8,200.00

TOTAL PROJECT COSTS: \$120,430.00 (THREE YEARS)

NOTE: Review Committee was unable to determine the actual annual cost due to the manner in which the bid was made. Not included are unknown costs such as postage and DMV look-ups which the Town must pay for at cost. Review committee had no way of calculating such costs without any information on how many of each will be involved.

ITS only bid five (5) hand-held enforcement units, the Town requested six (6) as was bid by Kelly & Ryan.

The Review Committee recommends the following:

1. Only accept those portions of the bid that pertain to Parking Enforcement Hand-held enforcement devices, associated equipment and software packages at this time.
2. Recommend Kelly & Ryan be offered the contract for the enforcement equipment.
3. Rebid the parking kiosks and paid parking app when a decision is made to proceed with paid parking.
4. Rebid the e-permitting software portions due to inconsistent bid information provided by these two bidders.



Seniors Ride **FREE** Every Wednesday in February!!

Ride The WAVE to appointments, shopping, dinner with friends and more!

Customers 65 or older ride for half fare with valid ID.

Mid Island Loop
Miacomet Loop
Sconset via Old South Road Route

Weekdays

7:00 am - 9:00 pm

Weekends

7:00 am - 7:00 pm

For real-time bus locations, download the "Where's My Bus" app at nrtatransloc.com

For more information, pick up a copy of the Rider's Guide or visit our website: www.nrtawave.com





Agenda Item Summary

Agenda Item #	VII. 1.
Date	2/19/2020

Staff

Tucker Holland, Municipal Housing Director

Subject

Request from the Affordable Housing Trust for Authority to Fund Habitat for Humanity for Purposes of the Acquisition of a Duplex Lot within Richmond's Sandpiper I Development off of Old South Road

Executive Summary

It is anticipated at its February 18, 2020 regular meeting that the Affordable Housing Trust will vote affirmatively to request authorization from the Select Board to fund Habitat for Humanity for the purposes of acquiring a duplex lot within Richmond's Sandpiper I development (31 Beach Grass Road). Habitat develops ownership home opportunities for folks earning 90% or less of Area Median Income. Purchase price is up to \$390,000. Funds would come from previously approved CPC funding.

Staff Recommendation

Approve the request.

Background/Discussion

As the Board is familiar with, Habitat has been working diligently to modify its program to conform with Department of Housing and Community Development requirements which would allow their units going forward to count on the Town's Subsidized Housing Inventory. As the Board is also aware, Habitat has two families already in their queue for whom homes need to be provided before subsequent units can count on the SHI list. Habitat has been requesting land at Waitt Drive, which is not available due to several factors. Purchasing this duplex lot at 31 Beach Grass Road would allow Habitat to get going without further delay on building year-round residences for these two families and clear the way for all homes after these to count on the SHI list.

Impact: Environmental Fiscal Community Other

Strategic goal of creating SHI-eligible housing that serves year-round families.

Board/Commission Recommendation

N/A

Public Outreach

N/A

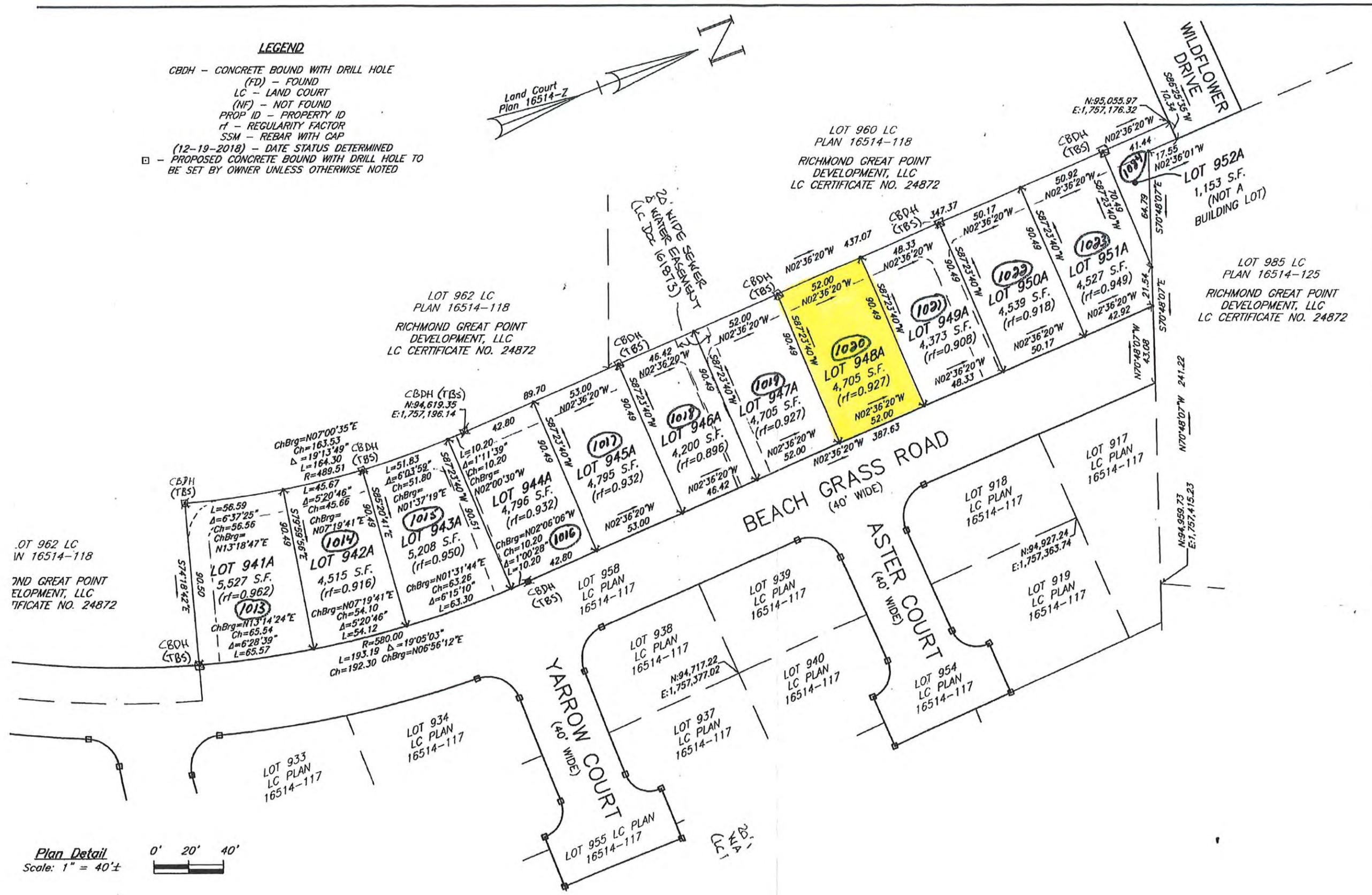
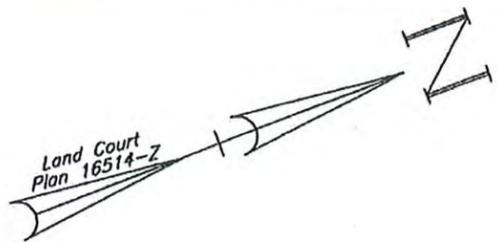
Attachments

1. Plot Plan depicting 31 Beach Grass Road



LEGEND

- CBDH - CONCRETE BOUND WITH DRILL HOLE
- (FD) - FOUND
- LC - LAND COURT
- (NF) - NOT FOUND
- PROP ID - PROPERTY ID
- rf - REGULARITY FACTOR
- SSM - REBAR WITH CAP
- (12-19-2018) - DATE STATUS DETERMINED
- ☐ - PROPOSED CONCRETE BOUND WITH DRILL HOLE TO BE SET BY OWNER UNLESS OTHERWISE NOTED



Plan Detail
Scale: 1" = 40'±





Agenda Item Summary

Agenda Item #	VIII. 1.
Date	2/19/2020

Staff

Ken Beaugrand, Real Estate Specialist
Eleanor Antonietti, Land Use Specialist

Subject

Disposition of a paper street parcel pursuant to most advantageous bid in response to RFP. Parcel 33 surrounds 36 Low Beach Road on 3 sides and was acquired in 2017 by Order of Taking, authorized by passage of Article 94 at 2009 Annual Town Meeting as part of the "Yard Sale" program.

Executive Summary

A Request for Proposal was required as the \$3/SF value of this 19,666 SF Sconset land exceeds the \$35,000 threshold of MGL 30B. The disposition was authorized by Article 95 at the 2009 ATM. Peter & Natalia O'Brien, the owners of the only abutting property, were the sole bidders. The minimum required bid was \$58,998. Their bid at \$60,272.06, including all fees, has been accepted. The merger of the parcel with 36 LBR will increase the pre-existing nonconforming lot size of the property from 51,907 SF to 71,573 SF in the LUG-3 zone where minimum lot size is 120,000 SF.

Staff Recommendation

This matter has been reviewed by REAC twice and at its meeting on February 6, 2020 REAC reviewed Town Counsel's opinion in this matter and then voted four in Favor one abstaining to proceed with the disposition as per the RFP. Recommendation is to proceed to the disposition.

Background/Discussion

Some background is appropriate. The land in question was previously owned by the applicants to the RFP. When the Town acted on this matter with the 2017 Order of Taking, they met with the applicants and agreed to acquire the property at no cost with the intention to then dispose of the property to the applicants as per the RFP process. The purpose for this was to provide clear title to the land by removing the paper roads. While this transaction adds the amount of land discussed above the applicants previously owned the land prior to the taking so the total amount of land held from before this transaction started to now remains the same.

Impact: Environmental Fiscal Community Other

Provides compensation for the purchase as well as an addition to the tax roll.

Board/Commission Recommendation

n/a

Public Outreach

Request for Proposal was published in the Inquirer and Mirror & the Central Register, posted on the Procurement webpage, and sent by certified mail to the Abutters.



Connection to Existing Applicable Plan (i.e. Strategic Plan, Master Plan, etc.)

Conforms with the Yard Sale program’s intent to convey non-performing land assets, which have been off the tax rolls, to eligible residential abutters, providing potential for building or landscape improvements and in some instances curing or attenuating dimensional nonconformities (lot size, ground cover, setback intrusions).

Attachments

Quitclaim Deed, survey plan, Town Counsel opinion



QUITCLAIM DEED

**Parcel 33, Central Street, Unnamed Parcel and Elm Street,
Nantucket, Massachusetts**

The **Town of Nantucket**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Select Board (the “Grantor”), in consideration of Fifty-Nine Thousand and 00/100 Dollars (\$59,000.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 95 voted upon at the 2009 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Peter L. O’Brien and Natalia V. O’ Brien**, husband and wife as tenants by the entirety, of 188 Brookline Avenue, Apt. 26J, Boston, Massachusetts 02215 (the “Grantee”), with QUITCLAIM COVENANTS, a certain parcel of land shown as Parcel 33, Central Street, Unnamed Parcel and Elm Street, containing 19,666± square feet, in Nantucket, Massachusetts shown on a plan of land entitled “Plan of Land Taking and Articles 94 and 95, 2009 ATM in Nantucket, Massachusetts,” dated November 7, 2016, prepared by Nantucket Surveyors, LLC, recorded with Nantucket County Registry of Deeds as Plan No. 2016-113. The premises hereby conveyed are a portion of Central Street, an Unnamed Parcel and Elm Street and, is vacant land (the “Parcel”).

The Grantor’s conveyance of this Parcel is based in part on the Grantee’s warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 36 Low Beach Road and shown on Town Assessor’s Map 74 as Parcel 55 previously acquired by Grantee pursuant to Deed recorded with said Deeds in Book 1696, Page 82 (together with the Parcel, the “Combined Premises”), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board and such permission is recorded with said Deeds. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as from time to time amended; prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee’s existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Select Board and recorded with said Deeds.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

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

For Grantor's title, see Order of Taking dated February 22, 2017 recorded with said Deeds in Book 1580, Page 208.

[Remainder of Page Intentionally Blank. Signatures Follow on Next Page.]

EXECUTED under seal this _____ day of _____, 2020.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

Dawn E. Hill Holdgate

Rita Higgins

Jason Bridges

Matthew G. Fee

Kristie L. Ferrantella

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared Dawn E. Hill Holdgate, Rita Higgins, Jason Bridges, Matthew G. Fee and Kristie L. Ferrantella as Members of the Select Board of the Town of Nantucket, 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 free and deed of the Select Board of the Town of Nantucket.

Notary Public
My Commission Expires:



FRONT STREET
(PRIVATE WAY)
LOW BEACH ROAD
(PUBLIC-VARIABLE WIDE)
(1975 COUNTY LAYOUT)

REFERENCES:
OWNERS: TEASDALE FAMILY IRREVOCABLE TRUST
TASO DENIS AND IRWIN LEVY, TRUSTEES
DEED REF.: BK. 1352, PG. 14
PLAN REF.: PLAN BOOK 7, PAGE 14
ASSESSORS REF.:
MAP: 74 PARCEL: 55.

ZONING CLASSIFICATION
DISTRICT: LUG-3
MINIMUM LOT SIZE = 120,000 S.F.
MINIMUM FRONTAGE = 200'
FRONT YARD SETBACK = 35'
REAR & SIDE LINE SETBACK = 20'*
MAX. GROUND COVER RATIO = 3%
* 10' LOT OF RECORD

LEGEND:

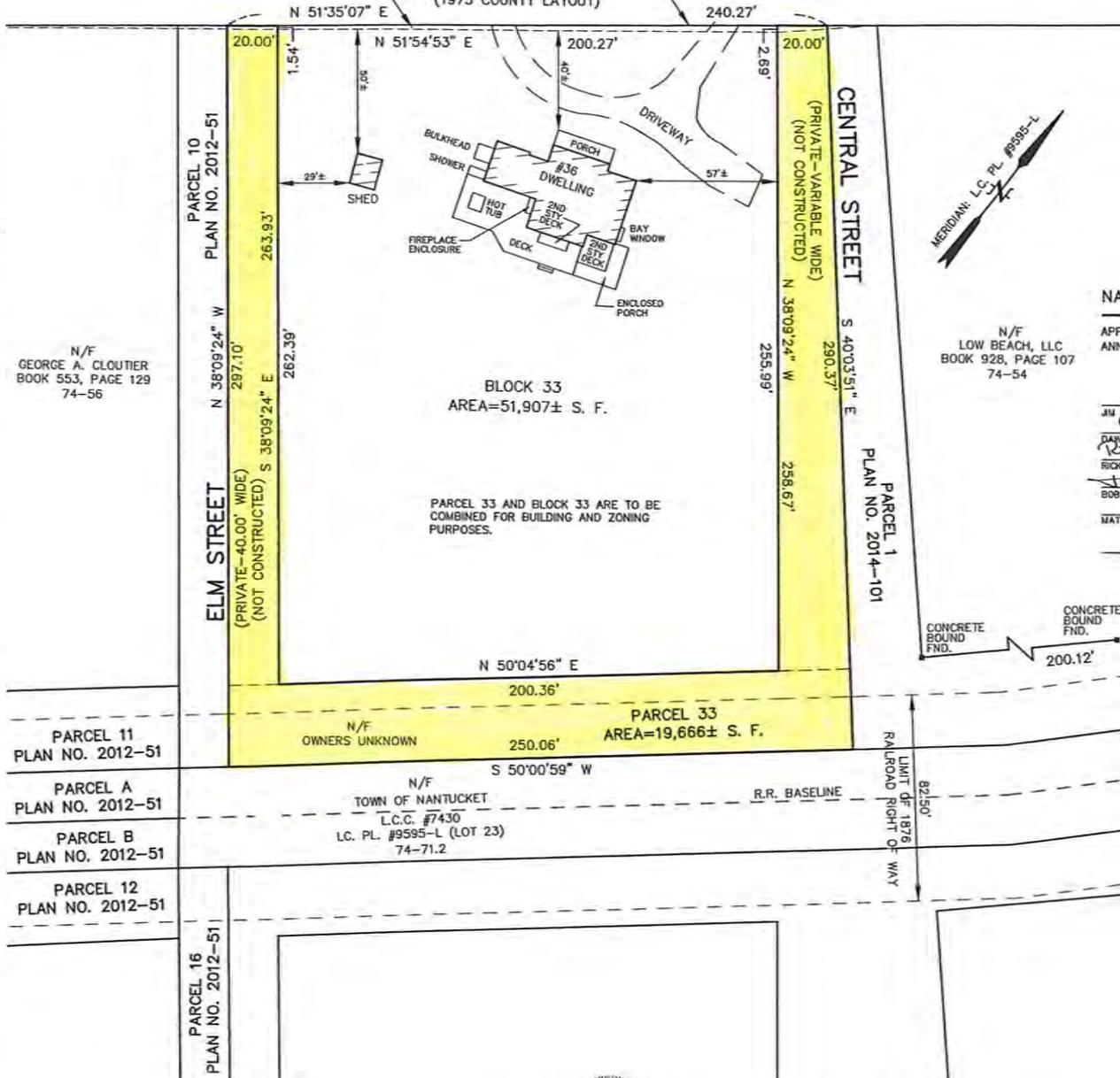
DHCB DRILL HOLE CONCRETE BOUND
FND. FOUND
N/F NOW OR FORMERLY

PLAN OF LAND
TAKING AND DISPOSITION
ARTICLES 94 AND 95, 2009 ATM

IN
NANTUCKET, MASSACHUSETTS
SCALE: 1"=30' DATE: NOVEMBER 7, 2016

PREPARED FOR:
TEASDALE FAMILY IRREVOCABLE TRUST
NANTUCKET SURVEYORS, LLC
5 WINDY WAY
NANTUCKET, MA 02554
(508) 228-0240

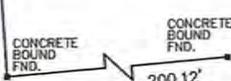
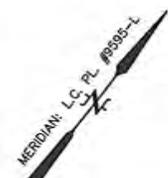
GRAPHIC SCALE
1"=30'



BLOCK 33
AREA=51,907± S. F.

PARCEL 33 AND BLOCK 33 ARE TO BE
COMBINED FOR BUILDING AND ZONING
PURPOSES.

PARCEL 33
AREA=19,666± S. F.



NANTUCKET REGISTRY OF DEEDS
Date December 19, 2016
Time 3:06 pm
Plan BK. _____ PG. _____
Plan No. 2016-113
Attest: Jennifer H. Jurek
Register
Sheet 1 of 1
RESERVED FOR REGISTRY USE ONLY



NANTUCKET BOARD OF SELECTMEN

APPROVED PURSUANT TO ARTICLES 94 & 95
ANNUAL TOWN MEETING, APRIL 14, 2009.
Jim Kelly
JIM KELLY, CHAIRMAN
Ray Dalton
RAY DALTON, VICE-CHAIRMAN
RICK ATHERTON
BOB DECOSTA
MATT FEE
12-14-2016
DATE

PLANNING BOARD ENDORSEMENT DOES
NOT CONSTITUTE A DETERMINATION OF
CONFORMANCE UNDER ZONING.

NANTUCKET PLANNING BOARD
APPROVAL UNDER THE
SUBDIVISION CONTROL LAW
NOT REQUIRED

BARRY SECTOR, CHAIRMAN
Barry Sector
LINDA WILLIAMS, VICE-CHAIRMAN
Linda Williams
NATHANIEL LOMELL
Nathaniel Lomell
JOSEPH WILSON, SECRETARY
Joseph Wilson
JOHN TRUDEL
DATE APPROVED 11-30-16
DATE SIGNED 12-1-16
FILE NO. #8053

* 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.
Paul G. Sest 11/7/16
PROFESSIONAL LAND SURVEYOR DATE



N-9717

From: [Vicki Marsh](#)
To: [Kenneth Beaugrand](#)
Cc: [Andrew Vorce](#); [Eleanor Antonietti](#); [Erika Mooney](#); [Libby Gibson](#); [John Giorgio](#)
Subject: Parcel 33, Low Beach Road
Date: Monday, February 3, 2020 2:21:23 PM

Ken-

You have requested my opinion on the process for the sale of Parcel 33, off Low Beach Road (the "Parcel") after public discussion of this matter at the Select Board meeting on January 29. I understand that at the Select Board meeting at the time of consideration of the approval of the sale of the Parcel and the execution of the Deed, Mr. Rick Atherton requested that the Select Board refer this matter to the REAC Committee for reconsideration and questioned the sale of a portion of the Parcel to the abutting property owner who owns 36 Low Beach Road. The Select Board is authorized to acquire this Parcel by purchase, gift or eminent domain by a vote of Article 94 of the 2009 Annual Town Meeting, and to dispose of this Parcel by a vote of Article 95 of the 2009 Annual Town Meeting. The land in question is shown as Parcel 33, Central Street, Elm Street and an unnamed way bounding Assessors' Map 74, as Parcel 71.2, owned by the Town of Nantucket, and being the former Railroad Bed, shown on a plan of land entitled "Plan of Land, Taking and Disposition, Articles 94 and 95, 2009 ATM in Nantucket, Massachusetts," dated November 7, 2016, recorded with Nantucket County Registry of Deeds as Plan No. 2016-113 (the "Taking Plan"). The Town, acting by and through the Select Board, took the Parcel by eminent domain by Order of Taking dated February 22, 2017, recorded with said Deeds in Book 1580, Page 208. The Parcel is comprised of portions of Central Street, Elm Street and an unnamed way bounded by a parcel shown on Town Assessor's Map 74 as Parcel 71.2.

As authorized by Article 95, the Town recently decided to issue a Request for Proposals for the Parcel as well as Parcels 1 and 2 off Low Beach Road (the "Parcels"), which have also been acquired by the Town by a taking by eminent domain, in order to comply with G.L. c. 30B, Section 16. In response to the Request for Proposals the Town received proposals from the abutting lot owners for each of the Parcels. In the matter of Parcel 33, the abutting property owner proposed to purchase the Parcel for an amount in excess of the Town's requested minimum bid. In preparation for the Select Board's meeting for the approval and execution of the Purchase and Sale Agreement and Deed for the Parcel, this sale was considered by the REAC Committee and they determined that this sale was pursuant to a Request for Proposal and should be forwarded to the Select Board for its approval.

At the Select Board meeting, Mr. Atherton raised the question as to whether the Town should sell the portion of the Parcel, which abuts the former railroad bed. In reviewing the title to the Parcel, I find that the property was in the original Surfside Subdivision and is shown on a plan of land entitled "Sections 1 & 2, Plan of House Lots of Chas. F. Coffin at Low-Beach, Siasconset, Nantucket, Mass.," dated July 23, 1895 recorded with said Deeds in Plan Book 7, Page 14 (the "Surfside Plan"). A portion of the Parcel as described in the Deed to 36 Low Beach Road is bounded by the Nantucket Central Railroad as shown on said Plan (the "Railroad Bed"). This Railroad Bed, which is a railroad right of way 100 feet wide, ran through the subdivision, as shown on the Surfside Plan. A portion of the Railroad Bed was registered by the Land Court and is shown as Lot 23 on Land Court Plan No. 9393-L, and was subsequently acquired by the Town of Nantucket by an Order of Taking filed with the Nantucket Registry District of the Land Court as Document No. 36806 and noted on Certificate of Title No. 20083 (the "Railroad Bed Taking"). Since the width of Lot 23 is only 40 feet wide, there is a remaining strip of land which lies between the Parcel off Low Beach Road and the Railroad Bed, and is shown on the Taking Plan, as being owned by "owners unknown."

In reviewing the Town's Taking, I find that the Taking named Taso Denis and Irwin Levy, Trustee of the Teasdale Family Irrevocable Trust (the "Former Owner") as the owners of the Parcel. Since the Deed to the owner of 36 Low Beach Road describes the boundaries as being by the ways of Central Street and Elm Street, it is my opinion that they own to the middle line of the ways since the Deed does not reveal another intention other than to convey the fee to the midpoint of the private ways opposite its property. G.L. c. 183, s. 58. There is also an argument to be made that since the Deed to 36 Low Beach Road

describes the land as being bounded “by Low Beach Road, shown as Nantucket Central Railroad, on said plan,” that the Owner also owns to the centerline of the former Railroad Bed which was a right of way running through the subdivision. Although the Taking named the Former Owner as the owner of the Parcel, no damages however, were awarded to the former or current property owner and there was no appropriation made in the Article for any award of damages for the Taking. As has been the practice with property taken by eminent domain pursuant to the Nantucket Yard Sale Program the Town has not awarded damages to the property owner for land taken as the property owner will then be offered to acquire the land for monetary consideration or consideration in the form of a One Big Beach Easement or other public access easements. It is my understanding from conversations with Andrew Vorce that this was the intention of these Articles that the land would be taken and disposed of similar to that of the Yard Sale Program. There was no award of damages to the property owners for the Takings of Parcel 33 and Parcels 1 and 2 because these property owners would then be able to respond to a Request for Proposals and acquire the Parcels for consideration. In the event that the Select Board decides to retain this portion of the Parcel abutting the Railroad Bed, they may wish to consider that there have been no claim for damages filed against the Town in response to the Order of Taking and pursuant to G.L. c. 79A. Therefore if the Town decides not to sell this portion of the Parcel then it may be subject to a claim for damages and legal action for the award of damages by the owner of Parcel 33 or by an owner who claims to have owned the property prior to the Taking.

REAC may determine that since the Parcel was sold pursuant to the award of the bid on the Request for Proposals that they will not make any recommendation as to the sale of the portion of Parcel 33 abutting Lot 23. REAC shall then forward this matter to the Select Board for its consideration, to determine if this portion of the Parcel serves any municipal purpose for the Town. The Select Board may also wish to consider that the Request for Proposals was issued for the sale of the Parcel and a proposal was made by for its purchase for an amount of consideration exceeding the minimum bid. If the Select Board determines that they do not wish to retain the portion of the Parcel, they may then dispose of the entire Parcel as authorized by Article 95 of the 2009 Annual Town Meeting similar to those taken for Yard Sale purposes.

The Request for Proposals does provide that the Town may cancel the disposal or sale of the Parcel at any time even after choosing the Successful Proposer, until a purchase and sale agreement between the Town and the Successful Proposer has been signed by all parties and delivered. If the Select Board then decides not to dispose of the portion of the Parcel abutting Lot 23 and disposing of just the remainder of the Parcel then it will need to have a new plan prepared showing the remaining portion of the Parcel to be disposed of, and will require the issuance of a new Request for Proposals. This process will also need to be done for Parcels 1 and 2 off Low Beach Road which were also included in this Request for Proposals.

If you have any questions or if I can be of additional assistance in this matter, please feel free to contact me.

Vicki

Vicki S. Marsh, Esq.

KP | LAW

101 Arch Street, 12th Floor

Boston, MA 02110

O: (617) 556 0007

F: (617) 654 1735

vmarsh@k-plaw.com

www.k-plaw.com

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain



Agenda Item Summary

Agenda Item #	VIII. 2.
Date	2/19/2020

Staff

Ken Beaugrand, Real Estate Specialist
Eleanor Antonietti, Land Use Specialist

Subject

Disposition of a paper street parcel pursuant to most advantageous bid in response to RFP. Parcel 1 surrounds 30 Low Beach Road on 3 sides and was acquired in 2017 by Order of Taking, authorized by passage of Article 94 at 2009 Annual Town Meeting as part of the "Yard Sale" program.

