

Town and County of Nantucket Select Board • County Commissioners

Dawn E. Hill Holdgate, Chair
Jason Bridges
Matt Fee
Kristie L. Ferrantella
Melissa Murphy



16 Broad Street
Nantucket, Massachusetts 02554

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

C. Elizabeth Gibson
Town & County Manager

**AGENDA FOR THE MEETING OF THE
COUNTY COMMISSIONERS
JANUARY 27, 2021 - 5:00 PM
REMOTE PARTICIPATION VIA ZOOM WEBINAR
PURSUANT TO GOVERNOR BAKER'S MARCH 12, 2020
ORDER REGARDING OPEN MEETING LAW
NANTUCKET, MASSACHUSETTS**

YOU TUBE LINK:

<https://youtu.be/k0ul1LP-4qo>

I. CALL TO ORDER

II. ANNOUNCEMENTS

1. The County Commission Meeting is Being Audio/Video Recorded.

III. PUBLIC COMMENT*

IV. NEW BUSINESS*

V. APPROVAL OF MINUTES AND WARRANTS

1. Approval of Minutes of November 18, 2020 at 5:00 PM.
2. Approval of Payroll and Treasury Warrants for December 2020; January 2021.

VI. OFFICIAL BUSINESS

1. Request for Approval and Execution of License Agreement with Nantucket Islands Land Bank to Use Portion of Parking Easement Land Located at Hoicks Hollow Road Granted to the County by Sankaty Head Golf Club, Inc. for Public Parking for "Coast to Coast Trail" and to Fence in the Easement Area and Install Signage for "Coast to Coast Trail".
2. Review and Adoption of FY 2022 County Budget.

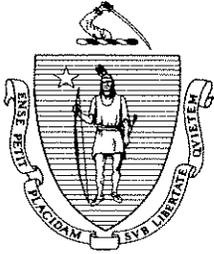
VII. COMMISSIONERS REPORTS/COMMENTS

VIII. ADJOURNMENT

**Identified on Agenda Protocol Sheet.*

County Commission Agenda Protocol:

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



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

**ORDER SUSPENDING CERTAIN PROVISIONS
OF THE OPEN MEETING LAW, G. L. c. 30A, § 20**

WHEREAS, on March 10, 2020, I, Charles D. Baker, Governor of the Commonwealth of Massachusetts, acting pursuant to the powers provided by Chapter 639 of the Acts of 1950 and Section 2A of Chapter 17 of the General Laws, declared that there now exists in the Commonwealth of Massachusetts a state of emergency due to the outbreak of the 2019 novel Coronavirus (“COVID-19”); and

WHEREAS, many important functions of State and Local Government are executed by “public bodies,” as that term is defined in G. L. c. 30A, § 18, in meetings that are open to the public, consistent with the requirements of law and sound public policy and in order to ensure active public engagement with, contribution to, and oversight of the functions of government; and

WHEREAS, both the Federal Centers for Disease Control and Prevention (“CDC”) and the Massachusetts Department of Public Health (“DPH”) have advised residents to take extra measures to put distance between themselves and other people to further reduce the risk of being exposed to COVID-19. Additionally, the CDC and DPH have advised high-risk individuals, including people over the age of 60, anyone with underlying health conditions or a weakened immune system, and pregnant women, to avoid large gatherings.

WHEREAS, sections 7, 8, and 8A of Chapter 639 of the Acts of 1950 authorize the Governor, during the effective period of a declared emergency, to exercise authority over public assemblages as necessary to protect the health and safety of persons; and

WHEREAS, low-cost telephone, social media, and other internet-based technologies are currently available that will permit the convening of a public body through virtual means and allow real-time public access to the activities of the public body; and

WHEREAS section 20 of chapter 30A and implementing regulations issued by the Attorney General currently authorize remote participation by members of a public body, subject to certain limitations;

NOW THEREFORE, I hereby order the following:

(1) A public body, as defined in section 18 of chapter 30A of the General Laws, is hereby relieved from the requirement of section 20 of chapter 30A that it conduct its meetings in a public place that is open and physically accessible to the public, provided that the public body makes provision to ensure public access to the deliberations of the public body for interested members of the public through adequate, alternative means.