Executive Summary

A Request for Proposal was required as the \$3/SF value of this 19,560 SF Sconset land exceeds the \$35,000 threshold of MGL 30B. The disposition was authorized by Article 95 at the 2009 ATM. Low Beach LLC, a Massachusetts corporation, the owner of the only abutting property, was the sole bidder. The minimum required bid was \$58,680. Their bid at \$59,954.43, including all fees, has been accepted.

Staff Recommendation

This matter has been reviewed by REAC twice and at its meeting on February 6, 2020 REAC reviewed Town Counsel's opinion in this matter and then voted four in Favor one abstaining to proceed with the disposition as per the RFP. Recommendation is to proceed to the disposition.

Background/Discussion

Some background is appropriate. The land in question was previously owned by the applicants to the RFP. When the Town acted on this matter with the 2017 Order of Taking, they met with the applicants and agreed to acquire the property at no cost with the intention to then dispose of the property to the applicants as per the RFP process. The purpose for this was to provide clear title to the land by removing the paper roads. While this transaction adds the amount of land discussed above the applicants previously owned the land prior to the taking so the total amount of land held from before this transaction started to now remains the same.

Impact: Environmental **Fiscal** **Community** **Other**

Provides compensation for the purchase as well as an addition to the tax roll.

Board/Commission Recommendation

n/a

Public Outreach

Request for Proposal was published in the Inquirer and Mirror & the Central Register, posted on the Procurement webpage, and sent by certified mail to the Abutters.



Connection to Existing Applicable Plan (i.e. Strategic Plan, Master Plan, etc.)

Conforms with the Yard Sale program’s intent to convey non-performing land assets, which have been off the tax rolls, to eligible residential abutters, providing potential for building or landscape improvements and in some instances curing or attenuating dimensional nonconformities (lot size, ground cover, setback intrusions).

Attachments

Quitclaim Deed, survey plan, Town Counsel opinion



QUITCLAIM DEED

**Parcel 1, Central Street, Unnamed Way and Myrtle Street,
Nantucket, Massachusetts**

The **Town of Nantucket**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Select Board (the “Grantor”), in consideration of Fifty-Eight Thousand Six Hundred Eighty and 00/100 Dollars (\$58,680.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 95 voted upon at the 2009 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Low Beach, LLC**, a Massachusetts limited liability company, having an address of 1509 Country Club Road, Wilmington, North Carolina 28403 (the “Grantee”), with QUITCLAIM COVENANTS, a certain parcel of land shown as Parcel 1, Central Street, Unnamed Way and Myrtle Street, containing 19,560± square feet, in Nantucket, Massachusetts shown on a plan of land entitled “Taking and Disposition Plan of Land in Nantucket, MA Prepared for P. Rhoads Zimmerman & Low Beach, LLC,” dated November 3, 2014, prepared by Blackwell & Associates, Inc., recorded with Nantucket County Registry of Deeds as Plan No. 2014-101. The premises hereby conveyed are a portion of Central Street, an Unnamed Way and Myrtle Street and, is vacant land (the “Parcel”).

The Grantor’s conveyance of this Parcel is based in part on the Grantee’s warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 30 Low Beach Road and shown on Town Assessor’s Map 74 as Parcel 54 previously acquired by Grantee pursuant to Deed recorded with said Deeds in Book 928, Page 107 (together with the Parcel, the “Combined Premises”), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board and such permission is recorded with said Deeds. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as from time to time amended; prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee’s existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Select Board and recorded with said Deeds.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

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

For Grantor's title, see Order of Taking dated May 27, 2015, recorded with said Deeds in Book 1485, Page 28.

[Remainder of Page Intentionally Blank. Signatures Follow on Next Page.]

EXECUTED under seal this _____ day of _____, 2020.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

Dawn E. Hill Holdgate

Rita Higgins

Jason Bridges

Matthew G. Fee

Kristie L. Ferrantella

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared Dawn E. Hill Holdgate, Rita Higgins, Jason Bridges, Matthew G. Fee and Kristie L. Ferrantella as Members of the Select Board of the Town of Nantucket, 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 free and deed of the Select Board of the Town of Nantucket.

Notary Public
My Commission Expires:



NANTUCKET REGISTRY OF DEEDS
 Date: 12/04/2014
 Time: 9:46 am
 Plan No.: 2014-101
 Registered: *Pamela J. Fenner*
 SHEET 1 OF 1
 RESERVED FOR REGISTRY USE

74-34 N/F LOW BEACH ROAD NOMINEE TRUST DEED BK. 1213, PG. 77 PLAN BK. 19, PG. 11 LOT 55
 74-35 N/F RICHARD C. HALLIAR DEED BK. 1060, PG. 301 PLAN BK. 19, PG. 44 LOT 2
 74-36 N/F MARY E. CLAUS REVOCABLE TRUST DEED BK. 1174, PG. 246 PLAN BK. 19, PG. 44 LOT 1
 74-37.3 N/F FOUR HAWKS, LLC DEED BK. 1213, PG. 5 PLAN FILE 22-C LOT 1
 74-37.4 N/F SHAGONSEY LOW BEACH ROAD REALTY TRUST DEED BK. 1240, PG. 312 PLAN FILE 50-A LOT 13

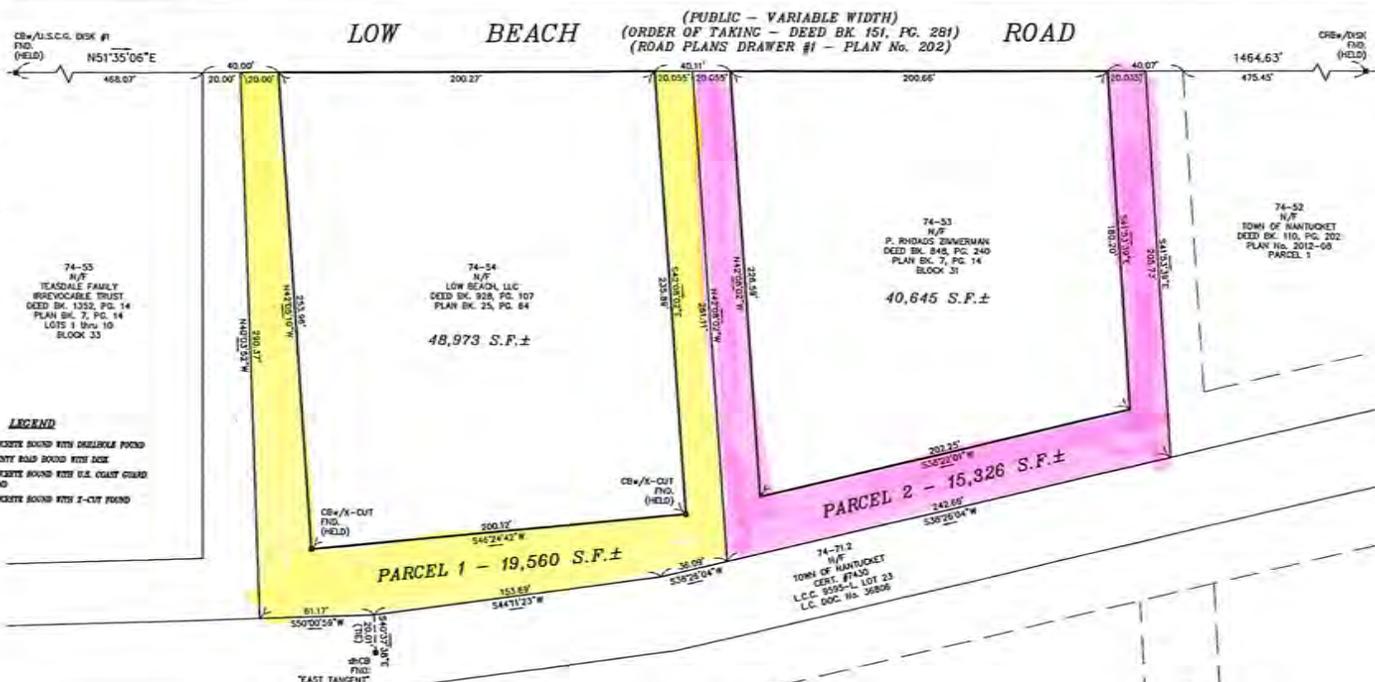
HAWK'S CIRCLE

FRONT (PRIVATE - 40' WIDE) STREET (NOT CONSTRUCTED)



CURRENT ZONING CLASSIFICATION: Limited Use General 3 (LUG-3)
 MINIMUM LOT SIZE: 120,000 S.F.
 MINIMUM FRONTAGE: 200 FT.
 FRONT YARD SETBACK: 35 FT.
 REAR/SIDE SETBACKS: 20 FT.
 GROUND COVER %: 3%

OTHER INFORMATION
 P. RHOADS ZIMMERMAN DEED BK. 848, PG. 240 PLAN BK. 7, PG. 14, BLOCK 31 ASSESSOR'S MAP 74, PARCEL 53 #30 LOW BEACH ROAD
 LOW BEACH, LLC DEED BK. 928, PG. 107 PLAN BK. 25, PG. 84 ASSESSOR'S MAP 74, PARCEL 54 #30 LOW BEACH ROAD



LEGEND
 -CB ■ INDICATES CONCRETE BOUND WITH DETERMINED POINTS
 -CB#/DISK ■ INDICATES COUNTY ROAD BOUND WITH DISK
 -CB#/U.S.C.G. DISK # ■ INDICATES CONCRETE BOUND WITH U.S. COAST GUARD DISK #/ POINT
 -CB#/X-CUT ■ INDICATES CONCRETE BOUND WITH X-CUT POINT



I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.
Jeffrey S. Blackwell
 PROFESSIONAL LAND SURVEYOR
 DATE: 11-3-2014

REFERENCE 2009 ATM ARTICLES 94 & 95
TAKING AND DISPOSITION
 Plan of Land
 in
 Nantucket, MA
 Prepared for
P. RHOADS ZIMMERMAN & LOW BEACH, LLC

Scale: 1" = 30' NOVEMBER 3, 2014
BLACKWELL & ASSOCIATES, Inc.
 Professional Land Surveyors
 23 TEASDALE CIRCLE
 NANTUCKET, MASS. 02554
 (508) 228-9026
 GRAPHIC SCALE
 (IN FEET)
 1 inch = 30 ft.

Nantucket Board of Selectmen
 Being a majority -
Richard...
...
...
 DATE SIGNED: 12/01/2014

Nantucket Planning Board
 APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED
...
...
 DATE SIGNED: 11/10/14 FILE # 6776

From: [Vicki Marsh](#)
To: [Kenneth Beaugrand](#)
Cc: [Andrew Vorce](#); [Eleanor Antonietti](#); [Erika Mooney](#); [Libby Gibson](#); [John Giorgio](#)
Subject: Parcel 33, Low Beach Road
Date: Monday, February 3, 2020 2:21:23 PM

Ken-

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In reviewing the Town's Taking, I find that the Taking named Taso Denis and Irwin Levy, Trustee of the Teasdale Family Irrevocable Trust (the "Former Owner") as the owners of the Parcel. Since the Deed to the owner of 36 Low Beach Road describes the boundaries as being by the ways of Central Street and Elm Street, it is my opinion that they own to the middle line of the ways since the Deed does not reveal another intention other than to convey the fee to the midpoint of the private ways opposite its property. G.L. c. 183, s. 58. There is also an argument to be made that since the Deed to 36 Low Beach Road

describes the land as being bounded “by Low Beach Road, shown as Nantucket Central Railroad, on said plan,” that the Owner also owns to the centerline of the former Railroad Bed which was a right of way running through the subdivision. Although the Taking named the Former Owner as the owner of the Parcel, no damages however, were awarded to the former or current property owner and there was no appropriation made in the Article for any award of damages for the Taking. As has been the practice with property taken by eminent domain pursuant to the Nantucket Yard Sale Program the Town has not awarded damages to the property owner for land taken as the property owner will then be offered to acquire the land for monetary consideration or consideration in the form of a One Big Beach Easement or other public access easements. It is my understanding from conversations with Andrew Vorce that this was the intention of these Articles that the land would be taken and disposed of similar to that of the Yard Sale Program. There was no award of damages to the property owners for the Takings of Parcel 33 and Parcels 1 and 2 because these property owners would then be able to respond to a Request for Proposals and acquire the Parcels for consideration. In the event that the Select Board decides to retain this portion of the Parcel abutting the Railroad Bed, they may wish to consider that there have been no claim for damages filed against the Town in response to the Order of Taking and pursuant to G.L. c. 79A. Therefore if the Town decides not to sell this portion of the Parcel then it may be subject to a claim for damages and legal action for the award of damages by the owner of Parcel 33 or by an owner who claims to have owned the property prior to the Taking.

REAC may determine that since the Parcel was sold pursuant to the award of the bid on the Request for Proposals that they will not make any recommendation as to the sale of the portion of Parcel 33 abutting Lot 23. REAC shall then forward this matter to the Select Board for its consideration, to determine if this portion of the Parcel serves any municipal purpose for the Town. The Select Board may also wish to consider that the Request for Proposals was issued for the sale of the Parcel and a proposal was made by for its purchase for an amount of consideration exceeding the minimum bid. If the Select Board determines that they do not wish to retain the portion of the Parcel, they may then dispose of the entire Parcel as authorized by Article 95 of the 2009 Annual Town Meeting similar to those taken for Yard Sale purposes.

The Request for Proposals does provide that the Town may cancel the disposal or sale of the Parcel at any time even after choosing the Successful Proposer, until a purchase and sale agreement between the Town and the Successful Proposer has been signed by all parties and delivered. If the Select Board then decides not to dispose of the portion of the Parcel abutting Lot 23 and disposing of just the remainder of the Parcel then it will need to have a new plan prepared showing the remaining portion of the Parcel to be disposed of, and will require the issuance of a new Request for Proposals. This process will also need to be done for Parcels 1 and 2 off Low Beach Road which were also included in this Request for Proposals.

If you have any questions or if I can be of additional assistance in this matter, please feel free to contact me.

Vicki

Vicki S. Marsh, Esq.

KP | LAW

101 Arch Street, 12th Floor

Boston, MA 02110

O: (617) 556 0007

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vmarsh@k-plaw.com

www.k-plaw.com

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain



Agenda Item Summary

Agenda Item #	VIII. 3.
Date	2/19/2020

Staff

Ken Beaugrand, Real Estate Specialist
Eleanor Antonietti, Land Use Specialist

Subject

Disposition of a paper street parcel pursuant to most advantageous bid in response to RFP. Parcel 2 surrounds 28 Low Beach Road on 3 sides and was acquired in 2017 by Order of Taking, authorized by passage of Article 94 at 2009 Annual Town Meeting as part of the "Yard Sale" program.

Executive Summary

A Request for Proposal was required as the \$3/SF value of this 15,326 SF Sconset land exceeds the \$35,000 threshold of MGL 30B. The disposition was authorized by Article 95 at the 2009 ATM. P. Rhoads Zimmerman, the owner of the only abutting property, was the sole bidder. The minimum required bid was \$45,978. Their bid at \$47,090.27 including all fees, has been accepted.

Staff Recommendation

This matter has been reviewed by REAC twice and at its meeting on February 6, 2020 REAC reviewed Town Counsel's opinion in this matter and then voted four in Favor one abstaining to proceed with the disposition as per the RFP. Recommendation is to proceed to the disposition.

Background/Discussion

Some background is appropriate. The land in question was previously owned by the applicants to the RFP. When the Town acted on this matter with the 2017 Order of Taking, they met with the applicants and agreed to acquire the property at no cost with the intention to then dispose of the property to the applicants as per the RFP process. The purpose for this was to provide clear title to the land by removing the paper roads. While this transaction adds the amount of land discussed above the applicants previously owned the land prior to the taking so the total amount of land held from before this transaction started to now remains the same.

Impact: Environmental Fiscal Community Other

Provides compensation for the purchase as well as an addition to the tax roll.

Board/Commission Recommendation

n/a

Public Outreach

Request for Proposal was published in the Inquirer and Mirror & the Central Register, posted on the Procurement webpage, and sent by certified mail to the Abutters.



Connection to Existing Applicable Plan (i.e. Strategic Plan, Master Plan, etc.)

Conforms with the Yard Sale program’s intent to convey non-performing land assets, which have been off the tax rolls, to eligible residential abutters, providing potential for building or landscape improvements and in some instances curing or attenuating dimensional nonconformities (lot size, ground cover, setback intrusions).

Attachments

Quitclaim Deed, survey plan, Town Counsel opinion



QUITCLAIM DEED

**Parcel 2, Myrtle Street, Unnamed Way and Holly Street,
Nantucket, Massachusetts**

The **Town of Nantucket**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Select Board (the “Grantor”), in consideration of Forty-Five Thousand Nine Hundred Seventy-Eight and 00/100 Dollars (\$45,978.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 95 voted upon at the 2009 Annual Town Meeting, a certified copy of which is attached hereto, grants to **P. Rhoads Zimmerman**, of 1105 Belle Meade Boulevard, Nashville, Tennessee 37205 (the “Grantee”), with QUITCLAIM COVENANTS, a certain parcel of land shown as Parcel 2, Myrtle Street, Unnamed Way and Holly Street, containing 15,326± square feet, in Nantucket, Massachusetts shown on a plan of land entitled “Taking and Disposition Plan of Land in Nantucket, MA Prepared for P. Rhoads Zimmerman & Low Beach, LLC,” dated November 3, 2014, prepared by Blackwell & Associates, Inc., recorded with Nantucket County Registry of Deeds as Plan No. 2014-101. The premises hereby conveyed are a portion of Myrtle Street, an Unnamed Way and Holly Street and, is vacant land (the “Parcel”).

The Grantor’s conveyance of this Parcel is based in part on the Grantee’s warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 28 Low Beach Road and shown on Town Assessor’s Map 74 as Parcel 53 previously acquired by Grantee pursuant to Deed recorded with said Deeds in Book 848, Page 240 (together with the Parcel, the “Combined Premises”), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board and such permission is recorded with said Deeds. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as from time to time amended; prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee’s existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Select Board and recorded with said Deeds.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

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

For Grantor's title, see Order of Taking dated May 27, 2015, recorded with said Deeds in Book 1485, Page 28.

[Remainder of Page Intentionally Blank. Signatures Follow on Next Page.]

EXECUTED under seal this _____ day of _____, 2020.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

Dawn E. Hill Holdgate

Rita Higgins

Jason Bridges

Matthew G. Fee

Kristie L. Ferrantella

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared Dawn E. Hill Holdgate, Rita Higgins, Jason Bridges, Matthew G. Fee and Kristie L. Ferrantella as Members of the Select Board of the Town of Nantucket, 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 free and deed of the Select Board of the Town of Nantucket.

Notary Public
My Commission Expires:



NANTUCKET REGISTRY OF DEEDS
 Date: 12/04/2014
 Time: 9:46 am
 Plan No.: 2014-101
 Office: *Paula J. Fenner*
 Register
 SHEET 1 OF 1
 RESERVED FOR REGISTRY USE

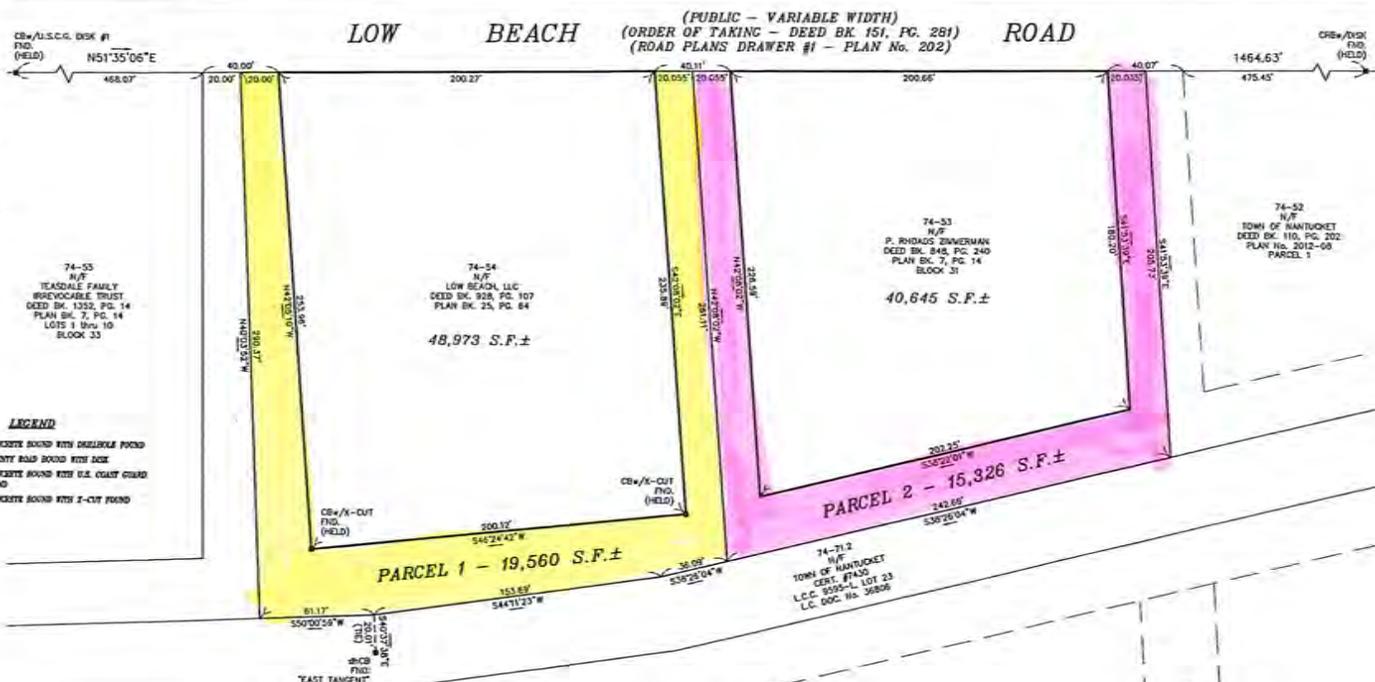
74-34 N/F LOW BEACH ROAD NOMINEE TRUST DEED BK. 1213, PG. 77 PLAN BK. 19, PG. 11 LOT 55
 74-35 N/F RICHARD C. HALLIAR DEED BK. 1060, PG. 301 PLAN BK. 19, PG. 44 LOT 2
 74-36 N/F MARY E. CLAUS REVOCABLE TRUST DEED BK. 1174, PG. 246 PLAN BK. 19, PG. 44 LOT 1
 74-37.3 N/F FOUR HAWKS, LLC DEED BK. 1213, PG. 5 PLAN FILE 22-C LOT 1
 74-37.4 N/F SAGCONSET LOW BEACH ROAD REALTY TRUST DEED BK. 1240, PG. 312 PLAN FILE 50-A LOT 13

HAWK'S CIRCLE

FRONT (PRIVATE - 40' WIDE) STREET (NOT CONSTRUCTED)

CURRENT ZONING CLASSIFICATION: Limited Use General 3 (LUG-3)
 MINIMUM LOT SIZE: 120,000 S.F.
 MINIMUM FRONTAGE: 200 FT.
 FRONT YARD SETBACK: 35 FT.
 REAR/SIDE SETBACKS: 20 FT.
 GROUND COVER %: 3%

OTHER INFORMATION
 P. RHOADS ZIMMERMAN DEED BK. 848, PG. 240 PLAN BK. 7, PG. 14, BLOCK 31 ASSESSOR'S MAP 74, PARCEL 53 #30 LOW BEACH ROAD
 LOW BEACH, LLC DEED BK. 928, PG. 107 PLAN BK. 25, PG. 84 ASSESSOR'S MAP 74, PARCEL 54 #30 LOW BEACH ROAD



LEGEND
 -C-B ■ INDICATES CONCRETE BOUND WITH DETERMINED POINTS
 -C-B/DISK ■ INDICATES COUNTY ROAD BOUND WITH DISK
 -C-B/U.S.C.G. DISK # ■ INDICATES CONCRETE BOUND WITH U.S. COAST GUARD DISK #1 POINT
 -C-B/X-CUT ■ INDICATES CONCRETE BOUND WITH X-CUT POINT



I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.
Jeffrey S. Blackwell
 PROFESSIONAL LAND SURVEYOR
 DATE: 11-3-2014

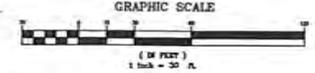
REFERENCE 2009 ATM ARTICLES 94 & 95

TAKING AND DISPOSITION
 Plan of Land

in
 Nantucket, MA
 Prepared for
P. RHOADS ZIMMERMAN & LOW BEACH, LLC

Scale: 1" = 30' NOVEMBER 3, 2014

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



Nantucket Board of Selectmen

Being a majority:
Richard...
 For Selectman, Chairman
...
 Selectman, Vice Chairman
...
 Selectman
...
 Selectman
...
 Selectman
 DATE SIGNED: 12/01/2014

Nantucket Planning Board

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED
...
 Under Planning Board Chairman
...
 Board Member
...
 Board Member
 DATE SIGNED: 11/10/14 FILE # 6776

From: [Vicki Marsh](#)
To: [Kenneth Beaugrand](#)
Cc: [Andrew Vorce](#); [Eleanor Antonietti](#); [Erika Mooney](#); [Libby Gibson](#); [John Giorgio](#)
Subject: Parcel 33, Low Beach Road
Date: Monday, February 3, 2020 2:21:23 PM

Ken-

You have requested my opinion on the process for the sale of Parcel 33, off Low Beach Road (the "Parcel") after public discussion of this matter at the Select Board meeting on January 29. I understand that at the Select Board meeting at the time of consideration of the approval of the sale of the Parcel and the execution of the Deed, Mr. Rick Atherton requested that the Select Board refer this matter to the REAC Committee for reconsideration and questioned the sale of a portion of the Parcel to the abutting property owner who owns 36 Low Beach Road. The Select Board is authorized to acquire this Parcel by purchase, gift or eminent domain by a vote of Article 94 of the 2009 Annual Town Meeting, and to dispose of this Parcel by a vote of Article 95 of the 2009 Annual Town Meeting. The land in question is shown as Parcel 33, Central Street, Elm Street and an unnamed way bounding Assessors' Map 74, as Parcel 71.2, owned by the Town of Nantucket, and being the former Railroad Bed, shown on a plan of land entitled "Plan of Land, Taking and Disposition, Articles 94 and 95, 2009 ATM in Nantucket, Massachusetts," dated November 7, 2016, recorded with Nantucket County Registry of Deeds as Plan No. 2016-113 (the "Taking Plan"). The Town, acting by and through the Select Board, took the Parcel by eminent domain by Order of Taking dated February 22, 2017, recorded with said Deeds in Book 1580, Page 208. The Parcel is comprised of portions of Central Street, Elm Street and an unnamed way bounded by a parcel shown on Town Assessor's Map 74 as Parcel 71.2.

As authorized by Article 95, the Town recently decided to issue a Request for Proposals for the Parcel as well as Parcels 1 and 2 off Low Beach Road (the "Parcels"), which have also been acquired by the Town by a taking by eminent domain, in order to comply with G.L. c. 30B, Section 16. In response to the Request for Proposals the Town received proposals from the abutting lot owners for each of the Parcels. In the matter of Parcel 33, the abutting property owner proposed to purchase the Parcel for an amount in excess of the Town's requested minimum bid. In preparation for the Select Board's meeting for the approval and execution of the Purchase and Sale Agreement and Deed for the Parcel, this sale was considered by the REAC Committee and they determined that this sale was pursuant to a Request for Proposal and should be forwarded to the Select Board for its approval.

At the Select Board meeting, Mr. Atherton raised the question as to whether the Town should sell the portion of the Parcel, which abuts the former railroad bed. In reviewing the title to the Parcel, I find that the property was in the original Surfside Subdivision and is shown on a plan of land entitled "Sections 1 & 2, Plan of House Lots of Chas. F. Coffin at Low-Beach, Siasconset, Nantucket, Mass.," dated July 23, 1895 recorded with said Deeds in Plan Book 7, Page 14 (the "Surfside Plan"). A portion of the Parcel as described in the Deed to 36 Low Beach Road is bounded by the Nantucket Central Railroad as shown on said Plan (the "Railroad Bed"). This Railroad Bed, which is a railroad right of way 100 feet wide, ran through the subdivision, as shown on the Surfside Plan. A portion of the Railroad Bed was registered by the Land Court and is shown as Lot 23 on Land Court Plan No. 9393-L, and was subsequently acquired by the Town of Nantucket by an Order of Taking filed with the Nantucket Registry District of the Land Court as Document No. 36806 and noted on Certificate of Title No. 20083 (the "Railroad Bed Taking"). Since the width of Lot 23 is only 40 feet wide, there is a remaining strip of land which lies between the Parcel off Low Beach Road and the Railroad Bed, and is shown on the Taking Plan, as being owned by "owners unknown."

In reviewing the Town's Taking, I find that the Taking named Taso Denis and Irwin Levy, Trustee of the Teasdale Family Irrevocable Trust (the "Former Owner") as the owners of the Parcel. Since the Deed to the owner of 36 Low Beach Road describes the boundaries as being by the ways of Central Street and Elm Street, it is my opinion that they own to the middle line of the ways since the Deed does not reveal another intention other than to convey the fee to the midpoint of the private ways opposite its property. G.L. c. 183, s. 58. There is also an argument to be made that since the Deed to 36 Low Beach Road

describes the land as being bounded “by Low Beach Road, shown as Nantucket Central Railroad, on said plan,” that the Owner also owns to the centerline of the former Railroad Bed which was a right of way running through the subdivision. Although the Taking named the Former Owner as the owner of the Parcel, no damages however, were awarded to the former or current property owner and there was no appropriation made in the Article for any award of damages for the Taking. As has been the practice with property taken by eminent domain pursuant to the Nantucket Yard Sale Program the Town has not awarded damages to the property owner for land taken as the property owner will then be offered to acquire the land for monetary consideration or consideration in the form of a One Big Beach Easement or other public access easements. It is my understanding from conversations with Andrew Vorce that this was the intention of these Articles that the land would be taken and disposed of similar to that of the Yard Sale Program. There was no award of damages to the property owners for the Takings of Parcel 33 and Parcels 1 and 2 because these property owners would then be able to respond to a Request for Proposals and acquire the Parcels for consideration. In the event that the Select Board decides to retain this portion of the Parcel abutting the Railroad Bed, they may wish to consider that there have been no claim for damages filed against the Town in response to the Order of Taking and pursuant to G.L. c. 79A. Therefore if the Town decides not to sell this portion of the Parcel then it may be subject to a claim for damages and legal action for the award of damages by the owner of Parcel 33 or by an owner who claims to have owned the property prior to the Taking.

REAC may determine that since the Parcel was sold pursuant to the award of the bid on the Request for Proposals that they will not make any recommendation as to the sale of the portion of Parcel 33 abutting Lot 23. REAC shall then forward this matter to the Select Board for its consideration, to determine if this portion of the Parcel serves any municipal purpose for the Town. The Select Board may also wish to consider that the Request for Proposals was issued for the sale of the Parcel and a proposal was made by for its purchase for an amount of consideration exceeding the minimum bid. If the Select Board determines that they do not wish to retain the portion of the Parcel, they may then dispose of the entire Parcel as authorized by Article 95 of the 2009 Annual Town Meeting similar to those taken for Yard Sale purposes.

The Request for Proposals does provide that the Town may cancel the disposal or sale of the Parcel at any time even after choosing the Successful Proposer, until a purchase and sale agreement between the Town and the Successful Proposer has been signed by all parties and delivered. If the Select Board then decides not to dispose of the portion of the Parcel abutting Lot 23 and disposing of just the remainder of the Parcel then it will need to have a new plan prepared showing the remaining portion of the Parcel to be disposed of, and will require the issuance of a new Request for Proposals. This process will also need to be done for Parcels 1 and 2 off Low Beach Road which were also included in this Request for Proposals.

If you have any questions or if I can be of additional assistance in this matter, please feel free to contact me.

Vicki

Vicki S. Marsh, Esq.

KP | LAW

101 Arch Street, 12th Floor

Boston, MA 02110

O: (617) 556 0007

F: (617) 654 1735

vmarsh@k-plaw.com

www.k-plaw.com

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain



Agenda Item Summary

Agenda Item #	VIII. 4.
Date	2-19-2020

Staff

Ken Beaugrand, Real Estate Specialist

Subject

Request to modify restriction as part of prior Yard Sale to allow the subdivision of the parcel at 10 Easy Street

Executive Summary

In 2014 the applicant obtained a Yard Sale parcel from the Town which required that the parcel be merged with the abutting parcels. In 2016 the applicant recorded a Declaration that the lots were merged and treated as one lot. The property has two buildings constructed prior to 1950; therefore, the property is eligible for an 81-L subdivision. The yard sale lot is not critical to the subdivision, but the Restriction arguably prohibits such a division. The request is for a new restriction that indicates that nothing in the chain of title prohibits the subdivision and provides that it can only be two lots with no further subdivision and no changes to either building without relief from the Zoning Board of Appeals.

Staff Recommendation

Counsel has reviewed and indicates that this is an appropriate action to take as within the intent of the Yards Sale.

Background/Discussion

See above.

Impact: Environmental Fiscal Community Other

Creates a second taxable parcel

Board/Commission Recommendation

n/a

Public Outreach

n/a

Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

n/a

Attachments

Amendment of Restriction document; submitted request from Atty. Richard Glidden



AMENDMENT OF RESTRICTION

This Amendment of Restriction is made this ____ day of February, 2020 by and between DEBORAH KILLEN LOTHIAN and WILLIAM R.J. LOTHIAN, CO-TRUSTEES OF TEN EASY STREET NOMINEE TRUST under Declaration of Trust dated November 28, 2000 and filed as Doc. No. 91310 with Nantucket Registry District of the Land Court (the “TRUSTEES”); and the Town of Nantucket, a Massachusetts municipal corporation, acting by and through its duly elected Select Board (the “TOWN”).

WHEREAS, the TRUSTEES are the owners of property at 10 Easy Street, Nantucket, Massachusetts, shown as Lots B and C on Land Court Plan No. 8787–A, and Lot D–1 on Land Court Plan No. 8787-B (“TRUSTEES’ PROPERTY”), by virtue of a Deed filed with said Registry District of the Land Court as Document No. 91309, noted on Certificate of Title No. 19754; and

WHEREAS, the TRUSTEES purchased a parcel of vacant land pursuant to the Nantucket Yard Sale Program from the TOWN shown as Lot 2 on Land Court Plan 8787-C by virtue of a Deed filed with said Registry District of the Land Court as Document No. 143913, noted on Certificate of Title No. 25149, and;

WHEREAS, the Deed to Lot 2 imposed a restriction that Lot 2 is to be merged with TRUSTEES’ PROPERTY so as not to create any new building lots; and

WHEREAS, in order to comply with the terms of the deed restriction, the TRUSTEES executed and recorded a Declaration of Restriction to Merge Lots for Building and Zoning Purposes dated February 1, 2016, filed the Restriction with the Registry District of the Land Court as Document No. 151058 (the “Restriction”) containing the following language:

Lots B, C, D-1, and 2 shall henceforth be considered merged as one (1) lot for purposes of applicable building and zoning laws and by-law pursuant to the provisions of the deed from the Town of Nantucket to the Trustees registered as Doc. No. 143913 at the Nantucket Registry District for the Land Court;” and

WHEREAS, the total lot area of Lots B, C, D-1 and 2 is 5,169± square feet;
and

WHEREAS, two (2) buildings (main structure with office and residential apartment and cottage currently used for retail) have been situated on their current locations on the TRUSTEES' PROPERTY for over 100 years; and

WHEREAS, pursuant to Section 139-33 A (3) of the Nantucket Zoning By-laws lots containing two (2) or more structures that predate the adoption of the Town's subdivision control law in 1955 can be divided into two (2) lots, each containing a structure, and each lot will then be treated as a pre-existing non-conforming lot pursuant to G.L. c.41, Section 81L, commonly referred to as an "81L Lots;" and

WHEREAS, the TRUSTEES intend to apply for the creation of 81L Subdivision Lots pursuant to Section 139-33 of the Nantucket Zoning By-Law; and

WHEREAS, the TRUSTEES are able to sell these lots separately, they are not permitted any increase in ground cover or alterations to the structures without obtaining a special permit from the Town of Nantucket Zoning Board of Appeals as set forth in Section 139-33A(2) of the Zoning By-law.

Now therefore, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The Restriction is amended by adding a new paragraph after the second paragraph with the addition of the following:

"Nothing contained herein shall prohibit the division of Lots B, C, D-1, and 2 into two separate lots pursuant to G.L. c. 41, Section 81L, and the Nantucket Zoning By-laws subject to the following conditions:

1. Each lot created shall contain one of the existing structures;
2. Neither lot may be further divided nor no new building lots shall be created;
3. Neither building shall be altered or expanded without first obtaining a special permit from the Nantucket Zoning Board of Appeals.
4. The restrictions and easements created in the Deed to Lot 2 shall remain in full force and effect even after the creation of the 81L Subdivision Lots, and any change in the terms of said restrictions or easements shall require the written approval or release by the Town of Nantucket Select Board filed with the Registry District of the Land Court.

WITNESS our hands and seals this _____ day of February 2020.

TEN EASY STREET NOMINEE TRUST

Deborah Killen Lothian, TRUSTEE

William R. J. Lothian TRUSTEE

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared the above-named, Deborah Killen Lothian and William R.J. Lothian, Trustees, proved to me through satisfactory evidence of identification, which was _____, to be the persons who signed the preceding or attached document in my presence, and acknowledged to me that they signed it voluntarily for its stated purpose, by their free act and deed.

Notary Public Signature

My Commission Expires:

WITNESS our hands and seals this _____ day of February 2020.

TOWN OF NANTUCKET
BY ITS SELET BOARD

DAWN E. HILL HOLDGATE

RITA HIGGINS

JASON BRIDGES

MATTHEW G. FEE

KRISTIE L. FERRANTELLA

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared the above-named, Dawn E. Hill Holdgate, Rita Higgins, Jason Bridges, Matthew G. Fee and Kristie L. Ferrantella as Members of the Select Board of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned to be the persons whose names are signed the preceding or attached document in my presence, and acknowledged to me that they signed it voluntarily for its stated purpose as the free act and deed of the Select Board of the Town of Nantucket.

Notary Public Signature

My Commission Expires:

711471NANT 19713/0001



GLIDDEN & GLIDDEN, P.C.
ATTORNEYS AT LAW
P. O. Box 1079
37 CENTRE STREET
NANTUCKET, MASSACHUSETTS 02554
508-228-0771
FAX 508-228-6205
OFFICE@GLIDDENANDGLIDDEN.COM

RICHARD J. GLIDDEN
JESSIE GLIDDEN BRESCHER
JOHN B. BRESCHER

JAMES K. GLIDDEN
(1917 – 2009)

January 6, 2020

Via Email:

Andrew Vorce (avorce@nantucket-ma.gov)

Dear Andrew,

I represent Deb Killen Lothian and her husband who own property at 10 Easy Street as Trustees of the Easy Street Nominee Trust. The property was comprised of (3) Land Court Lots (Lots B + C on Land Court Plan 8787-A and Lot D-1 on Land Court Plan 8787-B – copies enclosed). These lots were all undersized and the property was merged as one lot for building and zoning purposes and was known as 10 East Street and was assessed as one parcel – Map 42.3.1, Parcel 78.

In 2014, the Trustees obtained a “yard sale” piece from the Town shown as Lot 2 on Land Court Plan 8787-C (copy enclosed). In 2016 Trustees executed and recorded a Declaration of Restriction confirming that all the lots were merged and were to be treated as one lot (the Assessor was still assessing Lot 2 – the “yard sale” Lot – as a separate lot).

The property contains (2) buildings both of which have existed in their present locations well before 1950. As such, the Trustees retained Paul Santos to prepare an 81-L Subdivision creating two non-conforming lots. The “yard sale” Lot has no real connection to the 81-L Plan but the Deed Restriction arguably prohibits such a division. That was clearly not the intent behind the restrictions as it was only meant to ensure that the “yard sale” Lot would not be added to Trustees existing property to create a new building lot.

We would like to Selectman to modify the restriction so as to allow the proposed 81-L Division. I enclose a draft release for review and comment.

Thanking you for your time and consideration I remain,

Very truly yours,

Richard J. Glidden
RJG/alp
Enclosures

Cc: Eleanor Antonietti (eantonietti@nantucket-ma.gov)
Ken Beaugrand (ken@nantucketrealestate.com)

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

AMENDMENT OF RESTRICTION

Agreement made as of this _____ day of January, 2020 by and between DEBORAH KILLEN LOTHIAN and WILLIAM R.J. LOTHIAN, CO-TRUSTEES OF 10 EASY STREET NOMINEE TRUST u/d/t dated November 28, 2000 and registered as Doc. No. 91310 at Nantucket Registry District for the Land Court (hereinafter TRUSTEES); and the Inhabitants of the Town of Nantucket acting by and through its duly elected Board of Selectmen;

Whereas TRUSTEES are the owners of property at 10 Easy Street, Nantucket Massachusetts, being shown as Lots B + C on Land Court Plan 8787-A, and Lot D-1 on Land Court Plan 8787-B, their ownership evidenced by Certificate of Title No. 19754 at said Registry District; and

Whereas TRUSTEES purchased a “yard sale” parcel of vacant land from the Town of Nantucket shown as Lot 2 on Land Court Plan 8787-C by virtue of Deed registered at the Nantucket Registry District for the Land Court, their ownership evidenced by Certificate of Title 25149, and;

Whereas Lot 2 was to be merged with TRUSTEES adjacent land shown as Lots B + C on Land Court Plan 8787-A, and Lot D-1 on Land Court Plan 8787-B so as not to create any new building lots; and

Whereas TRUSTEES executed and recorded a restriction registered as Doc. No. 151058 containing the following language:

Lots B, C, D-1, and 2 shall henceforth be considered merged as one (1) lot for purposes of applicable building and zoning laws and by-law pursuant to the provisions of the deed from the Town of Nantucket to the Trustees registered as Doc. No. 143913 at the Nantucket Registry District for the Land Court.”

A copy of said restriction is attached hereto as Exhibit “A”; and

Whereas the total lot area of the four combined lots is 5169 sq. feet and TRUSTEES would not be able to create any new building lots with or without the restriction; and

Whereas the two buildings (main structure with office and residential apartment and cottage currently used for retail) have existed on their current locations for over 100 years; and

Whereas under the current provisions of the Nantucket Zoning By-Law if a property contains (2) structures that have existing in their current location for a time prior to 1952, then they can be divided into two lots, each containing a structure, and each lot will then be treated as a pre-existing non-conforming lot (Ch. 81-L) commonly referred to as an 81-L Subdivision; and

Whereas TRUSTEES would like to exercise their rights under this provision of the Nantucket Zoning By-Law and create an "81-L" Subdivision; and

Whereas this would allow TRUSTEES to sell the lots separately but would not allow any increase in ground cover or alterations to the structures without relief from the Nantucket Zoning Board of Appeals.

Now therefore, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. The restriction recorded as Doc. No. 151058 is modified as follows; a new paragraph is added after the existing second paragraph, reading as follows:

"Nothing contained herein shall prohibit the division of Lots B, C, D-1, and 2 into two separate lots pursuant to Ch. 81-L of Massachusetts General Laws, subject to the following conditions:

1. Each lot shall contain one of the existing structures;
2. Neither lot may be further divided and no new building lots shall be created;
3. Neither building shall be altered or expanded without first obtaining relief from the Nantucket Board of Appeals."

WITNESS our hands and seals this _____ day of January, 2020.

SIGNITURE PAGE TO FOLLOW

LOT B + C –
LC PLAN 8787-A

10 EASY STREET NOMINEE TRUST

DEBORAH KILLEN LOTHIAN, TRUSTEE

LOT D-1
LC PLAN 8787-B

10 EASY STREET NOMINEE TRUST

DEBORAH KILLEN LOTHIAN, TRUSTEE

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF NANTUCKET

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared the above-named, Deborah Killen Lothian, Trustee, proved to me through satisfactory evidence of identification, which was _____, to be the person who signed the preceding or attached document in my presence, and acknowledged to me that he signed it voluntarily for its stated purpose, by his free act and deed.

Notary Public Signature

My Commission Expires:

WITNESS our hands and seals this ____ day of January, 2020.

TOWN OF NANTUCKET
BY ITS BOARD OF SELECTMEN

DAWN E. HILL HOLDGATE

RITA HIGGINS

JASON BRIDGES

MATT FEE

KRISTIE L. FARRANTELLA

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF NANTUCKET

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared the above-named, Deborah Killen Lothian, Trustee, proved to me through satisfactory evidence of identification, which was _____, to be the person who signed the preceding or attached document in my presence, and acknowledged to me that he signed it voluntarily for its stated purpose, by his free act and deed.

Notary Public Signature

My Commission Expires:

EXHIBIT "A"



2016 00151058

Cert: 19754 Doc: DECL OF
Registered: 03/14/2016 11:17 AM

**DECLARATION OF RESTRICTION TO
MERGE LOTS FOR BUILDING AND ZONING PURPOSES**

WE, DEBORAH KILLEN LOTHIAN and WILLIAM R.J. LOTHIAN, CO-TRUSTEES of the TEN EASY STREET NOMINEE TRUST w/d/t dated November 28, 2000 and registered as Document No. 91310 filed with Certificate of Title No. 19754 at the Nantucket Registry District, being the owners of the land located in Nantucket, Nantucket County, Massachusetts, now known and numbered as 6 and 10 Easy Street, shown as Lots B and C on Land Court Plan No. 8787-A filed with Certificate of Title No. 1173; Lot D-1 on Land Court Plan No. 8787-B filed with Certificate of Title No. 2099 and Lot 2 on Land Court Plan No. 8787-C filed with Certificate of Title No. 25149 by virtue of Certificate of Title Nos. 19754 and 25149 at the Nantucket Registry District, for consideration paid, the receipt and sufficiency of which are hereby acknowledged, hereby impose, in favor of the Inhabitants of the Town of Nantucket, upon said Lots B, C, D-1 and 2, the following restriction:

Lots B, C, D-1 and 2 shall henceforth be considered merged as one (1) lot for purposes of applicable building and zoning laws and by-laws pursuant to the provisions of the Deed from the Town of Nantucket to the Trustees registered as Document No. 143913 at the Nantucket Registry District for the Land Court.

WE, DEBORAH KILLEN LOTHIAN and WILLIAM R.J. LOTHIAN, CO-TRUSTEES of the TEN EASY STREET NOMINEE TRUST u/d/t dated November 28, 2000 hereby certify that we are the sole Trustees of the Trust; that said Trust has not been altered, amended, revoked or terminated; that pursuant to the terms of the Trust and upon the specific direction of the beneficiaries of the Trust, we have the power and authority to sell, distribute, merge or otherwise dispose of all or any part of the Trust Property; that all of the beneficiaries of the Trust are of full age and competent; no beneficiary is a minor, a corporation selling all or substantially all of its Massachusetts assets, or a personal representative of an estate subject to estate tax liens, or is now deceased or under any legal disability, that pursuant to the provisions of the Trust we have been authorized and directed by the beneficiaries to merge said Lots B, C, D-1 and 2 into one (1) lot for purposes of applicable Nantucket building and zoning laws and by-laws; and that we have been authorized and directed by the beneficiaries of the Trust to sign such documentation as we, as Trustees, deem necessary in order to effectuate this transaction.

WITNESS our hands and seals this 1st day of February 2016.

TEN EASY STREET NOMINEE TRUST

By: Deborah Killen Lothian
DEBORAH KILLEN LOTHIAN, CO-TRUSTEE

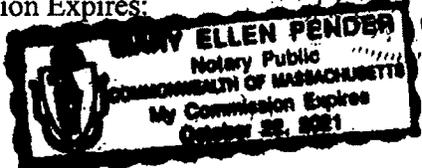
By: William R.J. Lothian
WILLIAM R.J. LOTHIAN, CO-TRUSTEE

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

February 1st, 2016

On this 1st day of February 2016, before me, the undersigned notary public, personally appeared Deborah Killen Lothian and William R.J. Lothian and proved to me through satisfactory evidence of identification, which were personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as Co-Trustees of Ten Easy Street Nominee Trust, before me.

Ellen Pender
NOTARY PUBLIC
My Commission Expires:


Doc No: 00151058

NANTUCKET COUNTY LAND COURT
REGISTRY DISTRICT

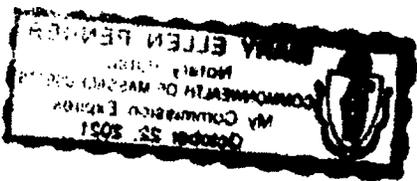
** RECEIVED FOR REGISTRATION **

On: Mar 14, 2016 at 11:17A

Document Fee: 150.00 Rec Total: \$150.00

CERTIFICATE No: 19754

Also noted on CERT 25149





Agenda Item Summary

Agenda Item #	IX. 1.
Date	2/19/2020

Staff

Katie Cabral

Subject

National Grid Utility Petition – Boulevarde

Executive Summary

National Grid to install 40' of 2-3" conduit encased in concrete off existing junction box into property of 22 Boulevard. (Conduit will run in between the bike path and up against the property line. Bike path will not be bothered.)

Staff Recommendation

Approve with Departmental Conditions.

Background/Discussion

n/a

Impact: Environmental Fiscal Community Other

n/a

Board/Commission Recommendation

n/a

Public Outreach

Abutter notifications sent and 2 weeks of notices in I&M

Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

n/a

Attachments

Departmental comments; NGrid petition



UTILITY PETITIONS DEPARTMENTAL COMMENTS

APPLICANT: National Grid
TYPE: Order for Manhole & Duct Locations
SITE ADDRESS: Boulevarde
HEARING DATE: February 19, 2020

COMMENTS

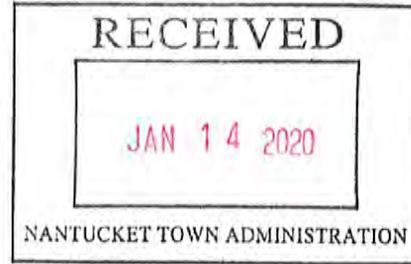
NPD: No Issues. – Lt. MacVicar
FIRE: No Issues. – Chief Murphy
PLANNING: No Issues. – Mike Burns
DPW: **
SEWER: There is no sewer in this area. – David Gray
WWCo: There are no water mains in the area. – Mark Willett

****Contractor must obtain all required Town permits prior to the commencement of work, including but not limited to Street Opening and Street Blocking permits.**

Town Copy

nationalgrid

Town of Nantucket
Board of Selectmen
16 Broad Street
Nantucket, MA 02554



December 20, 2019

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID covering the installation of underground facilities.

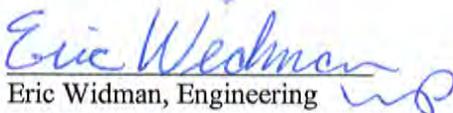
If you have any questions regarding this petition, please contact:

Wendy Paluch, Operations Support Clerk
wendy.paluch@nationalgrid.com

If this petition meets with your approval, please return an executed copy to:

Wendy Paluch
280 Melrose Street
Providence, RI 02907
3rd Floor,

Very truly yours,


Eric Widman, Engineering
Supervisor, Distribution Design

Enclosures

PETITION FOR MANHOLE AND DUCT LOCATIONS

Return to
NGrid

Nantucket, MA 02554

December 20, 2019

To the Board of Selectmen
of the Town of Nantucket, Massachusetts

NANTUCKET ELECTRIC COMPANY requests permission to locate manholes, wires, and ducts, including the necessary sustaining and protecting fixtures, along the following public way:

Boulevard

**Install 40' of 2-3" conduit encased in concrete off
junction #11-4A.**

Wherefore it prays that after due notice and hearing as provided by law, it may be granted a location for and permission to install and maintain manholes, ducts and wires, together with such sustaining and protecting fixtures as it may find necessary, said manholes and ducts to be installed substantially in accordance with the plan filed herewith marked:--

NANTUCKET ELECTRIC COMPANY

Plan No. **29223937** Dated: **12/18/2019**

NANTUCKET ELECTRIC COMPANY

By: Eric Widman
Manager of Distribution Design *EW*

ORDER FOR MANHOLE AND DUCT LOCATIONS

Nantucket, MA 02554

December 20, 2019

By the Board of Selectmen
of the Town of Nantucket, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that **NANTUCKET ELECTRIC COMPANY** be and they are hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition of said Company dated the **20th day of December, 2019**

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked--

NANTUCKET ELECTRIC COMPANY

Plan No. **29223937** Dated: **12/18/2019**

The following are the public ways or parts of ways along which the underground electric conduits above referred to may be laid--

Boulevard

Install 40' of 2-3" conduit encased in concrete off junction #11-4A

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of Nantucket, Massachusetts held on the _____ day of _____ 2019

Clerk of Selectmen

Received and entered in the records of location orders of the Town of Nantucket, Massachusetts

Book: _____ Page: _____

Attest: _____
Town Clerk

I hereby certify that on _____, 20_____, at _____ o'clock, _____ M.,
at _____ a public hearing was held on the petition of

NANTUCKET ELECTRIC COMPANY

for permission to excavate the public highways and to run and maintain underground electric conduits described in the order herewith recorded, and that I mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires and fixtures under said order. And that hereupon said order was duly adopted.

Selectmen of the Town of

Nantucket, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Nantucket, Massachusetts, on the _____ day of _____ 2019 and recorded with the records of location orders of said Town, Book _____, Page _____.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest: _____
Town Clerk

Pole & UG Petition/Permit Request Form

City Town of NANTUCKET WR # 29223937

Install (quantity) SO JO Poles on (street name)

Remove (quantity) SO JO Poles on (street name)

Relocate (quantity) SO JO Poles on (street name)

Beginning at a point approximately 425 feet NW of the centerline of the intersection of Pequot St.

and continuing approximately 40 feet in a NW direction.