Adequate, alternative means of public access shall mean measures that provide transparency and permit timely and effective public access to the deliberations of the public body. Such means may include, without limitation, providing public access through telephone, internet, or satellite enabled audio or video conferencing or any other technology that enables the public to clearly follow the proceedings of the public body while those activities are occurring. Where allowance for active, real-time participation by members of the public is a specific requirement of a general or special law or regulation, or a local ordinance or by-law, pursuant to which the proceeding is conducted, any alternative means of public access must provide for such participation.

A municipal public body that for reasons of economic hardship and despite best efforts is unable to provide alternative means of public access that will enable the public to follow the proceedings of the municipal public body as those activities are occurring in real time may instead post on its municipal website a full and complete transcript, recording, or other comprehensive record of the proceedings as soon as practicable upon conclusion of the proceedings. This paragraph shall not apply to proceedings that are conducted pursuant to a general or special law or regulation, or a local ordinance or by-law, that requires allowance for active participation by members of the public.

A public body must offer its selected alternative means of access to its proceedings without subscription, toll, or similar charge to the public.

(2) Public bodies are hereby authorized to allow remote participation by all members in any meeting of the public body. The requirement that a quorum of the body and the chair be physically present at a specified meeting location, as provided in G. L. c. 30A, § 20(d) and in 940 CMR 29.10(4)(b), is hereby suspended.

(3) A public body that elects to conduct its proceedings under the relief provided in sections (1) or (2) above shall ensure that any party entitled or required to appear before it shall be able to do so through remote means, as if the party were a member of the public body and participating remotely as provided in section (2).

(4) All other provisions of sections 18 to 25 of chapter 30A and the Attorney General's implementing regulations shall otherwise remain unchanged and fully applicable to the activities of public bodies.

This Order is effective immediately and shall remain in effect until rescinded or until the State of Emergency is terminated, whichever happens first.

Given in Boston at 6:40 PM this 12th day of
March, two thousand and twenty.

A handwritten signature in cursive script, reading "Charles D. Baker". The signature is written in dark ink and is positioned above a horizontal line.

CHARLES D. BAKER
GOVERNOR
Commonwealth of Massachusetts



Agenda Item Summary

Agenda Item #	VI. 1.
Date	1/27/2021

Staff

Ken Beaugrand, Real Estate Specialist

Subject

License to be granted by the County Commissioners to the Nantucket Islands Land Bank for a road easement and parking easement for the Hoicks Hollow parking area of the Sankaty Head Golf Club.

Executive Summary

The Land Bank is creating an island-wide trail in conjunction with the Massachusetts Audubon and the Nantucket Land Council and this would be the eastern end of that trail. Sankaty Head Golf Club granted as easement for this portion of their property to the County in 2002. While not required, the Town will advise the Golf Club that the Land Bank will now be managing and maintaining this easement.

Staff Recommendation

Proceed to execute the license as prepared by Town Counsel.

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

Improves the maintenance and use of this island resource.

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

Part of the Quality of life and Environmental Leadership Strategic Plan goals.

Attachments

License Agreement; Email from Land Bank with graphic; easement with plan



LICENSE AGREEMENT

THIS LICENSE AGREEMENT is entered into this ____ day of _____, 2021, by and between the County of Nantucket, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, acting by and through its Board of County Commissioners, having an address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (the "Licensor") and the Nantucket Islands Land Bank, established pursuant to Chapter 669 of the Acts of 1983 as amended (the "Land Bank Act"), acting by and through the Nantucket Islands Land Bank Commission, having an address of 22 Broad Street, Nantucket, Massachusetts 02554 (the "Licensee").