Install underground facilities:

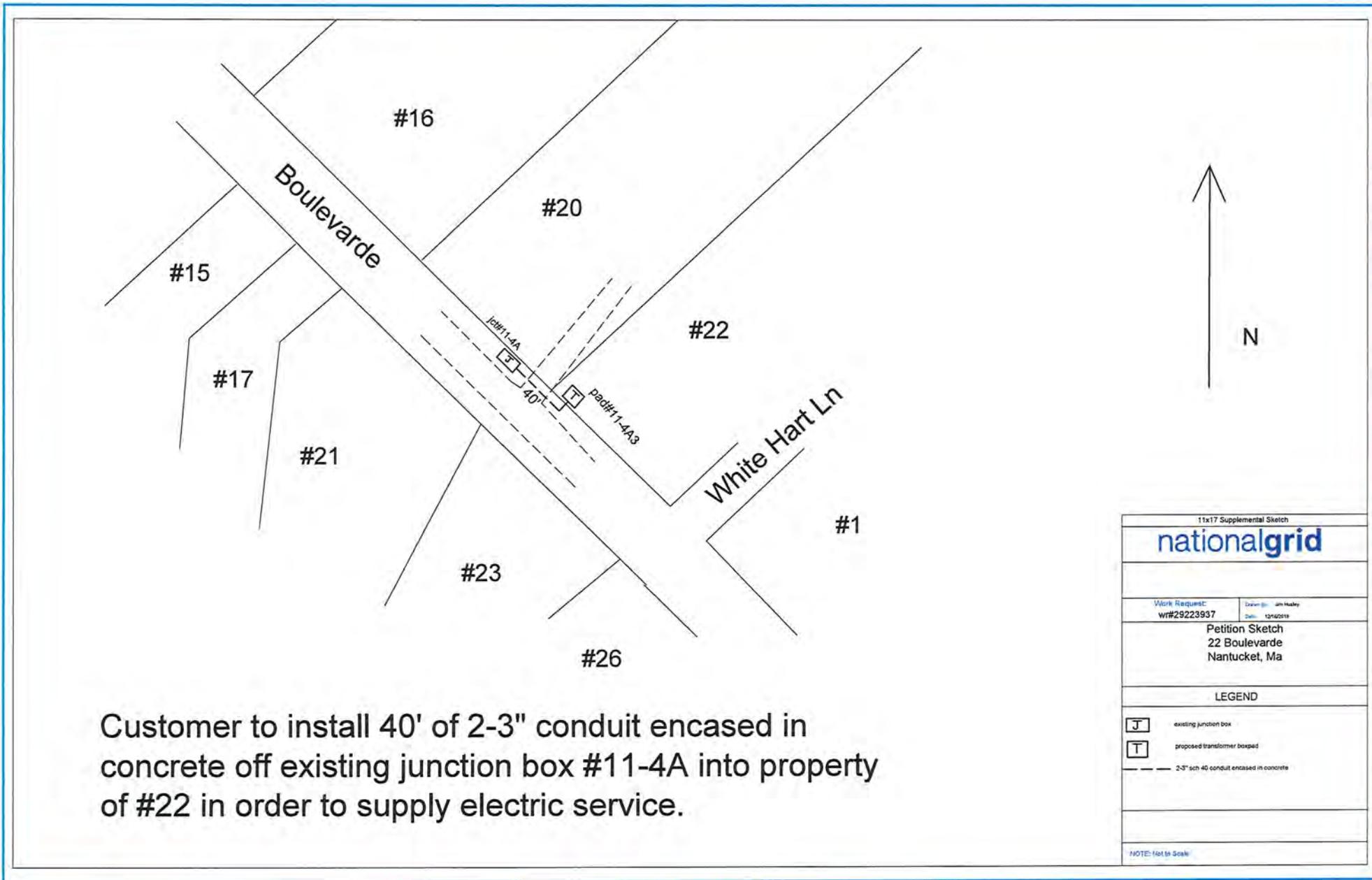
Street(s) BOULEVARDE

Description of Work:

INSTALL 40' OF 2-3" CONDUIT ENCASED IN CONCRETE OFF JUNCTION #11-4A

ENGINEER Jim Huxley

DATE 12/18/2019



Customer to install 40' of 2-3" conduit encased in concrete off existing junction box #11-4A into property of #22 in order to supply electric service.

11x17 Supplemental Sketch	
nationalgrid	
Work Request: wr#29223937	Drawn by: Jim Healy Date: 12/16/2018
Petition Sketch 22 Boulevard Nantucket, Ma	
LEGEND	
J	existing junction box
T	proposed transformer box pad
---	2-3" sch 40 conduit encased in concrete
NOTE: Not to Scale	

**ABUTTERS LISTING
NANTUCKET, MA**

Map	Block	Lot	Unit	Owner-s Name	Co Owner-s Name	Address	City	ST Zip	Parcel Location
1	80	79		OCALLAGHAN JOHN R & GINA		PO BOX 2555	NANTUCKET	MA 02584	16 BOULEVARDE
2	80	82		TAAFFE JAMES & MARY		PO BOX 1241	NANTUCKET	MA 02554	20 BOULEVARDE
3	80	84	1	MAHONEY JULIE A TR	JA MAHONEY 2009 DECL OF TRUST	324 RUMSTICK ROAD	BARRINGTON	RI 02806	1 WHITE HART LN
4	80	127		MCGRAW JAMES A & PAMELA P TR	MCGRAW PAMELA P 2017 REV TRUST	PO BOX 1573	NANTUCKET	MA 02554	21 BOULEVARDE
5	80	127	1	TRAUBER PRIYA G & DOUGLAS J		114 NORTH STREET	GREENWICH	CT 06830	23 BOULEVARDE
6	80	128		TRUDEL JOHN F III & SUSAN P		26 PEQUOT ST	NANTUCKET	MA 02554	26 PEQUOT ST
7	80	244		SALUZZO BRIAN J & BRIAN C		1 KERMIT RD	MAPLEWOOD	NJ 07040	15 BOULEVARDE
8	80	246		STRAH SCOTT M ETAL		132 LAWSON RD	WINCHESTER	MA 01890	17 BOULEVARDE
9	80	327		MJB REALTY LLC		11421 WHIPPOORWILL ROAD	HOUSTON	TX 77024	22 BOULEVARDE

6.80
x 9

\$61.20



Agenda Item Summary

Agenda Item #	IX. 2.
Date	2/19/2020

Staff

Katie Cabral

Subject

National Grid Utility Petition – Trotters Lane

Executive Summary

National Grid to install a handhole and 85' of 2-3" conduit encased in concrete to supply electric service to 24 & 26 Trotters Lane.

Staff Recommendation

Approve with Departmental Conditions.

Background/Discussion

n/a

Impact: Environmental Fiscal Community Other

n/a

Board/Commission Recommendation

n/a

Public Outreach

Abutter notifications sent and 2 weeks of notices in I&M

Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

n/a

Attachments

Departmental comments; NGrid petition



UTILITY PETITIONS DEPARTMENTAL COMMENTS

APPLICANT: National Grid
TYPE: Order for Manhole & Duct Locations
SITE ADDRESS: Trotters Lane
HEARING DATE: February 19, 2020

COMMENTS

NPD: No Issues. – Lt. MacVicar
FIRE: No Issues. – Chief Murphy
PLANNING: No response
DPW: Please be mindful of previous road cut for the sewer and water.
– Stephen Arceneaux **
SEWER: Sewer will need to be marked out prior to work. – David Gray
WWCo: Please call WWCo to mark out water. – Mark Willett

****Contractor must obtain all required Town permits prior to the commencement of work, including but not limited to Street Opening and Street Blocking permits.**



Town of Nantucket
Board of Selectmen
16 Broad Street
Nantucket, MA
02554

Town Copy

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID, covering NATIONAL GRID pole location(s)

If this petition meets with your approval, please return an executed copy to:

Wendy Paluch 280 Melrose Street 3rd Floor, Providence, RI 02907

If you have any questions regarding this permit please contact Ms. Paluch:

wendy.paluch@nationalgrid.com

Very truly yours,


Supervisor, Distribution Design

Enclosures

PETITION FOR MANHOLE AND DUCT LOCATIONS

Nantucket, MA 02554

October 22, 2019

To the Board of Selectmen
of the Town of Nantucket, Massachusetts

Town Copy

NANTUCKET ELECTRIC COMPANY requests permission to locate manholes, wires, and ducts, including the necessary sustaining and protecting fixtures, along the following public way:

TROTTERS LANE

CUSTOMER TO INSTALL HANDHOLE HH2-1 AND 85' OF 2-3" CONDUIT ENCASED IN CONCRETE TO SUPPLY ELECTRIC SERVICE TO #24 AND #26

Wherefore it prays that after due notice and hearing as provided by law, it may be granted a location for and permission to install and maintain manholes, ducts and wires, together with such sustaining and protecting fixtures as it may find necessary, said manholes and ducts to be installed substantially in accordance with the plan filed herewith marked:--

NANTUCKET ELECTRIC COMPANY

Plan No. **28784785** Dated: **9/5/2019**

NANTUCKET ELECTRIC COMPANY

By: *Eric Widman* *RL*
Manager of Distribution Design

ORDER FOR MANHOLE AND DUCT LOCATIONS

Nantucket, MA 02554

January 24, 2020

By the Board of Selectmen
of the Town of Nantucket, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that **NANTUCKET ELECTRIC COMPANY** be and they are hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition of said Company dated the **24th day of January, 2020**

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked--

NANTUCKET ELECTRIC COMPANY

Plan No. **28784785** Dated: **9/12/2019**

The following are the public ways or parts of ways along which the underground electric conduits above referred to may be laid--

Trotters Ln

**Customer to install 85' of 2-3" conduit
encased in concrete**

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of Nantucket, Massachusetts held on the _____ day of _____ 2020

Clerk of Selectmen

Received and entered in the records of location orders of the Town of Nantucket, Massachusetts

Book: _____ Page: _____

Attest: _____
Town Clerk

I hereby certify that on _____, 20_____, at _____ o'clock, _____ M.,
at _____ a public hearing was held on the petition of

NANTUCKET ELECTRIC COMPANY

for permission to excavate the public highways and to run and maintain underground electric conduits described in the order herewith recorded, and that I mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires and fixtures under said order. And that hereupon said order was duly adopted.

Selectmen of the Town of _____
Nantucket, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Nantucket, Massachusetts, on the _____ day of _____ 2020 and recorded with the records of location orders of said Town, Book _____, Page _____.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest: _____
Town Clerk

Pole & UG Petition/Permit Request Form

City Town of Nantucket WR # 28784785
(circle one)

Install _____ SO
(quantity) JO Poles on _____
(circle one) (street name)

Remove _____ SO
(quantity) JO Poles on _____
(circle one) (street name)

Relocate _____ SO
(quantity) JO Poles on _____
(circle one) (street name)

Beginning at a point approximately 275 feet NW of the centerline
(distance) (compass heading)
of the intersection of FAIRGROUNDS RD
(street name)

and continuing approximately 85 feet in a NW direction.
(distance) (compass heading)

Install underground facilities:

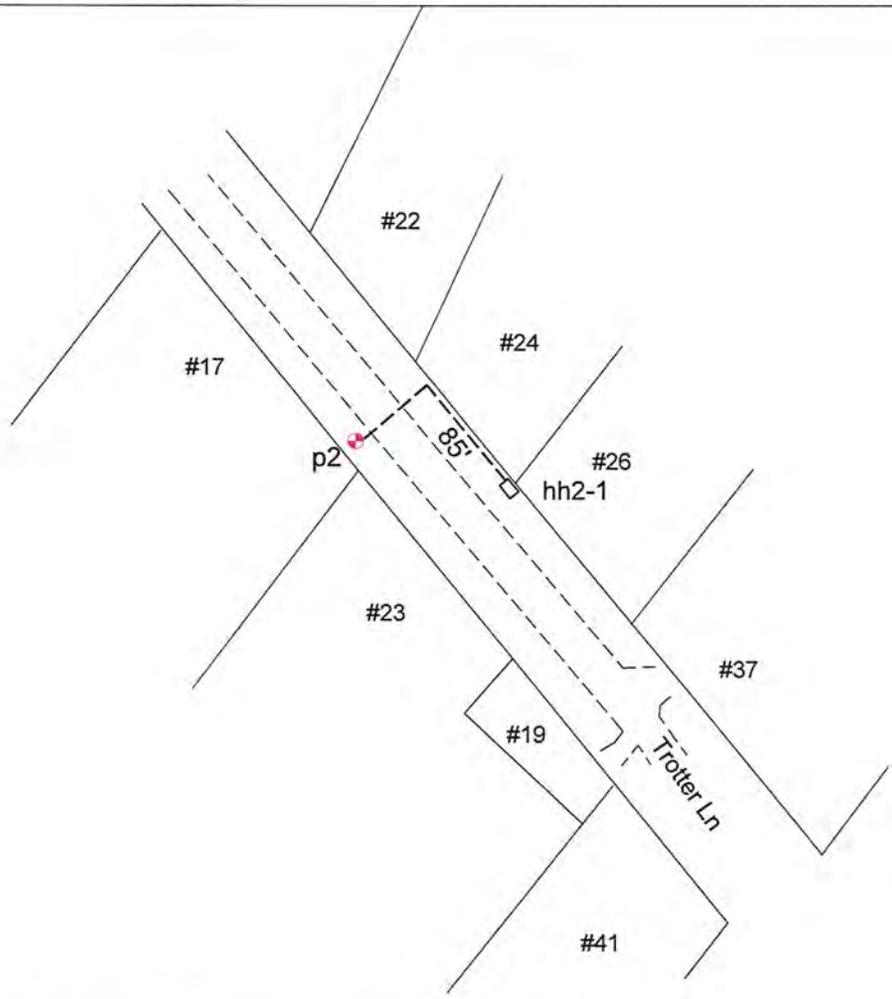
Street(s) TROTTERS LN

Description of Work:

CUSTOMER TO INSTALL 85' OF 2-3" CONDUIT ENCASED IN CONCRETE.

ENGINEER JIM HUXLEY

DATE 9/12/2019



Customer to install handhole hh2-1 and 85' of 2-3" conduit encased in concrete to supply electric service to #24 and #26

11x17 Supplemental Sketch	
nationalgrid	
Work Request: wr#28784785	Drawn by: Jim Huddy Date: 4/20/18
Petition Sketch 24 & 26 Trotters Ln. Nantucket, Ma	
LEGEND	
	Existing utility pole
	17" x 30" handhole
	2-3" sch 40 pvc conduit encased in concrete
NOTE: Not to Scale	

**ABUTTERS LISTING
NANTUCKET, MA**

Map	Block	Lot	Unit	Owner-s Name	Co Owner-s Name	Address	City	ST Zip	Parcel Location
67		143		1 LOTHIAN WILLIAM R J TRUSTEE		PO BOX 877	NANTUCKET	MA 02554	22 TROTTERS LN
67		147		2 LEMBERG SON & DAUGHTER LLC	EIGHTH AVE SOUTH NOMINEE TRUST	6 CACHALOT LANE	NANTUCKET	MA 02554	26 TROTTERS LN
67		147	1	3 UBALDINO LAURA J		PO BOX 3123	NANTUCKET	MA 02554	24 TROTTERS LN
67		148		4 JOHNSON BRIAN B & FIONA		37 FAIRGROUNDS RD	NANTUCKET	MA 02554	37 FAIRGROUNDS RD
67		285		5 GRANGRADE ROBERT GLEN		133 ORANGE STREET	NANTUCKET	MA 02554	17 TROTTERS LN
67		289		6 SOUZA SHIRLEY A		PO BOX 742	NANTUCKET	MA 02554	23 TROTTERS LN
67		290		7 SOUZA SHIRLEY A		PO BOX 742	NANTUCKET	MA 02554	19 TROTTERS LN
67		291		8 SIMON STEVEN E TRST	AMISH REALTY TRST	24 BEACH RD	ORLEANS	MA 02653	41 FAIRGROUNDS RD

6.80
X 8

\$ 54.40



Agenda Item Summary

Agenda Item #	IX. 3.
Date	2/19/2020

Staff

Katie Cabral

Subject

National Grid Utility Petition – Sherburne Turnpike

Executive Summary

National Grid to install transformer boxpad handhole and 210' of 2-3" conduit encased in concrete in order to supply electric service to 17 Sherburne Turnpike and remove 2 electric poles.

Staff Recommendation

Approve with Departmental Conditions.

Background/Discussion

n/a

Impact: Environmental Fiscal Community Other

n/a

Board/Commission Recommendation

n/a

Public Outreach

Abutter notifications sent and 2 weeks of notices in I&M

Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

n/a

Attachments

Departmental comments; NGrid petition



UTILITY PETITIONS DEPARTMENTAL COMMENTS

APPLICANT: National Grid
TYPE: Order for Manhole & Duct Locations
SITE ADDRESS: Sherburne Turnpike
HEARING DATE: February 19, 2020

COMMENTS

NPD: No Issues. – Lt. MacVicar
FIRE: No Issues. – Chief Murphy
PLANNING: No Response.
DPW: No Issues. - Stephen Arceneaux **
SEWER: There is a privately installed 2" low pressure force main that runs along the even numbered side of the road. We have very limited information on this older line.
– David Gray
WWCo: Please call WWCo to mark out water utilities. – Mark Willett

****Contractor must obtain all required Town permits prior to the commencement of work, including but not limited to Street Opening and Street Blocking permits.**

Town Copy
Sherburne Turnpike

nationalgrid

October 28, 2019

Town of Nantucket
Board of Selectmen
16 Broad Street
Nantucket, MA 02554

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID covering the installation of underground facilities.

If you have any questions regarding this petition, please contact:

Wendy Paluch, Operations Support Clerk
wendy.paluch@nationalgrid.com

If this petition meets with your approval, please return an executed copy to:

Wendy Paluch
280 Melrose Street
Providence, RI 02907
3rd Floor,

Very truly yours,


Eric Widman, Engineering
Supervisor, Distribution Design

Enclosures

PETITION FOR MANHOLE AND DUCT LOCATIONS

Nantucket, MA 02554

October 28, 2019

To the Board of Selectmen
of the Town of Nantucket, Massachusetts

NANTUCKET ELECTRIC COMPANY requests permission to locate manholes, wires, and ducts, including the necessary sustaining and protecting fixtures, along the following public way:

Sherburne Turnpike

National Grid and customer to install transformer boxpad handhole and 210' of 2-3" conduit encased in concrete in order to supply electric service to #17 and remove 2 electric poles.

Wherefore it prays that after due notice and hearing as provided by law, it may be granted a location for and permission to install and maintain manholes, ducts and wires, together with such sustaining and protecting fixtures as it may find necessary, said manholes and ducts to be installed substantially in accordance with the plan filed herewith marked:--

NANTUCKET ELECTRIC COMPANY

Plan No. **28998102** Dated: **10/9/2019**

NANTUCKET ELECTRIC COMPANY

By: Eric Wickman
Manager of Distribution Design *EW*

ORDER FOR MANHOLE AND DUCT LOCATIONS

Nantucket, MA 02554

January 24, 2020

By the Board of Selectmen
of the Town of Nantucket, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that **NANTUCKET ELECTRIC COMPANY** be and they are hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition of said Company dated the **24th day of January, 2020**

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked--

NANTUCKET ELECTRIC COMPANY

Plan No. **28998102** Dated: **10/10/2019**

The following are the public ways or parts of ways along which the underground electric conduits above referred to may be laid--

Sherburne Turnpike

**Install thtransformer box pad, handhole
& 210' of conduit encased in concrete**

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of Nantucket, Massachusetts held on the _____ day of _____ 2020

Clerk of Selectmen

Received and entered in the records of location orders of the Town of Nantucket, Massachusetts

Book: _____ Page: _____

Attest: _____
Town Clerk

I hereby certify that on _____, 20____, at _____ o'clock, _____ M.,
at _____ a public hearing was held on the petition of

NANTUCKET ELECTRIC COMPANY

for permission to excavate the public highways and to run and maintain underground electric conduits described in the order herewith recorded, and that I mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires and fixtures under said order. And that hereupon said order was duly adopted.

Selectmen of the Town of

Nantucket, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Nantucket, Massachusetts, on the _____ day of _____ 2020 and recorded with the records of location orders of said Town, Book _____, Page _____.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest: _____
Town Clerk

Pole & UG Petition/Permit Request Form

City
Town of Nantucket WR # 28998102
(circle one)

Install _____ SO
(quantity) (circle one) JO Poles on _____
(street name)

Remove _____ SO
(quantity) (circle one) JO Poles on _____
(street name)

Relocate _____ SO
(quantity) (circle one) JO Poles on _____
(street name)

Beginning at a point approximately 350 feet North of the centerline
(distance) (compass heading)
of the intersection of CLIFF RD
(street name)

and continuing approximately 200' feet in a Northwesterly direction.
(distance) (compass heading)

Install underground facilities:

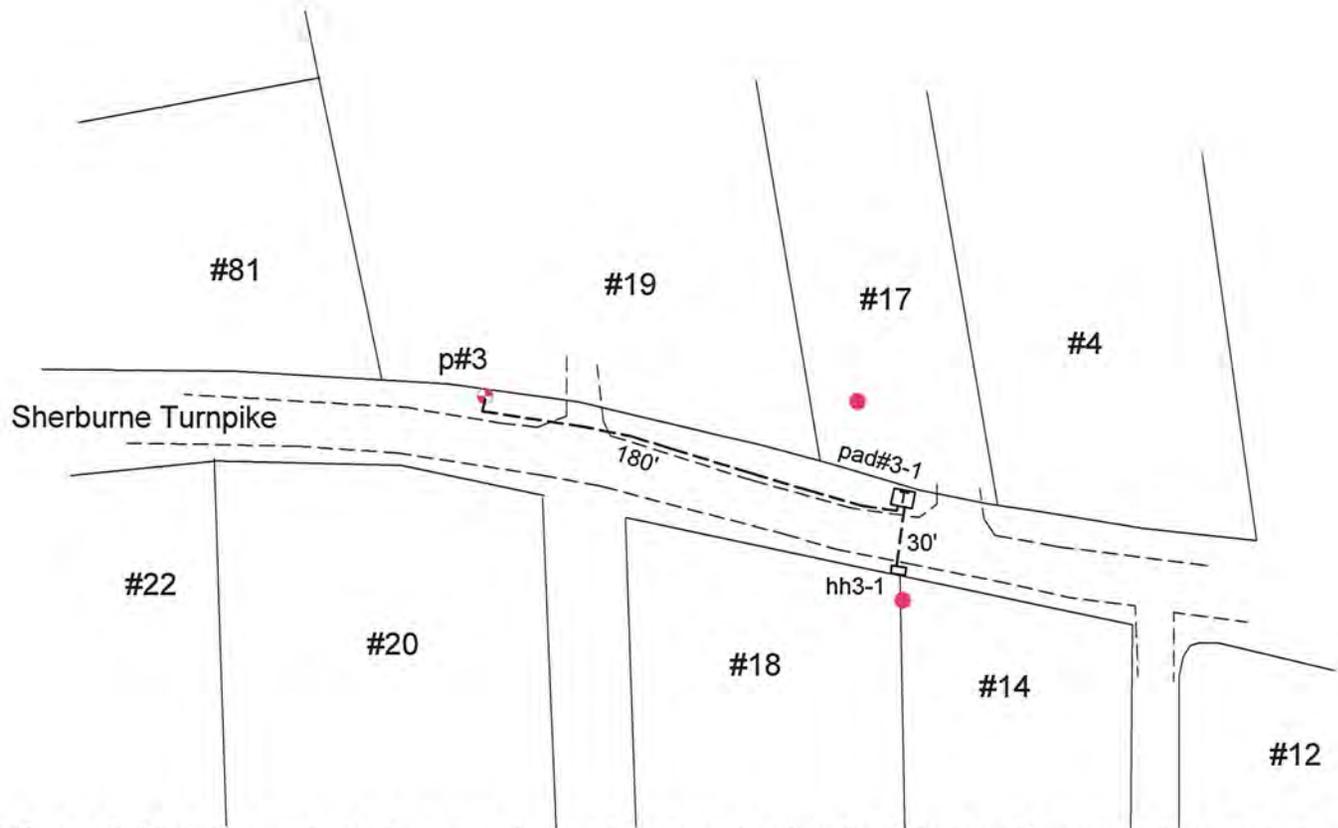
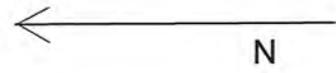
Street(s) SHERBURNE TURNPIKE

Description of Work:

INSTALL TRANSFORMER BOX PAD, HANDHOLE
& 210' OF CONDUIT ENCASED IN CONCRETE

ENGINEER Jim Husley

DATE 10/10/2019



National Grid contractor and customer to install transformer boxpad, handhole and 210' of 2-3" conduit encased in concrete in order to supply electric service to #17 and remove 2 electric poles.

11x17 Supplemental Sketch	
nationalgrid	
Work Request wr#28998102	Drawn by: Jim Hooley Date: 12/6/2019
Petition Sketch #17 Sherburne Turnpike Nantucket, Ma.	
LEGEND	
	Existing utility pole
	Existing utility pole to be removed
	Handhole
	2-3" sch 40 pvc conduit encased in concrete
	Transformer boxpad
NOTE: Not to Scale	

**ABUTTERS LISTING
NANTUCKET, MA**

Map	Block	Lot	Unit	Owner-s Name	Co Owner-s Name	Address	City	ST Zip	Parcel Location
30		164	1	1 SEITER DEBRA A & CHRISTOPHER J		459 MANSFIELD AVE	DARIEN	CT 06820	22 SHERBURNE TP
30		165		2 STEELMAN LINDA G & C WILLIAM TRS		PO BOX 1354	NANTUCKET	MA 02554	81 CLIFF RD
30		172		3 PIETRAGALLO WILLIAM II TR		2013 FREEDOM TRUST	PITTSBURGH	PA 15218	4 KIMBALL AV
30		172	1	4 MARSHALL MARGARET D TRUSTEE	SHERBURNE REALTY TRUST	47 ASH TREE LANE	NEW CANAAN	CT 06840	17 SHERBURNE TP
30		173		5 CARNEAL GEORGE U & SUSAN M TR	CARNEAL NANTUCKET TRUST	1148 DALEVIEW DR	MCLEAN	VA 22102	19 SHERBURNE TP
30		174	1	6 BURHAM ALICE B		239 WHITE OAK SHADE RD	NEW CANAAN	CT 06840	12- SHERBURNE TP
30		195		7 RUBIN JOAN G TR	JOAN G RUBIN MASS RTY TRUST	17630 BOCAIRE WAY	BOCA RATON	FL 33487	20 SHERBURNE TP
30		196		8 MP NANTUCKET LLC		1 MAIN STREET STE 202	CHATHAM	NJ 07928	18 SHERBURNE TP
30		197		9 READ MARGARET G & PHILIP W		14 SHERBURNE TP	NANTUCKET	MA 02554	14 SHERBURNE TP

$$\begin{array}{r}
 \$6.80 \\
 + \quad 9 \\
 \hline
 \$61.20
 \end{array}$$



Agenda Item Summary

Agenda Item #	IX. 4.
Date	2/19/2020

Staff

Amy Baxter, Licensing Administrator

Subject

New Liquor License Application – Nantucket Historical Association, Whaling Museum, 15 Broad Street

Executive Summary

The Nantucket Historical Association is applying for a New Annual General-On-Premise All Alcohol Liquor License for The Whaling Museum and property at 15 Broad Street. A General-On-Premise License does not require a Common Victualler or food service as would a restaurant. Other establishments with this license type include The Dreamland Theatre, White Heron Theatre and the Chicken Box.

Staff Recommendation

The Licensing and Permits Office has been working with the Whaling Museum to put together the best plan for their growing business and operations. In the past The Whaling Museum filed for temporary One (1) Day Pouring Licenses to cover special events. The State limit is no more than 30 One (1) Day Licenses a year. Per Nantucket Regulations, Chapter 250, a One-Day Pouring Licenses are to be issued primarily to applicants sponsoring functions that are not held more than once annually. Except for applicants that are in the business of catering or accommodating individual functions, one-day licenses are not intended as an alternative to a seasonal or annual liquor license.

In addition, per State Law and MGL 138, publically accessed building such as the Whaling Museum must be licensed for any and all alcohol service to include traditionally private events such as weddings or family gatherings. The Museum is frequently used as a special event venue and therefore would possibly exceed the limit of temporary permits. It is recommended they operate with a full liquor license to bring the facility into full compliance.

Comments and Consideration:

- 1) Pursuant to MGL c. 138, §23 and Ballarin v. Licensing Board of Boston, decisions of the Local Licensing Authority must be based on reasonable grounds;
- 2) ABCC and courts prefer findings be based on the following:

The appropriateness of a liquor license at a particular location

- The Whaling Museum is in the downtown Historic District and within walking distance of the majority of restaurants, shops and transportation for the island.



The number of existing dispensaries in Town

Annual Package Stores – Wine & Malt:	4
Annual Package Stores – All Alcohol:	5
Seasonal Package Stores – Wine & Malt:	3
Seasonal Package Stores – All Alcohol:	4
Annual On Premise Licenses:	43
Seasonal On-Premise Licenses:	40

The views of the inhabitants of the locality in which a license is sought

- No written comments have been received and no history of complaints for past events at this facility.

Traffic, noise, size (typically applies to a new location)

- As noted above, The Whaling Museum is in the heart of the Historic District and is a stop for public transportation. It has been operating at this location for decades and was expanded and restored in 2005.

The sort of operation that carries the license

- The Nantucket Historical Association is a local non-profit organization formed in 1894 and the Whaling Museum is a popular tourist destination and special event venue in addition to operating as a museum.

The reputation of the applicant

- Impeccable reputation and very compliant with all state and local regulations.

Background/Discussion

n/a

Impact: Environmental **Fiscal** **Community** **Other**

n/a

Board/Commission Recommendation

n/a

Public Outreach

Advertised two weeks in the I&M

Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

n/a

Attachments

New Liquor License ABCC Application; Select Board Liquor License Public Hearing Process



Board of Selectmen Liquor License Public Hearing Process

Liquor License Public Hearing Process

1. The chairman opens the public hearing and may outline the procedure to be followed.
2. The applicant reviews their pending application.
3. Public comment is taken.
 - If applicable, read into record any written objections received from school, church or hospital located within 500 feet.
4. The chairman invites questions from the Board and closes the public hearing.
5. The Board makes a decision to approve or deny.
6. Pursuant to MGL c. 138, §23 and Ballarin v. Licensing Board of Boston, denials must be based on reasonable grounds; ABCC and courts prefer findings based on:
 - the appropriateness of a liquor license at a particular location
 - the number of existing dispensaries in Town
 - the views of the inhabitants of the locality in which a license is sought
 - traffic, noise, size (typically applies to a new location)
 - the sort of operation that carries the license
 - the reputation of the applicant
7. A written decision is required to be sent to the applicant. No need for reasons if the application is simply approved, but if there is a denial or conditions are imposed, the reasoning for this is required to be in the decision. Therefore, the Board should vote on basis for denial or conditions as well [concerns with traffic, another licensee located adjacent to property, limiting hours, etc.].



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Nantucket

City/Town

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/
Directors/LLC Managers
- Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

APPLICANT INFORMATION

Name of Licensee DBA

Street Address

Manager

Granted under Special Legislation? Yes No

If Yes, Chapter

of the Acts of (year)

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

DESCRIPTION OF PREMISES Complete description of the licensed premises

The premises to be licensed will include the first and second floor, as well as the rooftop, of the Whaling Museum. It will also include the side lawn on N. Water Street. The first floor has 5 rooms which include the lobby, Gosnell Hall, the Candle Factory, the Discovery Room and the Williams Forsyth Gallery. The second floor has 5 rooms which include the Candle Factory, the Nantucket Corner Gallery, the Scrimshaw Gallery, and the McCausland Gallery, as well as the Mezzanine.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date Time

Advertised Yes No Date Published Publication

Abutters Notified: Yes No Date of Notice

Date APPROVED by LLA Decision of the LLA

Additional remarks or conditions (E.g. Days and hours)

For Transfers ONLY:
Seller License Number: Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director



January 29, 2020

Dear Chair Dawn Holdgate and Select Board,

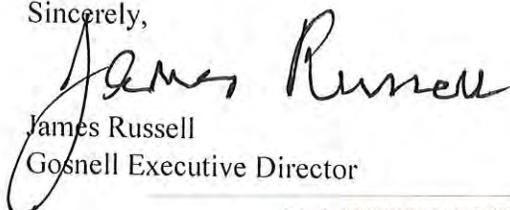
The Nantucket Historical Association (NHA) hereby submits our application to obtain a liquor license. The NHA proposes to offer beer, wine and a full bar option on a discretionary basis for special programming, fundraising events and venue rentals.

The NHA is a nonprofit cultural organization formed in 1894. Its mission is to "preserve and interpret the history of Nantucket through its programs, collections, and properties, in order to promote the island's significance and foster an appreciation of it among all audiences." Open twelve months of the year, the organization offers a comprehensive suite of programs for island residents, and welcomed 110,000 visitors in 2019. This includes a base of over 3,000 members. The organization supports 40 FTEs. The NHA partners with over 50 local and regional non-profit organizations and educational institutions in collaborative ways to deliver on its mission. Core goals of the NHA are to invest in our community; seek highest and best uses for our properties; and deepen our financial and organization strength.

The NHA hosts a variety of events throughout the year which is a vital component to the organization's annual operations. All of these events provide financial support, as well as allow the organization to widen its donor base while stewarding existing donors. In terms of frequency, these events fall into 4 categories and in the following descending order: 1) NHA programs such as exhibition openings, lectures and presentations, 2) NHA fundraising events such as Festival Wreaths and Trees, 3) community-partner programs such as the Book Festival closing party, Moby Dick Rehearsed with Theatre Workshop of Nantucket, etc, and 4) paid events such as corporate holiday parties and private events. Interestingly, paid private programs make up the smallest category in terms of number of events. In 2018 and 2019, the 30 one-day pouring permits were met, restricting the NHA from serving alcohol at other programs (eg. Annual Meeting, member exhibition openings, etc.) Importantly it must be noted that the clientele attending NHA events are well behaved and mindful of their environment. No formal complaints have been made against the NHA, per understanding of Management.

The NHA must prioritize events that generate income for the association. As such, fundraising events and rental event income generates significant funds, thus reducing the reliance on philanthropy. It is our contention that the quality of the experience at these small to mid-sized programs will be increased if alcohol was to be made available.

Sincerely,


James Russell
Gosnell Executive Director

NANTUCKET HISTORICAL ASSOCIATION

P.O. BOX 1016, NANTUCKET, MA 02554-1016 / TEL. 508-228-1894 / FAX 508-228-5618 / www.nha.org



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Nantucket

City/Town

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/
Directors/LLC Managers
- Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

APPLICANT INFORMATION

Name of Licensee DBA

Street Address

Manager

Granted under Special Legislation? Yes No

If Yes, Chapter

of the Acts of (year)

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

DESCRIPTION OF PREMISES Complete description of the licensed premises

The premises to be licensed will include the first and second floor, as well as the rooftop, of the Whaling Museum. It will also include the side lawn on N. Water Street. The first floor has 5 rooms which include the lobby, Gosnell Hall, the Candle Factory, the Discovery Room and the Williams Forsyth Gallery. The second floor has 5 rooms which include the Candle Factory, the Nantucket Corner Gallery, the Scrimshaw Gallery, and the McCausland Gallery, as well as the Mezzanine.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date Time

Advertised Yes No Date Published Publication

Abutters Notified: Yes No Date of Notice

Date APPROVED by LLA Decision of the LLA

Additional remarks or conditions (E.g. Days and hours)

For Transfers ONLY:
Seller License Number: Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="\$12 General On-Premises"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

The Nantucket Historical Association is applying for an all alcoholic beverage, year-round liquor license. The non-profit organization hosts fundraising events, as well as private event rentals which will take place in the museum, on the rooftop of the museum, or in the side yard (North Water Street) of the museum.

Is this license application pursuant to special legislation? Yes No Chapter Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name	<input type="text" value="Nantucket Historical Association"/>	FEIN	<input type="text" value="04-6003451"/>
DBA	<input type="text"/>	Manager of Record	<input type="text" value="James Russell"/>
Street Address	<input type="text" value="15 Broad Street/PO Box 1016"/>		
Phone	<input type="text" value="508-228-1894 ext. 121"/>	Email	<input type="text" value="jrussell@nha.org"/>
Alternative Phone	<input type="text" value="508-641-2366"/>	Website	<input type="text" value="www.nha.org"/>

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

The premises to be licensed will include the first and second floor, as well as the rooftop, of the Whaling Museum. It will also include the side lawn on N. Water Street. The first floor has 5 rooms which include the lobby, Gosnell Hall, the Candle Factory, the Discovery Room, and the Williams Forsyth Gallery. The second floor has 5 rooms which include the Candle Factory, the Nantucket Corner Gallery, the Scrimshaw Gallery, and the McCausland Gallery, as well as the Mezzanine.

Total Square Footage:	<input type="text" value="19,435"/>	Number of Entrances:	<input type="text" value="1"/>	Seating Capacity:	<input type="text" value="150"/>
Number of Floors	<input type="text" value="3"/>	Number of Exits:	<input type="text" value="8"/>	Occupancy Number:	<input type="text" value="800"/>

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:	<input type="text" value="Rebecca Miller"/>	Phone:	<input type="text" value="508-228-1894 ext. 122"/>
Title:	<input type="text" value="Board Liaison & Director of Administrative Services"/>	Email:	<input type="text" value="rmiller@nha.org"/>

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure: Non-Profit Association; Date of Incorporation: 1894; State of Incorporation: Massachusetts; Is the Corporation publicly traded? No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal: James Russell; Residential Address: 12 Liberty Street, Nantucket, MA 02554; SSN: [Redacted]; DOB: [Redacted]

Title and or Position: Gosnell Executive Director; Percentage of Ownership: 0%; Director/ LLC Manager: Yes; US Citizen: Yes; MA Resident: Yes

Name of Principal: Kelly Williams; Residential Address: 288 Sandpiper Drive, Palm Beach, FL 33480; SSN: [Redacted]; DOB: [Redacted]

Title and or Position: President; Percentage of Ownership: 0%; Director/ LLC Manager: No; US Citizen: Yes; MA Resident: No

Name of Principal: David Worth; Residential Address: 19 Long Pond Drive, Nantucket, MA 02554; SSN: [Redacted]; DOB: [Redacted]

Title and or Position: Vice President; Percentage of Ownership: 0%; Director/ LLC Manager: No; US Citizen: Yes; MA Resident: Yes

Name of Principal: Sarah Alger; Residential Address: 7 Carew Lane, Scosnet, MA 02564; SSN: [Redacted]; DOB: [Redacted]

Title and or Position: Clerk; Percentage of Ownership: 0%; Director/ LLC Manager: No; US Citizen: Yes; MA Resident: Yes

Name of Principal: William Boardman; Residential Address: 150 Main Street, Nantucket, MA 02554; SSN: [Redacted]; DOB: [Redacted]

Title and or Position: Treasurer; Percentage of Ownership: 0%; Director/ LLC Manager: No; US Citizen: Yes; MA Resident: Yes

Additional pages attached? Yes

CRIMINAL HISTORY: Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
			Nantucket

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

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

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Own

Landlord Name N/A

Landlord Phone N/A

Landlord Email N/A

Landlord Address N/A

Lease Beginning Date N/A

Rent per Month N/A

Lease Ending Date N/A

Rent per Year N/A

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	<input type="text"/>
B. Purchase Price for Business Assets	<input type="text"/>
C. Other * (Please specify below)	property value
D. Total Cost	approx. \$39,000,000

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
N/A	
Total	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
N/A			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

N/A

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* Yes No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? Yes No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
9/5/17	----	Executive Director	Nantucket Historical Association	NHA Board of Trustees
2008	2017	President & CEO	New Bedford Whaling Museum	NBWM Board of Trustees
2004	2008	Director of Development	International Yacht Restoration School	Terry Nathan
2000	2004	Director, Dev & Marketing	Herreshoff Marine Museum	Halsey Herreshoff

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

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

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?
 If yes, please fill out section 11.

Yes No

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

NONE

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
 If yes, attach an affidavit providing the details of any and all convictions.

Yes No

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

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

11F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee? Yes No
- b. Will the licensee retain control of the business finances? Yes No
- c. Does the management entity handle the payroll for the business? Yes No

d. Management Term Begin Date e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

- \$ per month/year (indicate amount)
- % of alcohol sales (indicate percentage)
- % of overall sales (indicate percentage)
- other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:
Title:
Date:

Management Agreement Entity Officer/LLC Manager

Signature:
Title:
Date:

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

The Nantucket Historical Association (NHA) is a nonprofit cultural organization formed in 1894. Its mission is to "preserve and interpret the history of Nantucket through its programs, collections, and properties, in order to promote the island's significance and foster an appreciation of it among all audiences." Open twelve months of the year, the organization offers a comprehensive suite of programs for island residents, and welcomed 110,000 visitors in 2019. This includes a base of over 3,000 members. The organization supports 40 FTEs. The NHA partners with over 50 local and regional non-profit organizations and educational institutions in collaborative ways to deliver on its mission. A few of our core goals of the NHA are to invest in our community; seek highest and best uses for our properties; and deepen our financial and organization strength.

The NHA hosts a variety of events throughout the year which is a vital component to the organization's annual operations. All of these events provide financial support, as well as allow the organization to widen its donor base while stewarding existing donors. In terms of frequency, these events fall into 4 categories and in the following descending order: 1) NHA programs such as exhibition openings, lectures and presentations, 2) NHA fundraising events such as Festival Wreaths and Trees, 3) community-partner programs such as the Book Festival closing party, Moby Dick Rehearsed with Theatre Workshop of Nantucket, etc, and 4) paid events such as corporate holiday parties and private events. Interestingly paid private programs make up the smallest category in terms of number of events. In 2018 and 2019, the 30 one-day pouring permit were met restricting the NHA from offering additional revenue producing programs. Importantly it must be noted that the clientele attending NHA events are well behaved and mindful of their environment. No formal complaints have been made against the NHA, per understanding of Management.

The NHA must prioritizes events that generate income for the association. As such, fundraising events and rental event income generates significant funds, thus reducing the reliance on philanthropy. It is our contention that the quality of the experience at these small to mid-sized programs will be increased if alcohol was to be made available.

The NHA proposes to offer beer, wine and a full bar option on a discretionary basis for special programming, fundraising events and venue rentals.

APPLICANT'S STATEMENT

I, James Russell the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of Nantucket Historical Association
Name of the Entity/Corporation

hereby submit this application (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 statements 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 are in compliance with state and local laws and regulations;
- (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 ownership 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.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: James Russell

Date: Jan 28, '20

Title: Gosnell Executive Director

CORPORATE VOTE

The Board of Directors or LLC Managers of
Entity Name

duly voted to apply to the Licensing Authority of
City/Town and the
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on
Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

"VOTED: To authorize
Name of Person

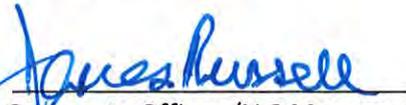
to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint
Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

For Corporations ONLY
A true copy attest,


Corporate Officer /LLC Manager Signature

Corporation Clerk's Signature

JAMES RUSSELL
(Print Name)

(Print Name)

ADDENDUM A

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Nantucket Historical Association

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

NA

Name of Principal

Victoria McManus

Residential Address

340 Royal Poinciana Way, Suite 317-115, Palm Beach

SSN

[REDACTED]

DOB

[REDACTED]

Title and or Position

Vice President

Percentage of Ownership

0%

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

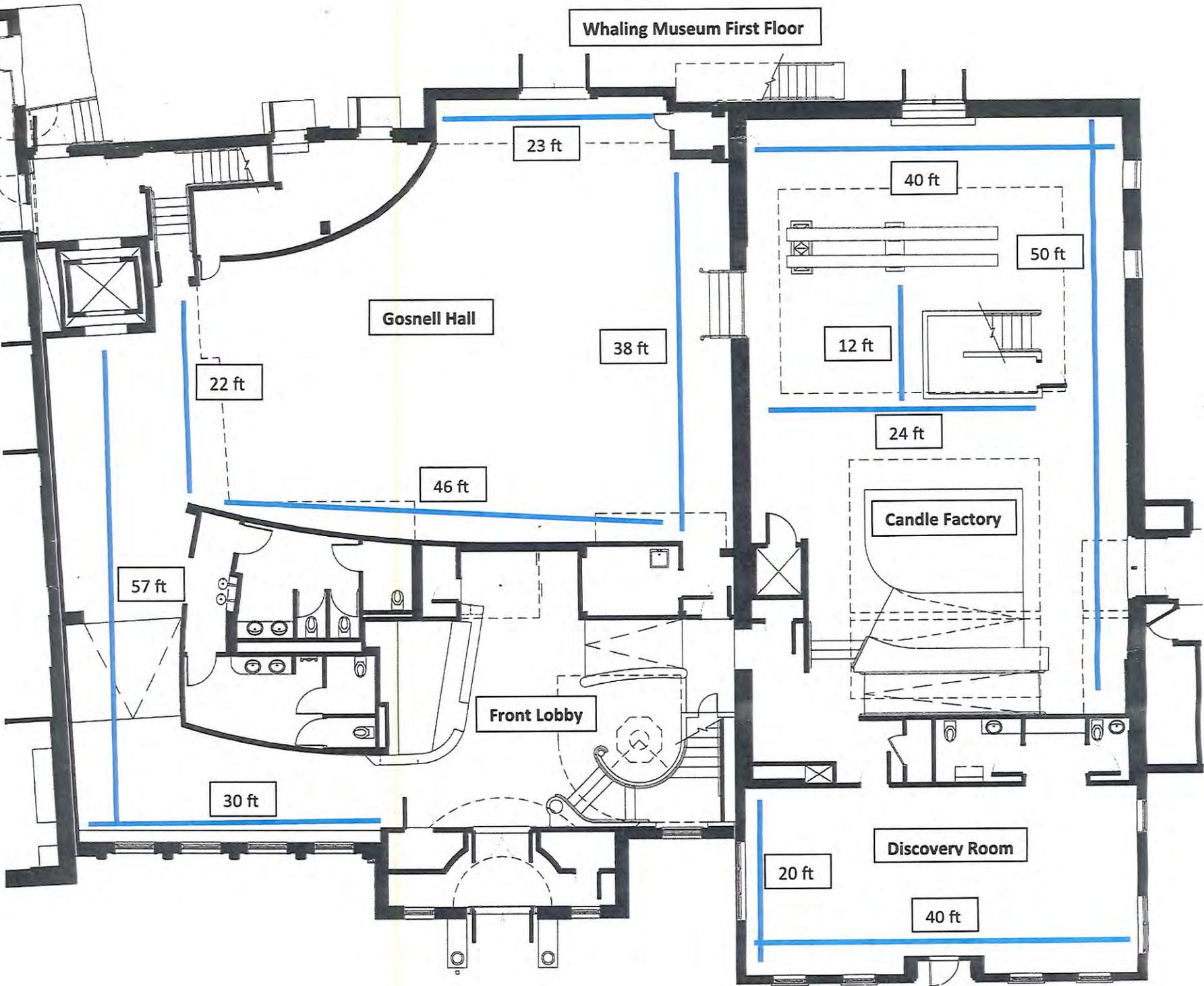
Yes No

CRIMINAL HISTORY

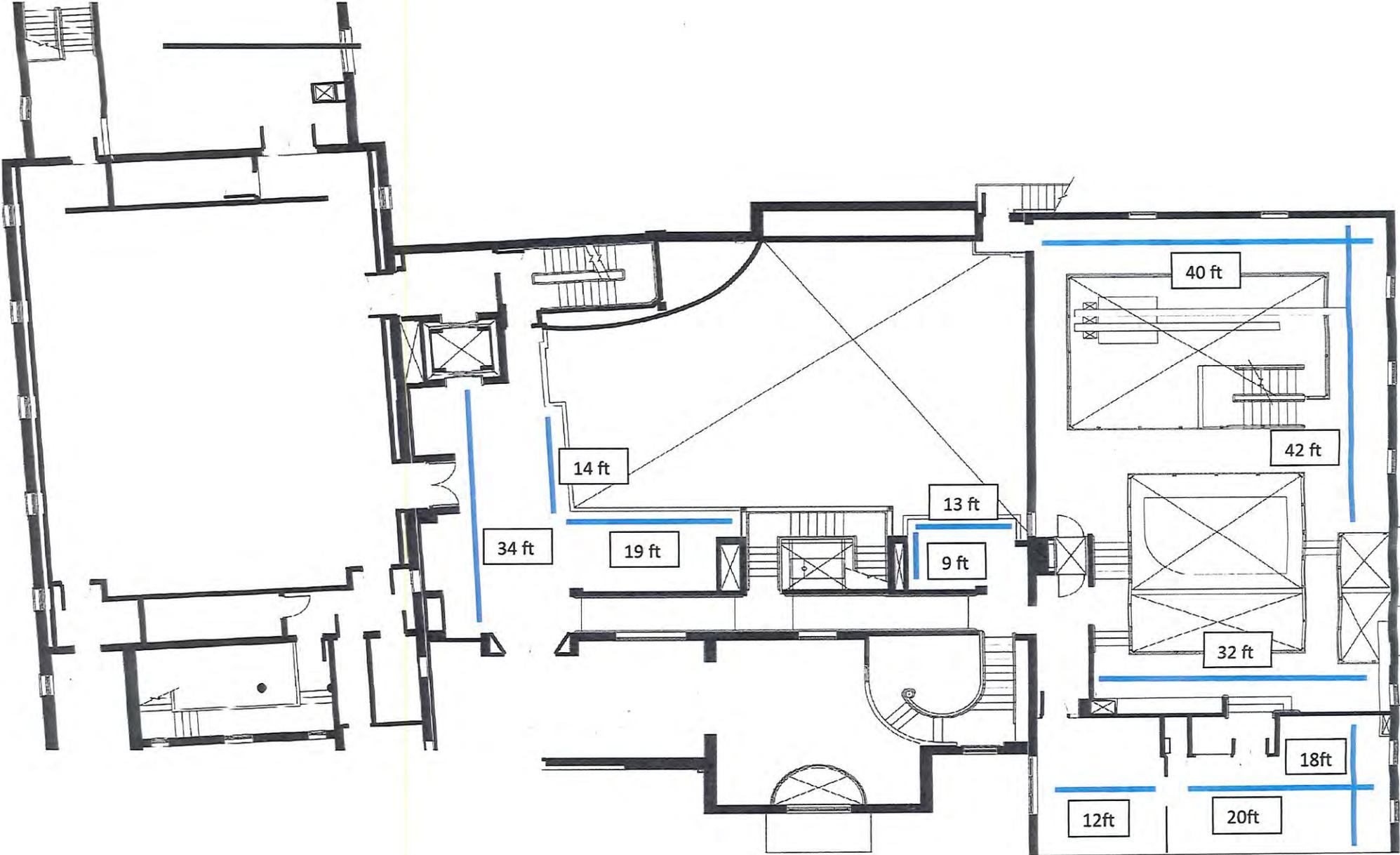
Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

Yes No

Whaling Museum First Floor



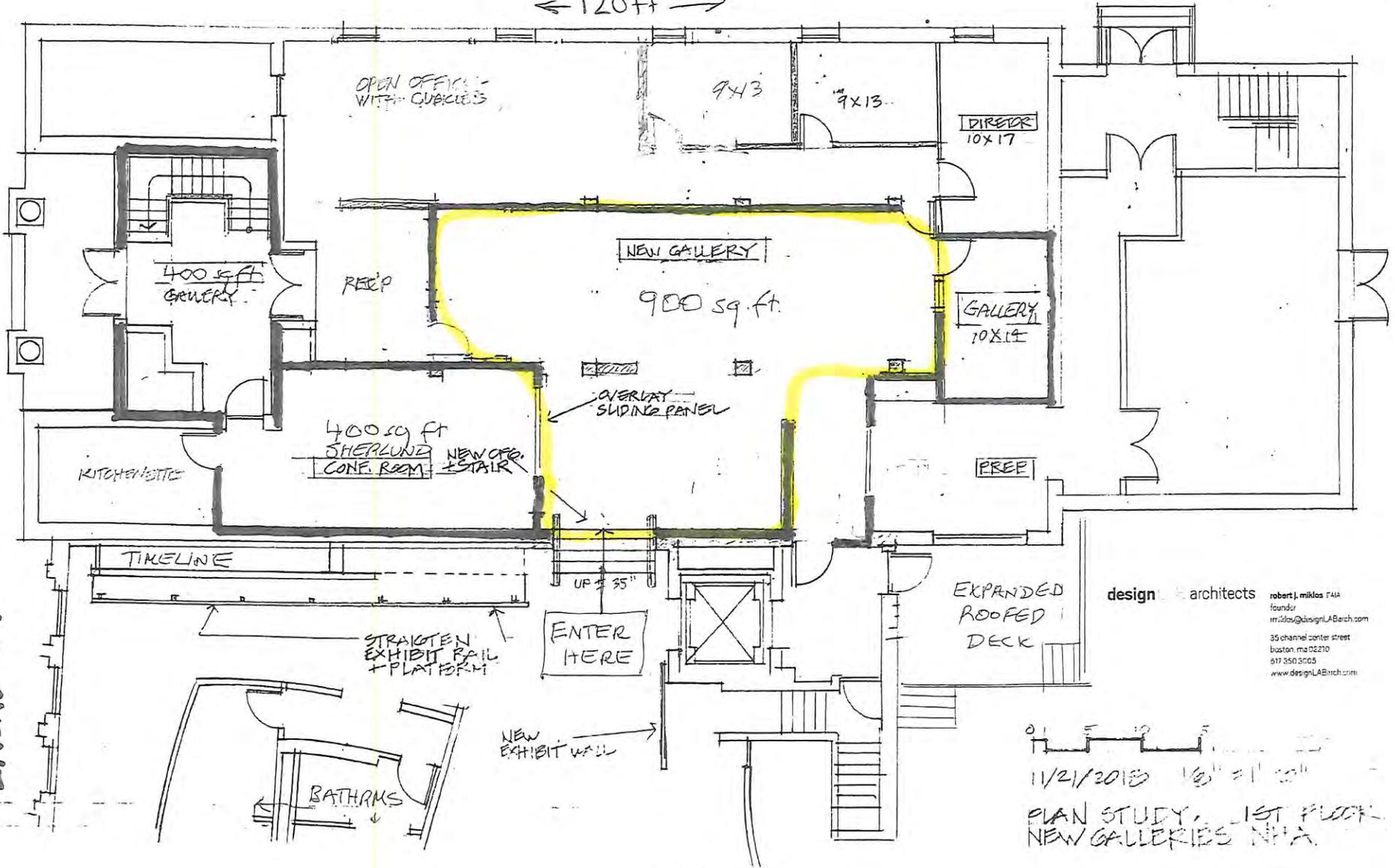
Whaling Museum Second Floor



North Water Street

Outside Yard } 30ft } 3600sq ft

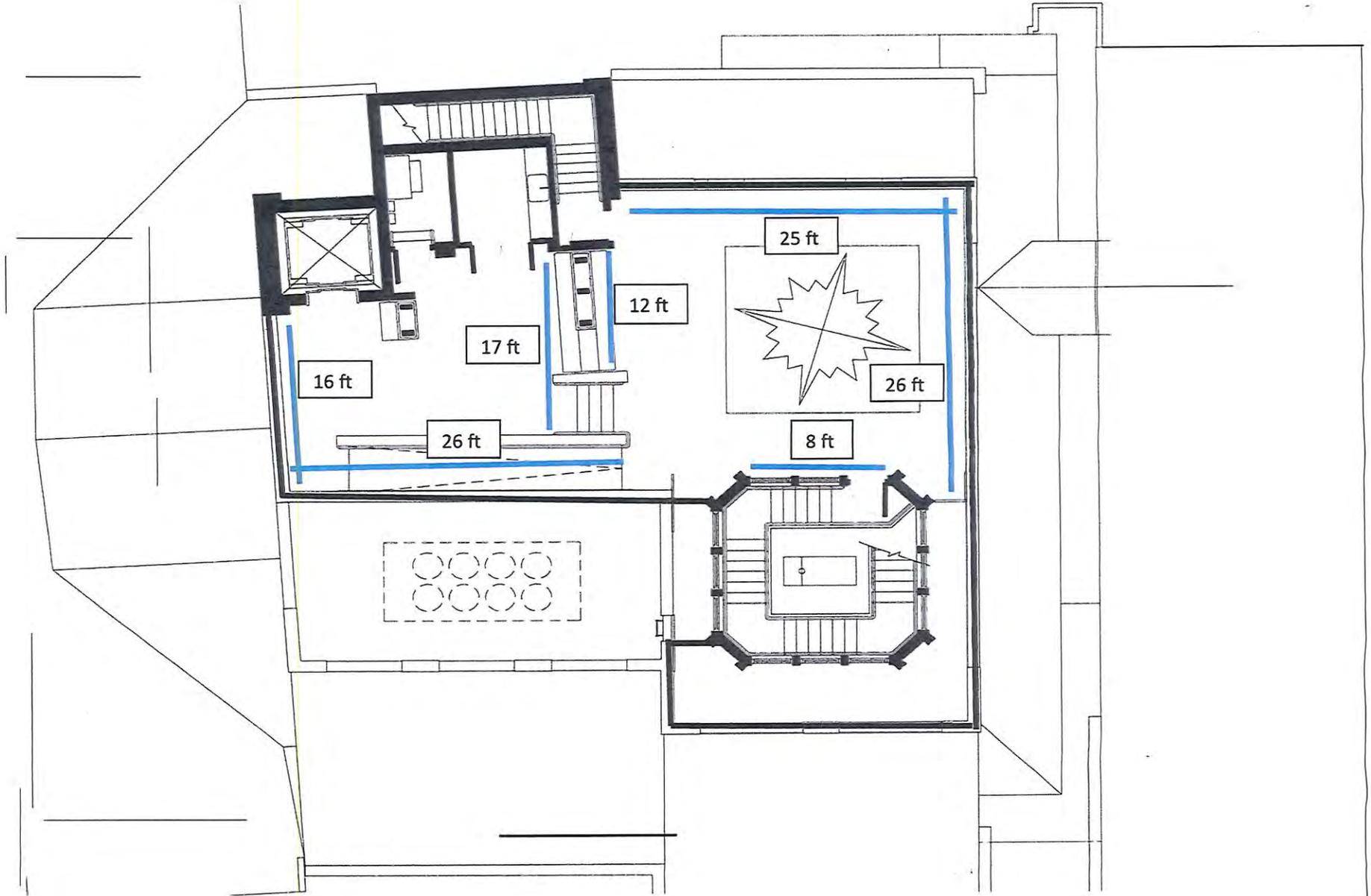
← 120ft →



design architects
 robert j. miklos F.A.I.A.
 founder
 rmiklos@designLABarch.com
 35 channel center street
 boston, ma 02210
 617.350.3065
 www.designLABarch.com