WHEREAS, the Sankaty Head Golf Club, Inc. ("Sankaty") is the owner of land located on Hoicks Hollow Road, Nantucket, Massachusetts shown as Lot A on Land Court Plan No. 10070-A, by virtue of the Certificate of Title No, 6994 filed with Nantucket Registry District of the Land Court (the "Sankaty Property");

WHEREAS, Sankaty granted an easement over a portion of Sankaty Property to the Licensor shown as "Parking Easement" on a plan of land entitled "Easement Plan of Land at 18 Hoicks Hollow Rd, Prepared for Sankaty Head Golf club, Inc.," dated January 14, 2002, prepared by Charles W. Hart & Assoc., Inc., attached as Exhibit A to the Grant of Easement dated February 21, 2002, filed with said Registry District of the Land Court as Document No. 96627, a copy of which is attached hereto and incorporated herein for reference(the "License Area");

WHEREAS, the Licensee is planning to construct the "Coast to Coast Trail" commencing at Hoicks Hollow Road and wishes to use the License Area for parking for the public and consequently wishes to survey the License Area to clearly define the boundaries of the License Area, maintain a parking area for the public, erect a sign identifying the trail location and parking lot and erecting a fence or placement of other boundary markers, i.e. rocks all on the License Area, all at its cost and expense, and has requested the Licensor's permission to use the Licensor's Property for these purposes;

WHEREAS, the Licensor is willing to grant permission to Licensee to use the License Area for the above-described purposes subject to the following terms and conditions; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the parties hereto agree as follows:

1. Licensor hereby permits Licensee, its contractors, agents, invitees, permittees and licensees, a non-exclusive right to enter upon the License Area for the sole purposes to survey the License Area, maintain a parking area for the public use, erect a sign identifying the trail location and parking lot, and erect, place, maintain and repair a fence or other boundary markers i.e. rocks or stakes, all on the License Area at its sole cost and expense, the improvements

and location thereof which are approved by Licensor and in accordance with all federal, state and local laws, regulations, ordinances and by-laws. Such entry and use shall be exercised from the date of the execution of this License for a term of five (5) years, which may be renewed upon the County's approval for additional five (5) year terms, or is revoked or terminated pursuant to Section 8 below. Licensor makes no representation or warranty, by said grant of license hereby or otherwise, that the Licensor has title to or rights in the License Area or that the License Area may be used for a particular purpose. Licensee acknowledges that they have not relied upon any warranties or representations of the Licensor nor any person acting on behalf of the Licensor, and that Licensee agrees to accept the License Area "as is", with no liability on the part of the Licensor for any condition or defect or title in the License Area, whether or not known to the Licensor or any representative of the Licensor. The terms of this paragraph shall survive the termination of this License.

2. Licensee hereby releases Licensor from any and all claims and liabilities of any nature whether known or unknown, both in law or in equity, which Licensee has or may have had from the beginning of the world to the date of execution of this license. Licensee also agrees to indemnify, defend and hold Licensor harmless from and against all claims, demands, losses, costs, damages, causes of action, or liabilities whatsoever, including but not limited to mechanic's liens and reasonable attorney's fees and expenses, which may be imposed upon, incurred by, or asserted against the Licensor or its agents, employees, successors and assigns by reason of (a) any failure on the part of the Licensee, its agents, contractors, representatives, licensees, permittees or invitees to comply with any provision or term required to be performed or complied with by Licensee, its agents, contractors, representatives, licensees permittees or invitees under this License; (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever, other than the Licensor relating in any way, to the Licensee's exercise of its rights under this License; (c) the discharge, release or threatened release at or from the License Area of oil or hazardous material as defined under federal, state or local law which is caused by Licensee, its agents, contractors, representatives, licensee, permittees or invitees under this License. Licensee will be solely responsible for any hazards created through Licensee's conduct in connection with this License. Furthermore, Licensee hereby releases the Licensor from any responsibility or liability for Licensee's losses or damages related to the condition of the License Area, and Licensee agrees and covenants that it will not assert or bring, nor cause any third-party to assert or bring any claim, demand, lawsuit or cause of action against the Licensor including without limitation, claims for property damages, diminution in property, value claims, personal injury damages and any other damages relating to or arising from the Licensee's use of the License Area. The provisions of this Paragraph shall survive the termination of this License.