11/21/2013 1/8" = 1' 0"
 PLAN STUDY, 1ST FLOOR
 NEW GALLERIES NHA

Rooftop Observation Deck





MEMO

TO: Town Manager

FROM: Mike Burns, AICP
Traffic Safety Work Group

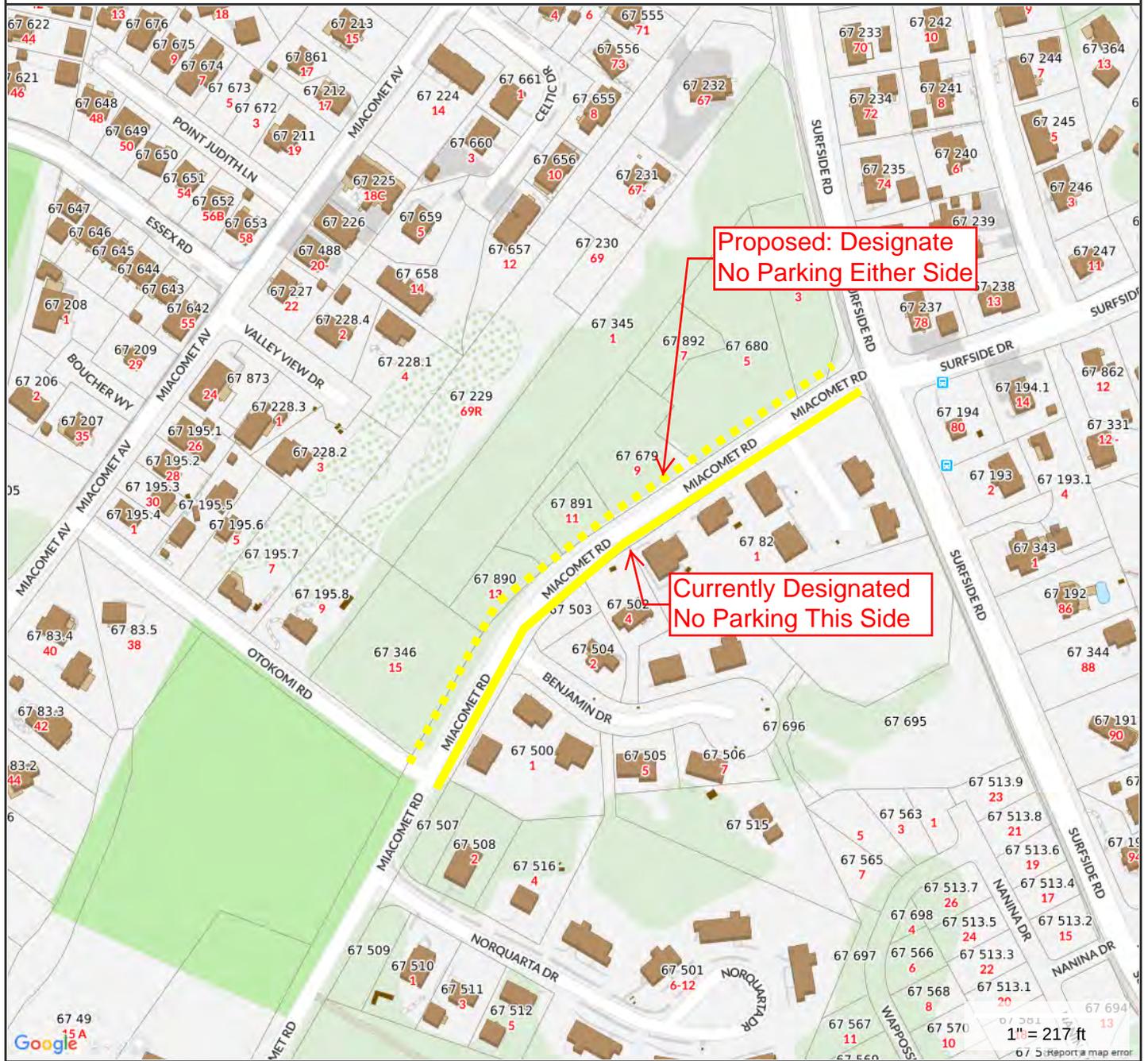
DATE: February 13, 2020

RE: Recommendations Requiring Select Board Action

Traffic Safety has recommended the following that may require Select Board approval:

1. Miacomet Road between Surfside Road and Otokomi Road - designate as no parking either side (currently no parking on south side of Miacomet Road).
2. 15 Swain Street - install a No Parking Yellow Line in front of the Brant Point Courtyard archway and in front of unit 5A.
3. Centre Street - India Street to Hussey Street - extend designation of one-way northwest bound section from India Street to Hussey Street. Proposed two-way section would be between Broad Street and Hussey Street.
4. Broad Street - Change newly approved (7/10/19) loading zone end time on Broad Street in front of Brotherhood from 4PM to 12PM. Reverse 7/10/19 Select Board decision to eliminate existing loading zone on Broad Street at Centre Street to have two loading zones on Broad Street.

Miacomet Road



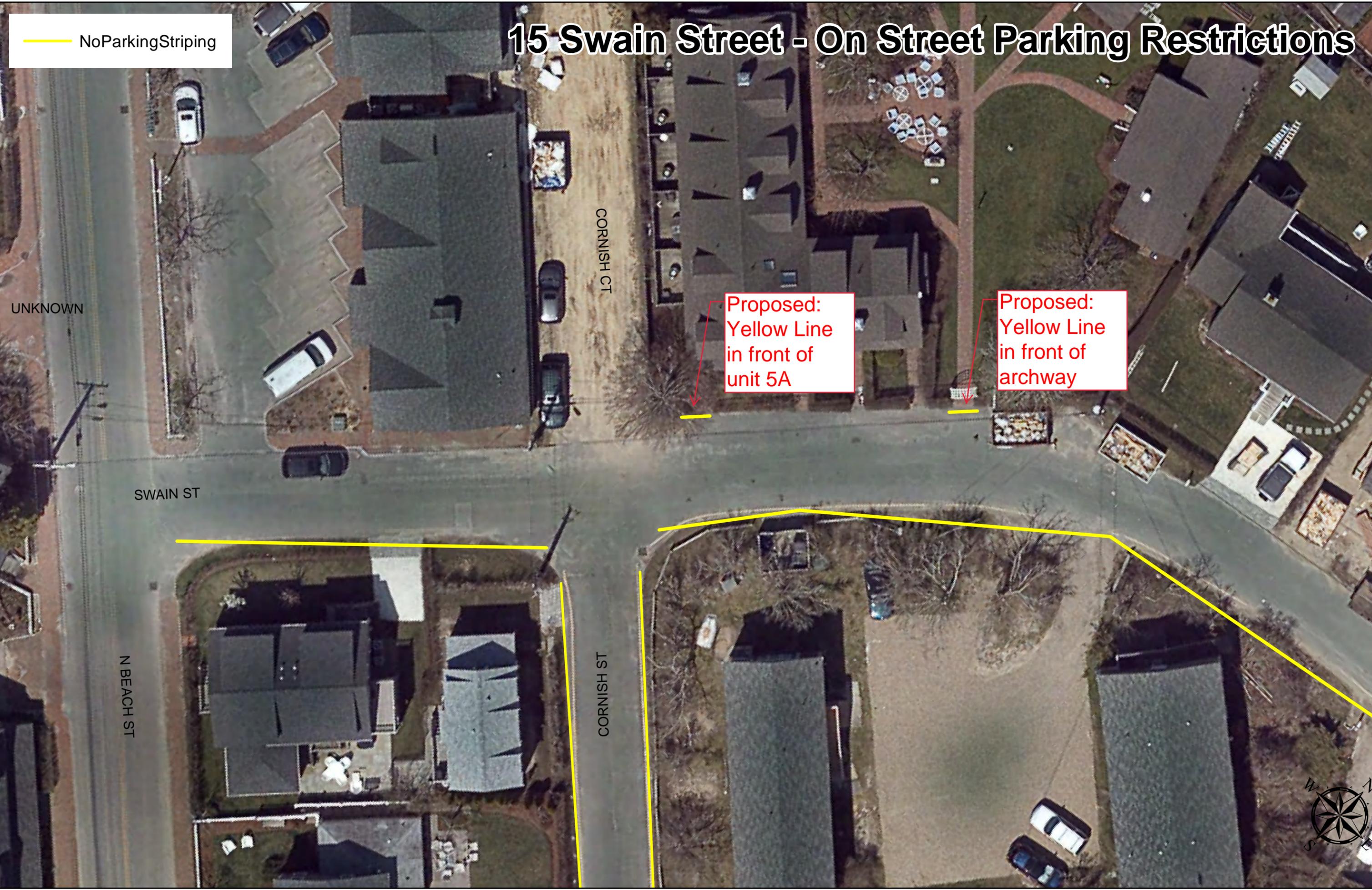
**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

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 08/02/2018
Properties updated 08/27/2018

— NoParkingStriping

15 Swain Street - On Street Parking Restrictions



UNKNOWN

SWAIN ST

N BEACH ST

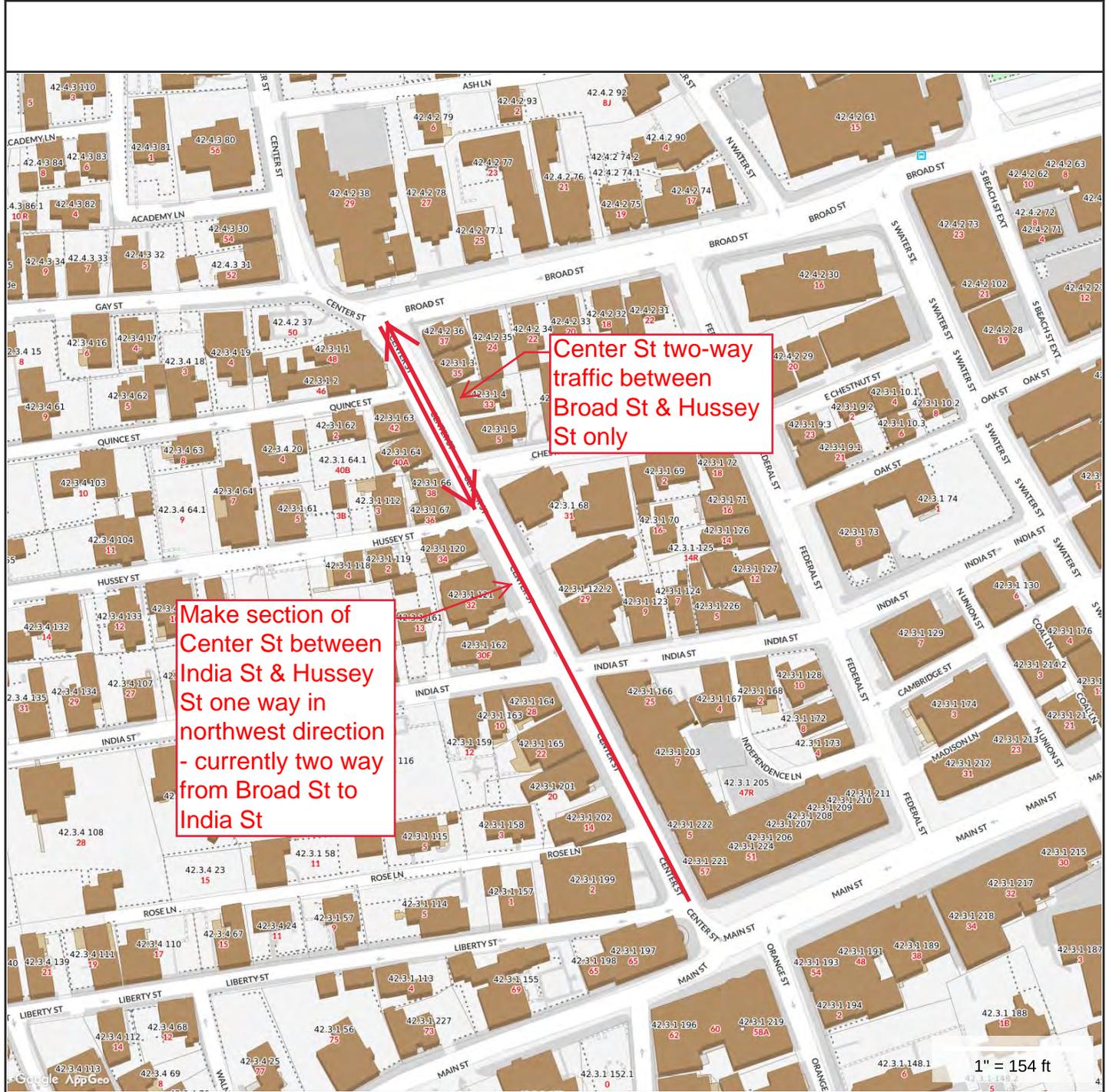
CORNISH CT

CORNISH ST

Proposed:
Yellow Line
in front of
unit 5A

Proposed:
Yellow Line
in front of
archway





**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

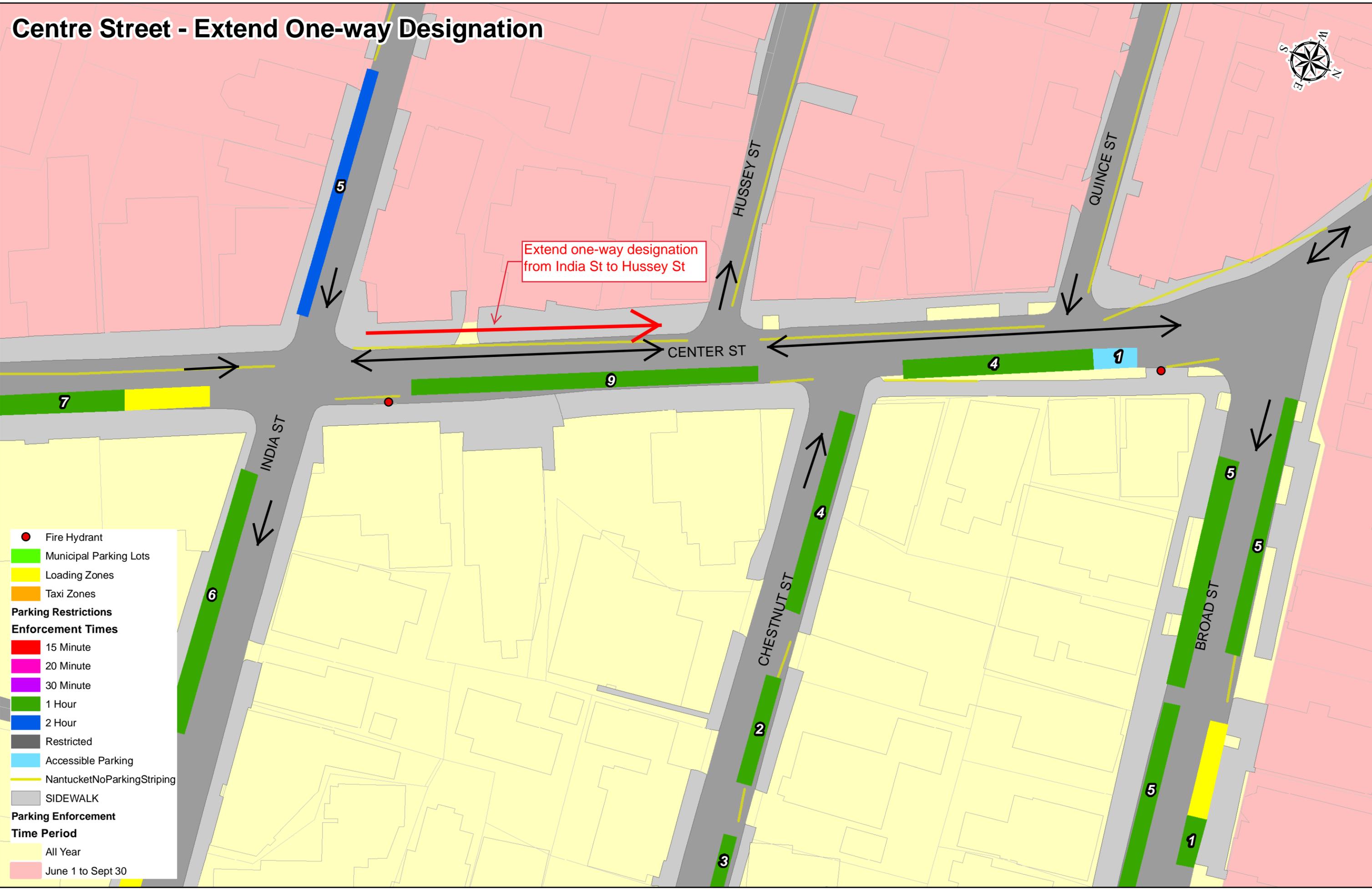
Town and County of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/13/2018
Data updated 11/19/2018

Centre Street - Extend One-way Designation



Extend one-way designation from India St to Hussey St



- Fire Hydrant
- Municipal Parking Lots
- Loading Zones
- Taxi Zones
- Parking Restrictions**
- Enforcement Times**
- 15 Minute
- 20 Minute
- 30 Minute
- 1 Hour
- 2 Hour
- Restricted
- Accessible Parking
- NantucketNoParkingStriping
- SIDEWALK
- Parking Enforcement**
- Time Period**
- All Year
- June 1 to Sept 30

Option 1 - Relocate Loading Zone to Mid-Block Crosswalk

At its July 10, 2019 meeting, the Select Board voted to relocate loading zone on Broad Street at Center Street to north side of Broad Street east of the existing mid-block crosswalk and relocate the midblock crosswalk to the west side of Broad Street at the Federal Street intersection.

- Crosswalk
- Parking Restrictions**
- Enforcement Times**
- 15 Minute
- 20 Minute
- 30 Minute
- 1 Hour
- 2 Hour
- Disabled Parking
- Restricted
- Taxi Zones
- Loading Zones



Option 1 - Relocate Loading Zone to Mid-Block Crosswalk

Lowell Broad St
Loading Zone
Proposal to
TSWG

- Crosswalk
- Parking Restrictions**
- Enforcement Times**
- 15 Minute
- 20 Minute
- 30 Minute
- 1 Hour
- 2 Hour
- Disabled Parking
- Restricted
- Taxi Zones
- Loading Zones

New Loading Zone -
change time to
8AM to 12PM
(2 Parking Spaces)

Install Crosswalk

Remove Crosswalk

8AM to 4PM

Keep Existing Loading
Zone, 8AM to 4PM
(2 Parking Spaces)

GAY ST

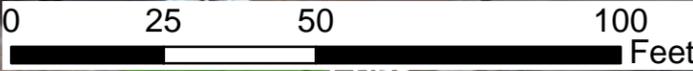
CENTER ST

QUINCE ST

BROAD ST

N WATER ST

FEDERAL ST



Monthly Town Management Activities Report February 19, 2020

Highlights (major projects):

Plans/Reports/Studies

- Coastal Resiliency Plan – process with Coastal Resiliency Adv Committee
- Strategic Plan (implementation)
- Sustainability Office Structure – working to schedule presentation with SB
- Sewer Master Plan (presentation to Board 3/11)
- Dredge Plan (working to schedule status/scope with SB)
- Community Wildfire Protection Plan (stakeholder mtg 2/14)

Meetings

- FY 21 Budget (Sat session with FinCom)
- Comcast license renewal
- Collective Bargaining negotiations underway for contracts expiring 6/30/20
- Landfill – long-term planning
- Harbor Place (presentation to SB before ATM)
- Sidewalk restoration/preservation
- MMA Annual Conference
- Schedule/projects with Novak Group
- MVP grant for resiliency with historic preservation kick-off meeting

Projects/Other

- Harbormaster Building (status coming to SB March 4)
- Old Fire Station Reuse (short-term); including installation of trailer for additional meeting space (plans being finalized)
- ~~New Fire Station~~
- Senior Center
- Our Island Home – operational model evaluation coming up; interim Admin
- Town Pier
- Community Compact Grant Project: HR and Collective Bargaining BMPs – final report to be sent to Board shortly
- Increased Parking Enforcement prep for 2020
- New Assignment: Strategy re Public Beach Access (per 10/16/19 SB vote) – need to schedule xs
- Plastics Ban Outreach/Public Education
- Employee housing
- 2020 Annual Town Meeting (FinCom)
- L-8 NGrid electrical improvement project & MOA (Valet add-on)
- Commuter Shuttle
- PFAS
- Meeting space
- SMAST Madaket WQ report follow-up
- 2020 ATM (prepping public outreach activities & schedule; e-voting prep)
- TM Feb E-news
- Cybersecurity
- Ticcoma Green prep

Personnel

- Asst DPW Director for Facilities (filled!)
- Capital Projects Manager/Asst FinDir (filled!)



Agenda Item Summary

Agenda Item #	XI. 1.
Date	2/19/2020

Staff

Gregg Tivnan, Assistant Town Manager

Subject

Comcast License Agreement Renewal (2020-2030)

Executive Summary

The Town's 10-year license agreement with Comcast, Inc. to have a Public, Education, and Government (PEG), or "cable access", channel expired on October 19, 2019. Channel 18 is the Town's PEG Channel. Nantucket Community Television (NCTV) is the licensed access provider. For over two years the Town's Cable Access Advisory Committee (CAAC) has been meeting regularly with Counsel and the regional Comcast representative to reach another satisfactory 10-year agreement. This new agreement is beneficial to the Town and offers provisions that strengthen the Town's ability to provide dynamic cable access.

Staff Recommendation

Approval of the 10-year Cable Access License Renewal Agreement, effective February 19, 2020 – February 18, 2030.

Background/Discussion

Per the Cable Communications Act of 1984, Section 626 the issuing authority (the Town) and the cable provider (Comcast) are compelled to reach a renewal agreement through a formal process that takes over 18-24 months to properly conduct. The Town was notified of this formal renewal process via a notice from Comcast dated March 13, 2017. The current license agreement expired on October 19, 2019 but the Town's Cable Access Advisory Committee and Comcast have been working diligently to reach an agreement.

Impact: Environmental Fiscal Community Other

This license agreement allows for the existence of the community PEG channel managed by Nantucket Community Television (NCTV).

Board/Commission Recommendation

Approval of the 10-year Cable Access License Renewal Agreement, effective February 19, 2020 – February 18, 2030.



Public Outreach

n/a

Attachments

Cable Television Renewal License 2020-2030; License Renewal Term Sheet



CABLE TELEVISION RENEWAL LICENSE

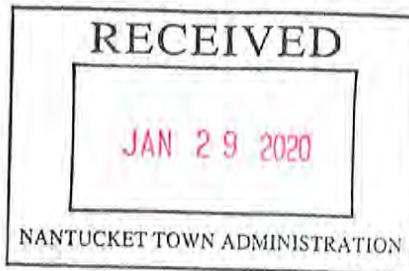
Term Sheet

The language agreements reflected in the new license agreement:

- Term: 10 years (February 19, 2020 – February 18, 2030)
- Capital: \$400,000 over 10 years (\$40,000 annually).
Note: In October CAAC decided against Comcast's proposal of \$100,000 up-front and 1/4% of revenue each of the remaining 9 years.
- Franchise Fee: 5.0%
Note: Currently 3.0%
- Access Channels: Currently Channel 18. Agree to provide one new SD channel and one new HD channel for total of three dedicated Nantucket PEG channels.
Note: "The Licensee shall provide a second (2nd) Standard Definition PEG Access Channel, as may be designated in writing by the Issuing Authority, within twelve (12) months of such written designation by the Issuing Authority."
- HD Channel: Implemented within 36 months of license renewal.
- Dual Carriage (Hub Head) Agreed to relocate the Hub Head from the High School to NCTV studios to allow for remote broadcasting.
- Cable Drops: Removed this section from the license agreement.
Note: Cable Drops are basic cable hook-ups provided by Comcast but now can be used as "in kind services" and deducted from Franchise Fee payments.
- Tree Trimming: Inclusion of tree trimming language to protect the Town.
Note: "Installing, operating, and maintaining equipment, cable and wires, it shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along the routes authorized by the issuing authority."
- Electronic Programming Guide: Comcast agrees to allow the service to happen through a side letter however Comcast does not provide the guide and NCTV would have to subscribe to a third-party provider for each channel; paid by NCTV.
- Senior Discount: Agreed to in a side letter; not a license agreement item.

Future Technology:

“At a minimum, Comcast a Comcast Representative is required to travel to the Town once a year to discuss new cable-related technologies, where and how Comcast has begun or is planning to implement those technologies and the both the need, interest and plans to implement those technologies on Nantucket.”



BY FACSIMILE – (508) 228-7272
BY ELECTRONIC MAIL
AND FIRST CLASS MAIL

Hon. Dawn E. Hill Holdgate and
Members of the Select Board
Nantucket Town Hall
16 Broad Street
Nantucket, MA 02554

Re: Executive Summary of Proposed Comcast Cable Television Renewal License

Dear Members of the Select Board:

This letter is intended to give you an executive summary of the terms of the final cable television renewal license which is being proposed by Comcast. The proposed license is the product of your recent negotiations with Comcast.

(a) Term (Sec. 2.2):

The proposed term is ten (10) years from January 22, 2020, to expire on January 21, 2030. This is the maximum term available for a renewal license under state law (M.G.L. c.166A, §13).

(b) Level Playing Field (Sec. 2.5 (a) – (e)):

Level playing field provisions are standard provisions recognized in contract law, and upheld by courts of law. In the cable television licensing context, they typically provide that if the Select Board issue a license to another cable operator, that additional license must contain approximately equivalent economic burdens and benefits. The level playing field provisions proposed by Comcast in this renewal license have become standard in the industry and were reviewed and revised by me, and in their present wording are acceptable as to legal form. A provision that would have extended level playing field principles to cover non-licensed cable providers in the future was deleted at our insistence.

(c) Service Area (Sec. 3.1 (a); 3.2; 3.4)

The service area will be all residential dwellings within the Town, located within 125 feet of Comcast's distribution plant, and where there is a minimum density of at least thirty (30) homes per aerial mile and forty-five (45) per underground mile. These are good provisions for community of the size and configuration of Nantucket

Hon. Dawn E. Holdgate and
Members of the Select Board
January 27, 2020
Page 2

(d) Video Return Line Locations (Sec. 6.3 and Ex. 6.3)

Live video origination capability will be maintained originating Nantucket High School, Town Hall and the Access Studio.

(e) PEG Access Provider (Sec. 6.2):

The Select Board will identify a PEG Access Provider to provide PEG Access services for the Town.

(f) Protections for the Town/Public Rights:

(i) System Maintenance (Sec. 4.1(b)): The construction, maintenance, operation and repair of the cable system will at all times conform to OSHA, National Electric Safety Code, Massachusetts Electrical Code, and FCC Regulations.

(ii) Signal Quality (Sec. 3.10): Signal quality will at all times comply with FCC regulations.

(iii) Strand Maps (Sec. 4.5): Comcast will maintain a complete set of strand maps and make them available to the Select Board in town upon written request, in written or digital form if such form exists.

(iv) Dig Safe (Sec. 4.7): Comcast will comply with all applicable Dig Safe provisions under state law, M.G.L. c.82, sec. 40)

(v) Indemnification (Sec. 10.3): Comcast will indemnify the Town for all claims or suits arising as a result of Comcast's operation of the cable system pursuant to the license.

(vii) Insurance (Section 10.1 (a)-(d)): Comcast will provide insurance as follows: comprehensive general liability - \$1 Million/\$5 Million; automobile liability - \$1 Million; and worker's comp. Comcast will provide the Select Board with certificates of insurance for all required policies.

(viii) Performance Bond (Sec. 10.2(a)-(b)): Comcast will provide a bond in the amount of \$25,000 to guarantee satisfactory construction, installation, operation and, if necessary, the removal of the cable system, and the restoration of pavements and roads, and indemnity to the Town.

Hon. Dawn E. Holdgate and
Members of the Select Board
January 27, 2020
Page 3

(ix) License Fees (Sec. 7.1(a)): Comcast will pay the standard \$.50 per subscriber license fee to the Town on an annual basis. Under state law and Cable Division rulings, this money may be used for any public purpose.

(g) Subscriber Rights and Consumer Protection:

(i) FCC Customer Service Regulations (Sec. 9.3; 9.4): Comcast will comply with all FCC Customer service regulations, and the Massachusetts Business Practice Standards, regarding telephone response time, repairs, and initial installation of service.

(ii) Consumer Complaint Procedures (Sec. 9.5): Comcast will forward to the Town and to the state Cable Division copies of any complaints it receives. Comcast will also provide the Town with its annual complaint report.

(iii) Protection of Subscriber Privacy (Sec. 9.7): Comcast will provide the protections of subscriber privacy required by the federal Cable Act.

(iv) Customer Service Call Center (Sec.9.1): Comcast will maintain a 24 hour, 7 days a week customer service call center, and a toll free number for Nantucket residents.

(h) PEG Access Support:

(i) PEG Access Channels (Sec. 6.1 (b)): Comcast will to provide one (1) Standard Definition PEG channel and one (1) High Definition channel, and will be located at the HUB from Surfside Road to Bayberry Court within 18 months.

(ii) Annual Operating Support (Sec. 6.4): Comcast will make an annual grant of five percent (5%) of its Gross Annual Revenues from the effective date through to the license term.

(iii) PEG Access Capital Contribution (Sec. 6.5): Comcast will pay on an annual basis, no later than February of each year, equipment and facilities (capital) funding in the amount of \$40,000 per year, for a ten-year total of \$400,000 for the duration of the license.

(j) License Enforcement (Sec. 9.8 and 9.10):

(i) Public Hearing And Liquidated Damages (Article 12): If the Issuing Authority believes that Comcast is in default, it must first notify Comcast in writing by certified mail, and if Comcast has not satisfactorily responded within thirty (30) days, the Issuing Authority may then call a public hearing (Section 12.1(c)). If, following the hearing, the Issuing Authority determines that a material breach in the license has occurred, it may exercise the options listed in Section 12.1(d),

Hon. Dawn E. Holdgate and
Members of the Select Board
January 27, 2020
Page 4

including seeking injunctive relief, a contract claim at law, license revocation, or the imposition of liquidated damages for certain specified breaches, as produced in Section 12.2.

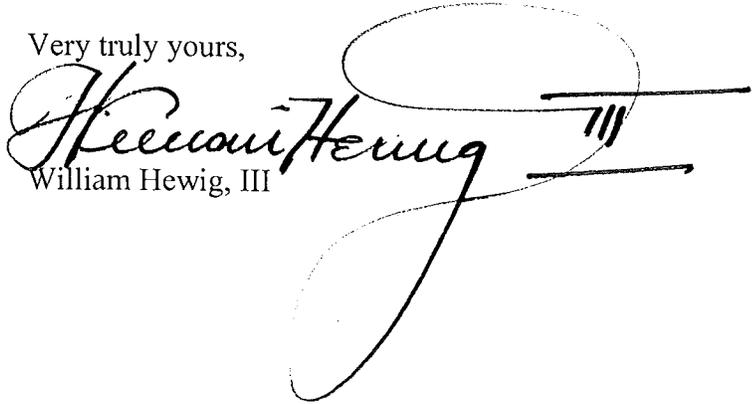
Conclusion

I have reviewed the January 2020 Comcast proposed renewal license, and I find that it is consistent with the substantive terms as negotiated by and agreed to between Comcast and your cable negotiators, and that they are acceptable as to legal form. Accordingly, I recommend the Comcast renewal license for acceptance by the Selectmen, with the following vote:

MOVED THAT THE TOWN OF NANTUCKET SELECT BOARD GRANT THE TEN-YEAR CABLE LICENSE TO COMCAST COMMUNICATION MANAGEMENT, LLC, DATED JANUARY 8, 2020, A COPY OF WHICH HAS BEEN REVIEWED AND APPROVED BY THE TOWN'S CABLE ADVISORY COMMITTEE AND BY THE TOWN'S CABLE COUNSEL.

I trust that this will be of assistance to you at the present time. If you have any further questions regarding the Comcast license, please do not hesitate to contact me. Thank you for the opportunity to be of service to the Town.

Very truly yours,


William Hewig, III

WH/bp

cc: Town Administrator

CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

Comcast Cable Communications Management, LLC

Granted By

THE SELECT BOARD

**TOWN OF NANTUCKET
MASSACHUSETTS**

**Renewal Term
February 19, 2020 – February 18, 2030**

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RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast Cable Communications Management, LLC (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Nantucket, Massachusetts (hereinafter the "Town"), said license having commenced on October 14, 2009;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated, March 13, 2017 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, The Select Board as Issuing Authority finds that Licensee has complied with the terms of its previous license;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with Licensee for the construction and continued operation and maintenance of its Cable System on the terms and conditions set forth herein; and

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 – DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall be always mandatory and not merely directory.

(a) Access - shall mean the right or ability of any Nantucket resident and/or any Persons affiliated with an Nantucket institution to use designated Public, Education and Government (“PEG”) access facilities and equipment and/or PEG Access Channels of the Cable Television System, subject to the conditions and procedures established for such use by the Town and/or its designee.

(b) Access Provider – shall mean any entity designated in writing by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and/or Governmental Access funding, equipment, facilities and channels for the production and broadcast of PEG Access programming on the Cable Television System, in accordance with this Renewal License and 47 U.S.C. 531, including, but not limited to the Town itself and/or an access corporation or entity, as determined by the Issuing Authority.

(c) Affiliate or Affiliated Person – Any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Comcast but does not include Affiliated Entities that are not involved with the use, management, operation, construction, repair and/or maintenance of Comcast’s Cable Systems.

(d) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.

(e) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(f) Cable Service or Service – shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(g) Cable Television System or Cable System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Nantucket, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within the Town, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers; (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(h) Department or DTC – shall mean the Massachusetts Department of Telecommunications and Cable established by Chapter 25C, Section 7 of the Massachusetts General Laws ("M.G.L.") and Chapter 19 of the Acts of 2007 or its successor.

(i) Downstream Channel – A channel over which signals travel from the Cable System Headend or hub-site to an authorized recipient of Programming.

(j) Drop – shall mean the coaxial cable or fiber that connects a home or building to the feeder cable of the Subscriber Network.

(k) Educational Access Channel: A specific channel on the Cable System owned and made available by the Licensee to the Issuing Authority, the Nantucket Public Schools and/or the Access Provider, as determined by the Issuing Authority, to present non-commercial educational programming and information to the public.

(l) Effective Date – February 19, 2020

(m) FCC – shall mean the Federal Communications Commission or any successor governmental entity.

(n) Franchise Fee – shall mean the payments to be made by Licensee to the Town of Nantucket and/or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(o) Government Access Channel – A specific channel on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Provider, as determined by the Issuing Authority, for the presentation of government-related and other non-commercial programming and/or information to the public.

(p) Gross Annual Revenues – shall mean the revenues received by the Licensee and/or its Affiliates derived from the operation of the Cable System to provide Cable Service, accrued in accordance with generally accepted accounting principles (GAAP) in the United States, and shall include, without limitation: the revenues derived from the distribution of any Cable Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar charges;; all digital Cable Service revenues; fees paid on all Subscriber fees (“Fee-on Fee”); all Commercial Subscriber Cable Service revenues (including bulk account revenues); Pay Cable, Premium Services and Pay-Per-View revenues; video on demand Cable Services; converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; fees paid for channels designated for commercial use (leased access); home shopping revenues; and advertising revenues. In the event that an Affiliate is responsible for selling advertising that is aired on the Cable System in the Town, the advertising revenues for purposes herein shall be deemed to be the pro-rata portion of the advertising revenues attributable to such Affiliate for the Cable System in the Town. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly from or in connection with the operation of the Cable System to the extent that said revenue is derived through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(q) Headend – shall mean the electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming signals for distribution over the Cable System.

(r) High Definition (“HD”) PEG Access Channel – shall mean a PEG Access Channel in the high definition format for digital television transmissions

(s) Hub – shall mean the control center of the PEG Access Channel containing equipment that pushes the broadcast signal to the Headend for distribution.

(t) Issuing Authority – shall mean the Select Board of the Town of Nantucket, Massachusetts, or the lawful designee thereof.

(u) Licensee – shall mean Comcast Cable Communications Management, LLC or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(v) License Fee – shall mean the payments to be made by Licensee to the Town of Nantucket and the Commonwealth of Massachusetts, which shall have the meaning as set forth in M.G.L. c. 166A, § 9.

(w) Normal Business Hours – shall mean those hours during which most similar businesses in Nantucket are open to serve customers. In all cases, Normal Business Hours must include some evening hours and at least one night per week and/or some weekend hours.

(x) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.

(y) Pay Cable or Premium Services – shall mean programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

(z) Pay-Per-View – shall mean programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(aa) PEG – The acronym for “public, educational and governmental”.

(ab) PEG Access Channel – A video channel which the Licensee owns and is made available for use by the Town and/or its designee(s) without charge for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(ac) PEG Access User – shall mean a Person utilizing the Cable Television System, including any related facilities for purposes of production and/or transmission of PEG Access Programming, as opposed to utilization solely as a Subscriber.

(ad) PEG Access Programming – shall mean non-commercial programming produced by any Nantucket residents or organizations, schools or government entities and the use of designated channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(ae) Person – shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority or Town.

(af) Prime Rate – shall mean the prime rate of interest as reported by the Federal Reserve or its successor, however, if a prime rate is reported by the Federal Reserve Bank of Boston it shall be the “Prime Rate” for purposes of this Renewal License.

(ag) Public, Educational and Governmental (PEG) Access Channel – shall mean a video channel which the Licensee shall make available to the Town of Nantucket and designees of the Town of Nantucket, including Access Users without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional, similar organizations and others.

(ah) Public Access Channel – A specific channel on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Provider, as determined by the Issuing Authority, for use by Nantucket residents and organizations and others wishing to present non-commercial programming to the public.

(ai) Public Buildings – shall mean those buildings owned or leased by the Issuing Authority for municipal government purposes and shall not include buildings owned by the Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(aj) Renewal License or License – shall mean this Renewal License and any amendments or modifications in accordance with the terms herein.

(ak) Standard Definition (SD) PEG Access Channels – shall mean a PEG Access Channel in the standard definition display format for digital television transmissions

(al) Standard Installation – shall mean the installation which can be completed using a Drop of up to one hundred twenty-five feet (125’) aerial or one hundred twenty-five feet (125’) underground.

(am) State – The Commonwealth of Massachusetts.

(an) Subscriber – shall mean any Person, firm, corporation or other entity who or which contracts with the Licensee for or lawfully receives, Cable Service provided by the Licensee.

(ao) Subscriber Network – shall mean the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(ap) Town – shall mean the Town of Nantucket, Massachusetts.

(aq) Trunk and Distribution System – shall mean that portion of the Cable System for the delivery of Cable Services, but not including Drop Cable(s) to Subscriber’s residences.

(ar) Video Programming or Programming – shall mean programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

(as) Video Return Line (VRL) – returns video feed to Provider.

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast Cable Communications Management, LLC, authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Nantucket.

(b) This Renewal License is granted under and in compliance with the Cable Act and M.G.L. c. 166A, and in compliance with all rules and regulations of the FCC and the DTC in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

This non-exclusive Renewal License shall be for a period of ten (10) years, commencing on February 19, 2020 through midnight February 18, 2030

SECTION 2.3 - RENEWAL

(a) In accordance with the provisions of federal law, M.G.L. c. 166A, § 13 and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by Licensee and the Issuing Authority and shall contain such terms as Licensee and the Issuing Authority may then agree.

SECTION 2.4 - RESERVATION OF AUTHORITY

Nothing in this Renewal License shall (a) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description; (b) be construed as a waiver of any codes or bylaws/regulations of general applicability and not specific to the Cable Television

System, Licensee, or this License; or (c) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways.

This License is a contract and except as to those changes which are the result of the Issuing Authority's lawful exercise of its general police power, the Issuing Authority may not take any unilateral action which materially changes the explicit mutual promises in this License. Any changes to this License must be made in writing signed by the Licensee and the Issuing Authority. In the event of any conflict between this License and any Issuing Authority ordinance or regulation that is not generally applicable, this License shall control. Notwithstanding any other provision of this License, Licensee reserves the right to challenge provisions of any ordinance, rule, regulation, or other enactment of the Issuing Authority that conflicts with its contractual rights under this License, either now or in the future.

SECTION 2.5 - NON-EXCLUSIVITY OF LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Nantucket; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal

License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall negotiate, in good faith, equitable amendments to this Renewal License within a reasonable time.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

(d) In the event an application for a new cable television license is filed with the Issuing Authority, proposing to serve the Town, in whole or in part, the Issuing Authority shall serve a copy of such application upon the Licensee by certified mail or via nationally recognized overnight courier services within a reasonable time thereafter.

(e) In the event that the Licensee believes that in the future another Licensee which has been granted a cable television license in the Town, has been provided relief by the Issuing Authority from a material obligation(s) of its license, which may include amendments to the license, that causes said other cable television license to be more favorable or less burdensome than this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that such relief causes said other cable license to be favorable or less burdensome than this Renewal License. Should the Licensee demonstrate that any such relief causes said other cable television license to be more favorable or less burdensome than the Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

SECTION 2.6 – POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town and its right to adopt and enforce generally applicable by-laws in the lawful exercise of its police powers to the extent permitted by applicable law, with respect to the safety and welfare of the public. The Licensee shall comply with all applicable federal and State

laws and regulation, and Town bylaws and lawful regulations, provided such Town bylaws and regulations are not specific to this License, the Licensee and/or Cable System. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of competent jurisdiction. Nothing in this Section 2.6 shall be deemed to prohibit the right of the Licensee to challenge the legality of a Town by-law or regulation.

SECTION 2.7 – REMOVAL OR ABANDONMENT

Upon termination of this Renewal License by passage of time or otherwise, unless (1) the Licensee has its license renewed for another term or (2) the ownership of the Cable Television System is transferred to another Person with written approval by the Issuing Authority in accordance with applicable law and pursuant to Section 2.8 below or (3) unless otherwise operating under the terms of this Renewal License as allowed by applicable law, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition as is reasonably possible and as soon as reasonably possible. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned. Upon written request of the Licensee, the Issuing Authority may waive this requirement for good cause shown.

SECTION 2.8 – TRANSFER OF THE RENEWAL LICENSE

(a) Pursuant to M.G.L. c. 166A, Section 7, as may be amended from time to time, neither the Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the FCC and/or the DTC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application. A transfer or assignment of a license or control thereof between commonly

controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under this Renewal License, unless otherwise provided by applicable federal or State law. An “affiliated company” is any Person or entity who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person or entity.

(b) Pursuant to applicable State and federal law, as may be amended, in considering a request to transfer control of the Renewal License, the Issuing Authority shall consider the transferee's financial capability, management experience, technical expertise and legal ability to operate a Cable System under the existing license and may consider any other criteria allowable under applicable law or regulation.

(c) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

(d) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required by applicable law, of the application and FCC Form 394 requesting such transfer or assignment consent.

(e) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120-day period is extended in writing by mutual agreement of the parties pursuant to applicable law.

(f) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

SECTION 2.9 – EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without the Licensee and the transferee complying with Section 2.8 above shall be null and void, and shall be deemed a material breach of this Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

**ARTICLE 3
SYSTEM SPECIFICATIONS AND CONSTRUCTION**

SECTION 3.1 - AREA TO BE SERVED

Subject to the requirements in this Article 3, the Licensee shall make its Cable Services available to all residents of the Town provided that the Licensee is able to obtain any necessary easements, permits and/or permission from owners of property and multiple dwelling units. The Licensee shall make its best efforts to obtain any necessary easements or permission from owners of property in the Town in order to make Cable Service available to all residents. The Licensee shall promptly apply for all necessary permits. Said Cable Services shall be made available and fully activated to requesting dwelling units no later than ninety (90) days after all necessary permits are obtained, subject to Section 14.2, Force Majeure and the completion of utility pole make-ready.

SECTION 3.2 – LINE EXTENSION POLICY

Consistent with Section 3.1 above, the Cable System shall be extended , at the Licensee’s sole cost and expense, to any and all areas of the Town containing thirty (30) dwelling units or more per aerial mile; forty-five (45) dwelling units or more per underground mile, provided that useable underground conduit exists and/or is made available to the Licensee; or sixty (60) dwelling units or more per underground mile of Cable System plant where there is no underground conduit available or made available for use by the Licensee, all as measured from termination of the Trunk and Distribution System. (All being pro-rated for distances less than or greater than a mile.) The Licensee shall promptly apply for all necessary permits. Said Cable Services shall be made available and fully activated to requesting dwelling units no later than ninety (90) days after all necessary permits are obtained, subject to Section 13.2, Force Majeure and the completion of utility pole make-ready.

SECTION 3.3 – RESIDENTIAL SUBDIVISIONS

Provided Licensee has at least ninety (90) days prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required

for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation so long as such additional time does not result in additional cost to the project developer or the Town. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to the Licensee. The Developer shall be responsible for the digging and back-filling of all trenches.

SECTION 3.4 – INSTALLATION CHARGES

Any dwelling unit within one hundred twenty-five feet (125') aerial or one hundred twenty-five feet (125') underground from the feeder cable shall be entitled to a Standard Installation rate, unless the sub-surface of an underground installation is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). All other installations are considered non-standard installations. For aerial installations more than one hundred twenty-five feet (125'), the first one hundred twenty-five feet (125') shall be at the Standard Installation rate. For underground installations more than one hundred twenty-five feet (125'), not involving a hard surface, the first one hundred fifty feet (125') shall be at the Standard Installation rate.

SECTION 3.5 – SUBSCRIBER NETWORK

Licensee shall maintain a Cable Television System, fully capable of providing Cable Service in accordance with applicable law.

SECTION 3.6 – LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall own, operate and maintain the Cable Television System within the Town. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable and legally enforceable State and local laws and regulations.

SECTION 3.7 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to applicable law, upon request, Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and Licensee may charge Subscriber for use of said box.

SECTION 3.8 - EMERGENCY ALERT OVERRIDE CAPACITY

Licensee shall comply with the FCC’s Emergency Alert System (“EAS”) regulations and any applicable laws and regulations of the Commonwealth of Massachusetts in order that emergency messages are distributed over the Cable System.

SECTION 3.9 - SYSTEM TECHNICAL SPECIFICATIONS

The Cable System shall conform to the applicable FCC technical specifications and at all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

**ARTICLE 4
TECHNOLOGICAL AND SAFETY STANDARDS**

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal License is granted shall be done in conformance with all applicable laws, bylaws of general applicability, codes and regulations, including but not limited to OSHA regulations, the Massachusetts Electrical Code, the National Electrical Safety Code, the National Electrical Code, and the rules and regulations of the FCC, the rules and regulations of the Cable Division, any other applicable Massachusetts laws and regulations, generally applicable Town bylaws and regulations, and all applicable land use restrictions as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

SECTION 4.2 - REPAIRS AND RESTORATION

Whenever Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such

restoration and repairs, and shall notify Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by Licensee upon written demand by the Issuing Authority. However, prior to such repair or restoration the Town should submit a written estimate to Licensee of the actual cost of said repair or restoration.

SECTION 4.3 – UNDERGROUND FACILITIES

(a) In the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies, the Licensee shall likewise place its facilities underground at no cost to the Town.

(b) Pursuant to Section 4.3(a) above, underground cable lines shall be placed beneath the pavement sub-grade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law. In the event the Town develops an undergrounding project for which it plans to utilize Town funds to reimburse utilities for the cost of said undergrounding, its shall notify the Licensee of such and discuss with the Licensee how the Licensee may be eligible for such funding consistent with equitable principles and applicable law.

(d) Nothing in this Section shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 4.4 - TREE TRIMMING

Installing, operating, and maintaining equipment, cable and wires, it shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along the routes authorized by the Issuing Authority.

SECTION 4.5 – STRAND MAPS

Upon written request, the Licensee shall make available to the Issuing Authority strand maps of the Cable System plant installed. Upon written request said strand maps shall also be provided in electronic format if they exist in said electronic format. The Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains.

SECTION 4.6 - BUILDING MOVES

(a) In accordance with applicable laws, Licensee shall, upon the written request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). Licensee shall be given not less than thirty (30) days advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne by the Person(s) holding the building move permit, unless otherwise required by applicable law or regulation.

SECTION 4.7 - DIG SAFE

Licensee shall comply with all applicable “dig safe” provisions pursuant to M.G.L. c. 82, §40.

SECTION 4.8 - DISCONNECTION AND RELOCATION

(a) In accordance with applicable law, Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) Licensee shall have the right to seek reimbursement under any applicable government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

SECTION 4.9 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Town to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability.

(b) The Licensee shall have the right to seek reimbursement under any applicable government program for reimbursement.

SECTION 4.10 – REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

SECTION 4.11 RIGHT TO INSPECTION

The Issuing Authority and/or its designee(s) shall have the right, at its sole cost and expense, to inspect the plant and equipment of the Licensee in the Town at reasonable times and under reasonable circumstances for the purpose of determining compliance with the requirements of this License. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable written notice to the Licensee. The Licensee shall have a representative present during such inspections.

SECTION 4.12 – PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

SECTION 4.13 – PEDESTALS

In any cases in which pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable Town regulations and/or by-laws.

SECTION 4.14 – SERVICE INTERRUPTIONS

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of non-routine repairing, constructing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours' notice to all affected Subscribers.

**ARTICLE 5
PROGRAMMING**

SECTION 5.1 - BASIC CABLE SERVICE

Licensee shall make available a Basic Cable Service tier to all Subscribers in the Town pursuant to applicable statute or regulation.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit 5.2**. Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Licensee.

(b) Licensee shall comply with 76.1603(c)(3)(i)(b) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts DTC Rules and Regulations regarding notice of programming changes. (See Exhibit 9.4)

SECTION 5.3 - REMOTE CONTROLS

Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by Licensee, if any, and allow the use of remotes. Licensee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

SECTION 5.4 - STEREO TV TRANSMISSIONS

All broadcast signals that are transmitted to Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. 532 (Section 612 of the Cable Act), Licensee shall make available channel capacity for commercial use by persons unaffiliated with Licensee. Rates for use of commercial access channels shall be negotiated between Licensee and the commercial user in accordance with federal law.

SECTION 5.6 – CONTINUITY OF SERVICES

It shall be the right of all Subscribers to receive Cable Service insofar as Subscribers honor their financial and other obligations to the Licensee; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Cable Service interruptions or as a result of Cable System or equipment failures. When necessary, if non-routine Cable Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance, if practical.

SECTION 5.7 – COMMERCIAL ESTABLISHMENTS

The Licensee shall make Cable Service available to any commercial establishments in the Town provided that said establishment(s) agrees to pay for installation, any required line extension, and monthly subscription costs as established by the Licensee.

ARTICLE 6

PEG ACCESS CHANNELS AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNELS

(a) Use of a video channel for Public, Educational and Governmental (“PEG”) Access shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. The PEG Access channels shall, other than provided in Section 6.1(c) below, be used exclusively as and/or for PEG Access channels and PEG Access Programming. The Licensee shall not exercise editorial control over any public, educational, or governmental use of channel capacity except Licensee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act, to the extent allowed by applicable law. The Issuing Authority and/or its designee shall be responsible for developing, implementing, interpreting and enforcing rules for the PEG Access Channel and PEG Access operations in accordance with applicable law. The PEG Channels shall be provided on the Basic Cable Service tier to the extent said tier is required pursuant to applicable law or regulations or otherwise provided by the Licensee.

(b) Licensee shall make available one (1) Public, Educational, and Government (“PEG”) Access Channel in Standard Definition format to be used for PEG Access programming by the Issuing Authority and/or its PEG Access Designee(s). Subject to payment by the Town, the Licensee shall, within eighteen (18) months of the Effective Date of this License, relocate the existing PEG access video return HUB (“HUB”) from its current location at 10 Surfside Road to 9 Bayberry Court, install encoder, server and any related equipment as required at the HUB for one standard definition (SD) PEG Access Channel and one high definition (HD) PEG Access Channel, and install serial digital interface (SD/SDI) equipment at the HUB for the one (1) SD PEG Access Channel. Said equipment shall be used for transport of said PEG Access signal(s) to Comcast’s headend facility to enable the Issuing Authority, its designee(s) and/or the Access Provider to cablecast their PEG Access Programming over the Subscriber Network PEG Access Downstream

Channels. The Licensee shall own, maintain and repair and/or, if necessary, replace, said equipment for the entire term of this Renewal License.

The Licensee shall, within thirty-six (36) months of the Effective Date make available one (1) High Definition (HD) PEG Access Channel.

The Licensee shall provide a second (2nd) Standard Definition PEG Access Channel, as may be designated in writing by the Issuing Authority, within twelve (12) months of such written designation by the Issuing Authority.

(c) In the event the Issuing Authority, its designee(s) or other PEG Access User elects not to program a PEG Access Channel for a period of one hundred twenty (120) days or more, the Licensee may thereafter use such channel capacity that is not being used for PEG Access purposes, subject to the right of the Issuing Authority to reclaim said channel capacity for its PEG Access use or the PEG Access use of its designee(s) or other Access Users.

(d) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Town, the public schools, the PEG Access Designee, any organizations serving the Town and/or PEG Access users.

(e) The PEG Access Channels may not be used to cablecast for-profit or commercial programs in any fashion.

(f) The Licensee shall monitor the PEG Access Channels for technical quality consistent with the FCC Technical Standards and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels. However, the Licensee is not responsible for the production quality of PEG Access Programming productions.

(g) There shall be no charges by the Licensee to the Town, the Issuing Authority, the Access Provider or Access Users for use of the PEG Access Channels.

SECTION 6.2 – PEG ACCESS PROVIDER

(a) The Access Provider shall provide services to PEG Access users and the Town as follows:

- (1) Schedule, operate and program the PEG Access channels provided in accordance with Section 6.1, above;

- (2) Manage the annual funding, pursuant to Section 6.4 below;
- (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.5 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access users;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access users, members, volunteers and community;
- (8) Assist users in the production of Video Programming of interest to Subscribers and issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

SECTION 6.3 – PEG ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over Licensee's downstream PEG Access Channels, all PEG Access Programming originating or aggregated during the term of this Renewal License at the PEG Access video return origination locations listed in **Exhibit 6.3** shall be transmitted to the Licensee-owned Headend or hub-site on a Licensee-provided and owned fiber-based video return line made available by the Licensee without charge to the Town or Access Provider for their use. At Licensee-owned Headend or hub-site, said PEG Access Programming shall be retransmitted in the downstream direction on the appropriate Licensee-owned Subscriber Network downstream PEG Access Channel.

(b) The Licensee shall be responsible for all necessary inspections and performance tests of the video return line in accordance with applicable law and regulation for a Cable System. The Licensee shall provide, maintain, operate and repair all equipment necessary to receive and transmit PEG Access programming and PEG Access Channels as described in Section 6.3 above, including necessary transmission, switching and/or processing equipment located at its hub-site and/or Headend in order to switch upstream signals carrying PEG Access Programming from the PEG

Access video return hub to the designated Licensee-owned Subscriber Network downstream PEG Access Channel.

(c) The demarcation point between Licensee's equipment and the Town's and/or Access Provider's equipment shall with respect to the PEG Access Channels be at the input of the Licensee owned equipment used for video signal transport at the PEG Access video return hub currently located at the Nantucket High School (10 Surfside Road, Nantucket, MA), to be relocated to the Nantucket Community Television, the Cable Access Provider (9 Bayberry Court, Nantucket, MA). The Licensee shall own, maintain, repair and/or replace, if necessary, said video signal transport equipment.

(d) The Issuing Authority shall have the right, at its own cost or that of the Access Provider, as determined by the Issuing Authority, to construct and install PEG Access video return lines ("Town Video Return Lines") from other Public Buildings and/or PEG Access facilities in the Town to a PEG Access video return origination location listed in Exhibit 6.3, as long as the Town Video Return Lines are compatible with Licensee's video return and Cable System. The Issuing Authority or its PEG Access Designee shall notify the Licensee prior to the construction of any additional video return lines. The Issuing Authority or its Access Provider, as determined by the Issuing Authority, shall be responsible for the Town Video Return Line terminations and any necessary equipment to provide for terminations, patching and interconnects at the PEG Access Studio. The PEG Access programming from the Town Video Return Lines aggregated at the PEG Access Studio shall also be transmitted to the Licensee's Headend or hub-site pursuant to the transmission process as set out in this Section 6.3(a) above, and then switched by the Licensee to the designated Licensee-owned Subscriber Network downstream PEG Access Channel. The Issuing Authority or its PEG Access Designee, as determined by the Issuing Authority, shall be responsible for maintaining, operating and repairing any Town Video Return Lines. The Licensee shall continue to be responsible for maintaining, operating and repairing all other parts of the video return and cablecasting as set out in the above subparagraphs of this Section 6.3.

(f) The Licensee and the Issuing Authority shall work together in good faith with respect to any difficulties that arise regarding the transmission, switching and/or cablecasting of PEG Access Programming, pursuant to this Section 6.3.

SECTION 6.4 – PEG ACCESS ANNUAL SUPPORT

(a) The Licensee shall provide payments to the Issuing Authority and/or its PEG Access Designee for Public, Educational and Government Access and cable-related purposes in an amount equal to five percent (5.00%) of Gross Annual Revenues less applicable License Fees and assessments from any state or other governmental agencies. (the “PEG Access Annual Support”), effective April 1, 2020. Said payments shall be made as provided herein on the following quarterly basis: (i) on or before May 15th of each year of this Renewal License for the previous three (3) month period of January, February and March; (ii) on or before August 15th of each year of this Renewal License for the previous three (3) month period of April, May and June; (iii) on or before November 15th of each year for the previous three (3) month period of July, August and September; and (iv) on or before February 15th of each year for the previous three (3) month period of October, November and December. The first such 5.00% quarterly payment pursuant to this Renewal License shall be made on August 15, 2020 for the period from April 1, 2020 through June 30, 2020. The final such 5.00% payment shall be made on or before May 15, 2030 for the previous period from January 1, 2030 through February 18, 2030.

(b) The Licensee shall file with each of the payments pursuant to this Section 6.4, a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the Gross Annual Revenue as defined in Section 1.1(p), for each three (3) month reporting period. Said statement shall list general categories comprising Gross Annual Revenues as defined in Section 1.1(p).

(c) In the event that payments required to be made herein by the Licensee are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority or its designee from the date due at the rate of two percent (2%) above the Prime Rate.

SECTION 6.5– PEG ACCESS CAPITAL FUNDING

(a) The Licensee shall provide capital funding to the Issuing Authority or its Access Designee for capital costs for public, educational or governmental (PEG) access facilities (the “PEG Access Capital Funding”) in the amount of Four Hundred Thousand Dollars (\$400,000), on or before the below referenced dates, as follows:

May 1, 2020	\$40,000
May 1, 2021	\$40,000
May 1, 2022	\$40,000
May 1, 2023	\$40,000
May 1, 2024	\$40,000
May 1, 2025	\$40,000
May 1, 2026	\$40,000
May 1, 2027	\$40,000
May 1, 2028	\$40,000
May 1, 2029	\$40,000

(b) The Town and/or its Access Provider shall own all PEG Access facilities and equipment purchased with the PEG Access Capital Funding provided pursuant to this Section 6.5. The Licensee shall have no obligation for maintenance, repair or replacement of such PEG Access facilities and equipment.

(c) The PEG Access Capital Funding provided herein by the Licensee shall not be counted toward: (i) the PEG Access Annual Support provided by the Licensee pursuant to Section 6.4 above; or (ii) the License Fee payment payable pursuant to Section 7.1 below.

(d) In the event that payments required to be made herein by the Licensee are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority or its designee from the date due at the rate of two percent (2%) above the Prime Rate. Any payment pursuant to this Section 6.5(d) shall be within the exclusion to the term “franchise fee” for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

SECTION 6.6 - NON-COMMERCIAL PROGRAMMING

The Issuing Authority and its designee(s) shall not use the designated PEG access channels, equipment, or other facilities to provide for-profit commercial Programming. Nothing in this Section 6.6 shall prohibit the Issuing Authority or its designee from having memberships, sponsorships, underwriting or acknowledgements (such as the underwriting and acknowledgments displayed by the Public Broadcasting System), to the extent not otherwise prohibited by applicable law or regulations.

SECTION 6.7 – INTERCONNECTION WITH COMPETING CABLE LICENSE

In the event a license is issued by the Issuing Authority to a competing Licensee, the Issuing Authority shall not authorize or require the competing licensee to connect its facilities or cable system to Licensee’s current Cable System for purposes of obtaining PEG Access Programming from the Licensee’s PEG access channels without the prior written consent of Licensee.

SECTION 6.8 - PEG ACCESS PROGRAMMING INDEMNIFICATION

The Issuing Authority and/or the Access Provider shall indemnify the Licensee for any liability, loss or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming aired on any PEG channel and from claims arising out of the Issuing Authority’s rules for or administration of PEG Access Programming. License shall provide timely written notice upon Issuing Authority of any claim for which it seeks an indemnity in sufficient time to avoid entry of a default judgment.

**ARTICLE 7
FRANCHISE FEES AND LICENSE FEES**

SECTION 7.1 – LICENSE FEE PAYMENTS

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such other amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this Section 7.1, shall be calculated in compliance with applicable law(s).

SECTION 7.2 – FRANCHISE FEE

In accordance with Section 622(b) of the Cable Act, the Licensee shall not be liable for a total Franchise Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of Gross Annual Revenues. Said five percent (5%) shall include the following: (i) the PEG Access Annual Support pursuant to Section 6.4, above; and (ii) any License Fee(s) that may be payable to the Town and to the State pursuant to Massachusetts General Laws Chapter 166A, Section 9, and Section 7.1 above, provided, however, that said five percent (5%) shall not include the PEG Access Capital Funding pursuant to Section 6.5 above and any other exclusions to the definition of Franchise Fee provided in Section 622(g)(2) of the Cable Act.

SECTION 7.3 – PAYMENT

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, no later than March 15th of each year, unless provided for otherwise under applicable law.

SECTION 7.4 – OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The Franchise Fee and License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which Licensee or any Affiliated Person shall be required to pay to the Town, or to

any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the Franchise Fee and License Fee payments which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges of general applicability shall be used as offsets or credits against the Franchise Fee or Franchise Fee payments.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit the authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

SECTION 7.5 – LATE PAYMENT

In the event that the payments required pursuant to this Article 7 are not tendered to the Town on or before the dates fixed herein by or pursuant to Section 7.3 above or applicable law, interest due on such fee payment shall accrue from the date due at the rate of two percent (2%) above the Prime Rate. Any payment pursuant to this Section 7.5 shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

SECTION 7.6 – RECOMPUTATION

(a) Tender or acceptance of any payment, including any payment of a Franchise Fee or License Fee or any payment required in Article 6 of this Renewal License shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under Article 6 or Article 7. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall commence in no event later than two (2) years after the subject payment has been tendered.

(b) If the Issuing Authority has reason to believe that any such payments are incorrect, the Licensee shall have thirty (30) business days after a written request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). If, after such audit and recomputation, an additional Franchise Fee, License Fee or any payment required in Article 6 of this Renewal License is owed to the Town, the Licensee shall pay said amount, plus interest, to the Town or its designated Access Provider within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed.

SECTION 7.7 – AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from the provisions of this Renewal License.

SECTION 7.8 – METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town, or its Designee, pursuant to this Renewal License shall be made payable to the Town, or its Designee, and provided to the Town Comptroller, or its Designee, unless the Licensee is otherwise notified in writing by the Issuing Authority.

**ARTICLE 8
RATES AND CHARGES**

SECTION 8.1 - RATES AND CHARGES

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law.

(b) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all Cable Service offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto, including any changes thereto.

(c) At the time of initial solicitation or installation of Cable Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the Effective Date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq.

(d) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental ("PEG") Access and other license/franchise requirements, may be passed through to the Subscribers in accordance with federal law.

SECTION 8.2 – RATE REGULATION

The Town reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

SECTION 8.3 – CREDIT FOR SERVICE INTERRUPTION

In accordance with applicable law, in the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

SECTION 8.4 – BUSINESS OFFICE

The Licensee shall maintain a full-time payment center in the Town for the purpose of accepting payments and distributing and receiving equipment. The Licensee, at its sole discretion, may upon notice to the Issuing Authority provide a third (3rd) party payment center in lieu of a full-time payment center.

ARTICLE 9

CUSTOMER SERVICE, SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

SECTION 9.1 – CUSTOMER SERVICE CALL CENTER

(a) Licensee shall maintain and operate its customer services call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) The Licensee's main customer service call center shall have a publicly listed local or toll-free telephone number for Nantucket Subscribers, unless required otherwise by applicable law.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions (as defined in §76.309(c)(4)(ii) telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standard shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(d) Pursuant to 47 C.F.R. §76.309(c)(1)(B), a Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operating conditions.

(e) Licensee shall maintain an on-island Business Center pursuant to Section 8.4

SECTION 9.2 – INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) business days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrower interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than (9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber complaint or request for service received after Normal Business Hours shall be acted upon the next business day.

(c) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations; (ii) an outage as described in section 9.2 (d) below.

(d) System outages shall be responded to promptly, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) The Licensee shall remove all Subscriber Drop Cables, within twenty-one (21) days of receiving a request from a Subscriber to do so.

SECTION 9.3 – FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 9.3**.

SECTION 9.4 – BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 9.4**, as the same may exist or be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Service, Rates and Charges;
- (iii) Form of Bill;
- (iv) Advance Billing, Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

SECTION 9.5 – COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Cable Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. Thereafter, if the Subscriber chooses to participate in further processing of the complaint, the Subscriber shall meet jointly with the Issuing Authority or its designee(s) and an authorized representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate multiple complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of complaints.

SECTION 9.6 – EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees and/or contractor's entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to visibly display an employee or contractor

identification card issued by the Licensee or contractor, respectively, and bearing a picture of said employee or contractor.

SECTION 9.7 – PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall comply with all applicable federal and State laws and regulations regarding privacy, monitoring, information with respect to Cable Service viewing habits, subscription information or decisions, and the distribution thereof, including, but not limited to the provisions of Section 631 of the Cable Act (47 U.S.C. 551), as may be amended.

(b) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

SECTION 9.8 – RESPECT FOR PRIVATE PROPERTY

Nothing herein shall be construed as authorizing access or entry onto private property by the Licensee, where such right to access or entry is not otherwise provided by law, the Subscriber Services Agreement or this License.

**ARTICLE 10
INSURANCE AND BONDS**

SECTION 10.1 – INSURANCE

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and upon request from the Issuing Authority produce copies of the certificates of insurance for the following policies:

(a) A commercial general liability insurance policy, written on an occurrence basis, naming the Town, its officers, boards, commissions, committees, agent and employees as additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance, operation or removal of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000). The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for personal injury, broad form property damage, products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(b) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of:

(i) One Million Dollars (\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence;

(c) Workers Compensation in the minimum amount of the statutory limit.

(d) The Licensee shall carry excess liability, written on an occurrence basis, in the minimum amount of Five Million Dollars (\$5,000,000) umbrella form over all other insurance required by this Section 10.1.

(e) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Effective Date of the Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.

(v) The Licensee's failure to obtain, to procure or maintain the required insurance shall constitute a material breach of the Renewal License under which the Town may immediately suspend operations under the Renewal License.

(vi) The Licensee shall be responsible for all deductibles.

(vii) The Town, its Issuing Authority, other officials, and employees shall be named as "additional insureds" on all required liability insurance policies.

(viii) Neither this Section 10.1, nor the provision of insurance or insurance proceeds pursuant to this Section 10.1, shall limit the liability of the Licensee pursuant to this Renewal License.

(ix) The Licensee shall provide the Issuing Authority with certificate(s) of insurance for all policies required herein upon expiration of the policies.

SECTION 10.2 – PERFORMANCE BOND

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License, a faithful performance bond running to the Town and in a form satisfactory to the Issuing Authority (however, the Issuing Authority shall not unreasonably deem a bond's form to be unsatisfactory), with good and sufficient surety licensed to do business in the Commonwealth of Massachusetts in the sum of Twenty-Five Thousand Dollars (\$25,000). Said bond shall be upon the terms and conditions specified in M.G.L. 166A § 5(K) and the faithful performance and discharge of all obligations imposed by the Renewal License, subject to the provisions of 12.1 and 12.2 below.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 12.1 below.

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town pursuant to the terms and conditions of such bond. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the sum of Twenty-Five Thousand Dollars (\$25,000) required herein. Neither this section, nor any bond accepted pursuant thereto, nor any damages recovered there under shall limit the liability of the Licensee under the Renewal License.

SECTION 10.3 – INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the acts and/or omissions of the Licensee, its employees, officers, contractors and subcontractors, or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, property damage or personal injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System. Indemnified expenses shall include reasonable attorneys' fees and costs incurred from the time the Licensee receives written notice of its obligation to indemnify and defend the Town for a specific claim up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee timely written notice of its obligation to indemnify and defend the Town after receipt of a claim for which indemnification is sought. The Licensee is not required to indemnify the Town for attorney fees and costs incurred prior to the above referenced written notice being provided to the Licensee. In the event of a legal action, the Issuing Authority or its designee shall promptly forward a copy of the legal complaint served upon the Town.

**ARTICLE 11
ADMINISTRATION AND REGULATION**

SECTION 11.1 – REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall have authority for the day to day regulation of the Cable System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License.

SECTION 11.2 – PERFORMANCE EVALUATION HEARINGS

The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing no more than once per year. Nothing in this Section 11.2 shall limit any rights that the Issuing Authority may have to conduct additional hearings and/or the Licensee's attendance at such hearing. The Issuing Authority shall provide Licensee with the results of its performance evaluation in writing within sixty (60) days after the conclusion of such hearing.

SECTION 11.3 – NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License.

SECTION 11.4 – JURISDICTION/VENUE

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 12

DETERMINATION OF BREACH - LICENSE REVOCATION

SECTION 12.1 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot in the reasonable opinion of the Issuing Authority be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at thirty (30) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that: (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within forty-five (45) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it, including, but not limited to:

- (i) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (ii) commence an action at law for monetary damages

- (iii) foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 herein;
- (iv) assess liquidated damages in accordance with the schedule set forth in Section 12.2
- (v) declare the Renewal License to be revoked subject to Section 12.2 below and applicable law; and
- (vi) invoke any other lawful remedy available to the Town.

(e) In the event that the Issuing Authority fails to issue a written determination within forty-five (45) days after the public hearing pursuant to Section 12.1(d) above, then the issue of said default against Licensee by the Issuing Authority shall be considered null and void.

SECTION 12.2 – LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of the Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 12.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a subsequent determination of default pursuant to Section 12.1(d) above.

- (1) For failure to construct, expand, operate and maintain the Subscriber Network in accordance with Sections 3.1, 3.2, 3.4 and 3.7, herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.
- (2) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.8 herein, Three Hundred Dollars (\$300.00) per day, for each day that such non-compliance continues.
- (3) For failure to comply with the PEG Access Channels and Support provisions in accordance with Article 6 herein, Two Hundred Fifty Dollars (\$250.00) per day, for each day that any such non-compliance continues.
- (4) For failure to comply with the FCC's Customer Service Obligation and/or with the Massachusetts Business Practice Standards, in accordance with Sections 9.3

and 9.4 infra, and Exhibit 9.3 attached hereto, Two Hundred Fifty Dollars (\$250.00) per day that any such non-compliance continues.

(5) For failure to comply with the technical standards, pursuant to Section 3.10 herein and Exhibit 1 attached hereto, Two Hundred Fifty Dollars (\$250.00), for each day that any such non-compliance continues.

(6) all similar violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and each violation or a failure may only be assessed as a single material violation.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of the Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term “franchise fee” provided by Section 622(g)(2)(A)-(D) of the Cable Act.

SECTION 12.3 – REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 12.1 above, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

SECTION 12.4 – NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under this Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

SECTION 12.5 – NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall

any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Town or of the Licensee under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Town or the Licensee at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 13
REPORTS, AUDITS AND PERFORMANCE TESTS

SECTION 13.1 – GENERAL

(a) Upon the written request of the Issuing Authority, the Licensee shall timely submit to the Town any information which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. If it is agreed by the parties that such information is proprietary, then any obligation pursuant to Section 13.1(a) is not applicable. In the event of a disagreement the Licensee shall have all rights available under applicable law to challenge or appeal the determination of the Town to the appropriate appellate entities.

SECTION 13.2 – FINANCIAL REPORTS

(a) After the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with the Department Form 200 showing a balance sheet sworn to by the Licensee's authorized financial representative. Said forms shall contain such financial information as required by State and/or federal law.

SECTION 13.3 – SUBSCRIBER COMPLAINT REPORTS

In accordance with the regulations of the Department of the Massachusetts Department of Telecommunications, the Licensee shall submit a completed copy of the Department of the Massachusetts Department of Telecommunications Form 500, a copy of which is attached hereto as **Exhibit 13.5**, to the Issuing Authority or its designee(s).

SECTION 13.4 – QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall

cite specific facts which cast such doubt(s), in a written notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

SECTION 13.5 – DUAL FILINGS

If requested, in writing, the Licensee and the Issuing Authority shall provide to one another copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 12.1 above.

SECTION 13.6 – INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

**ARTICLE 14
MISCELLANEOUS**

SECTION 14.1 – SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal License is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 14.2 – FORCE MAJEURE

If for any reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Renewal License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event beyond the reasonable control of the Licensee or the Town.

SECTION 14.3 – ACTS OR OMISSIONS OF AFFILIATES

During the term of the Renewal License, the Licensee shall be liable for the acts or omissions of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance, operation or removal of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

SECTION 14.4 – NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) nationally recognized overnight courier service or other means as allowed by applicable law to the following address or such other address as the Issuing Authority may specify in writing to Licensee.

Town of Nantucket
Attn: Select Board
Nantucket Town Hall
16 Broad Street
Nantucket, MA 02554

with a copy to:

Town of Nantucket
Attn: Cable Access Advisory Committee
Nantucket Town Hall
16 Broad Street
Nantucket, MA 02554

(b) Every notice served upon Licensee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as Licensee may specify in writing to the Issuing Authority.

Comcast Cable Communications, Inc.
Attn: Government Relations
181 Ballardville Street
Wilmington, MA 01887

with a copy to :

Comcast Cable Communications, Inc.
Attn: Vice President, Government Relations
676 Island Pond Road
Manchester, NH 03109

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 14.5 – RENEWAL LICENSE EXHIBITS

The Exhibits to the Renewal License attached hereto, and all portions thereof, are incorporated by reference and expressly made a part of this Renewal License.

SECTION 14.6 – ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment.

SECTION 14.7 – CAPTIONS

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such sections shall not affect the meaning or interpretation of the Renewal License.

SECTION 14.8 – WARRANTIES

Licensee warrants, represents and acknowledges that, as of the Effective Date of this Renewal License:

(a) The Licensee is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts;

(b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(c) This Renewal License is enforceable against Licensee in accordance with the provisions herein;

(d) There is no action or proceedings pending or threatened against Licensee which would interfere with performance of this Renewal License; and

(e) Pursuant to Section 625(f) of the Cable Act, the performance of all terms and conditions in this Renewal License is commercially practicable as of the Effective Date of this Renewal License.

SECTION 14.9 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and generally applicable local laws, including but not limited to M.G.L. c. 166A, and the rules and regulations of the FCC and the DTC, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. However, no such general laws, rules, regulations and codes, as amended, may alter the obligations, interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

SECTION 14.10 – NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to Section 635A(a - d) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief.

SECTION 14.11 – TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, and the Licensee acknowledges, the Town's right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License; provided, however, that this Section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

SECTION 14.12 – TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

SECTION 14.13 – APPLICABILITY OF RENEWAL LICENSE

All of the provisions in this Renewal License shall apply to the Town, Licensee, and their respective successors and assigns.

SECTION 14.14 - NO THIRD PARTY BENEFICIARIES

Nothing in this Renewal License is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Renewal License.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF _____, 2020.

TOWN OF NANTUCKET

By its:
Select Board

Dawn E. Hill Holdgate, Chair

Rita Higgins, Vice Chair

Jason Bridges, Member

Matt Fee, Member

Kristie Ferrantella, Member

**COMCAST CABLE
COMMUNICATIONS
MANAGEMENT, LLC**

Tracy L. Pitcher
Senior Vice President
Greater Boston Region

APPROVED AS TO LEGAL FORM:

William Hewig III
KP Law, P.C.
Cable Counsel

**EXHIBIT 5.2
PROGRAMMING BROAD CATEGORIES**

Licensee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.

EXHIBIT 6.3

VIDEO RETURN - ORINATION LOCATIONS

Nantucket High School (current location)	10 Surfside Drive
Access Studio (within 18 months of effective date)	9 Bayberry Court

EXHIBIT 9.3 FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this Section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards. (b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this Section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this Section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this Section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this Section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

EXHIBIT 9.4

BILLING AND TERMINATION OF SERVICE

207 CMR 10.00

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due;

- (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 13.5

FORM 500

Please see attached.

Form 500 Complaint Data - Paper Filing

City/Town: _____

Cable Company: _____

Address: _____

Address: _____

Contact: _____

Phone: _____

E-Mail: _____

Filing Year: _____
 Number of Subscribers: _____

Average Resolution Time: _____

< 1 > Less than 1 Day, < 2 > 1-3 Days, < 3 > 4-7 Days, < 4 > 8-14 Days, < 5 > 15-30 Days, < 6 > > 30 Days

Manner of Resolution: _____

A. Resolved to the satisfaction of both parties., B. Resolved, customer dissatisfied., C. Not Resolved.

	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
			A.	B.	C.
Advertising/Marketing	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Appointment/Service call	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Billing	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Customer Service	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Defective Notice	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Equipment	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Installation	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Reception	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Service Interruption	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Unable to Contact	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Failure to Respond to Original Complaint	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