3. The Licensee agrees that it shall use the License Area in a manner customary for a parking area and its use for signage and the construction of a fence or placement of boundary markers. The Licensee agrees that it shall use and occupy the License Area at its own risk, and the Licensor shall not be liable to Licensee for any injury or death to persons entering the License Area pursuant to the License, or loss or damage to vehicles, equipment, or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through the Licensee, that are brought upon the License Area pursuant to the License. Licensee shall be responsible for the condition of the parking area, signage and fencing or boundary markers and agrees to maintain them in good and safe condition and repair, at its sole cost and expense. Licensee agrees not to place or construct any additional structures or improvements in, on, under, over or across the License Area, or store any equipment, materials or property of any kind on the License Area. During the exercise of the rights hereby granted, the use of the License Area by Licensee shall not unreasonably interfere with the use of the License Area by the Licensor, and shall observe and obey directives of the Licensor as well as all applicable laws, statutes, ordinances, regulations and permitting or licensing requirements.
4. This License shall not be construed as creating or vesting in the Licensee any estate in the License Area, but only the limited right of possession as hereinabove stated.
5. This License is personal and exclusive to the Licensee and is not intended to run with the land. This License may not be transferred or assigned without the prior written consent of the Licensor.
6. This License represents the complete understanding and entire agreement between the parties hereto. Any prior agreements or understandings, whether written or oral, are hereby superseded and of no effect.
7. This License is to be interpreted under and construed in accordance with the laws of the Commonwealth of Massachusetts. The parties agree that venue for any dispute arising from this License will be the Nantucket District Court.
8. This License shall be revocable by either party upon written notice of revocation at least thirty (30) days prior to the termination date stated within said notice. If the License is revoked or terminated pursuant to this Section, then Licensee agrees to remove any of its personal property and restore the License Area to its original condition as reasonably practicable.
9. The Licensee shall maintain during the term of this License public liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of

the Licensee under the terms and condition of this License to indemnify, defend and hold harmless the Licensor pursuant to insurance coverage on the Property held by the Licensee: General Liability \$1,000,000.00 per occurrence; Bodily Injury Liability \$2,000,000.00 per occurrence; and Property Damage Liability or a combined single limit of \$2,000,000.00 annual aggregate limit. Prior to entering upon the Licensed Premises, and thereafter on or before January 1 of each year of the term of this License, Licensee shall provide the Licensor with a certificate of insurance in each case indicating the Licensor as an additional insured on the policy and showing compliance with the foregoing provisions. Licensee shall require the insurer to give at least thirty (30) days written notice of termination, reduction or cancelation of the policy to Licensor. Licensee or Licensee's contractors shall maintain workmen's compensation insurance during any site work, maintenance or repair on the License Area as required by law. Licensee agrees that while any contractor is performing work on behalf of the Licensee at the License Area the contractor shall carry liability insurance and automobile liability insurance in amounts of General Liability and Automobile Liability insurance in amounts of \$1,000,000.00, combined single limit and shall name the Licensor as an additional insured party. Prior to any construction or site work on the License Area performed by the Licensee or any contractor on behalf of the Licensee on the License Area, Licensee shall provide Licensor with a copy of the contractor's insurance certificate indicating liability insurance coverage as herein specified.

Signature Page to Follow

EXECUTED as an instrument under seal as of the date first above written.

LICENSOR:

LICENSEE:

COUNTY OF NANTUCKET
By its Commission

NANTUCKET ISLANDS LAND
BANK
By its Commission

From: [Jesse Bell](#)
To: [Erika Mooney](#)
Cc: [Vicki S. Marsh \(vmarsh@k-plaw.com\)](#)
Subject: RE: Public Parking Easement @ End of Hoicks Hollow Rd
Date: Friday, January 22, 2021 3:01:26 PM

We would most likely want to utilize as much of the parking area as possible for parking but we cannot pinpoint exactly where the fence/rocks will be until we get it surveyed. Need to make those decisions in the field after the survey is done...

From: Erika Mooney <EMooney@nantucket-ma.gov>
Sent: Friday, January 22, 2021 2:11 PM
To: Jesse Bell <jbelle@nantucketlandbank.org>
Cc: Vicki S. Marsh (vmarsh@k-plaw.com) <vmarsh@k-plaw.com>
Subject: RE: Public Parking Easement @ End of Hoicks Hollow Rd

Sorry, this isn't very clear to me in terms of where the proposed fencing or rocks or whether might be placed, are going.

Erika

Erika D. Mooney
Operations Administrator
Town of Nantucket
16 Broad Street
Nantucket MA 02554
508-228-7266
508-228-7272 Fax

From: Jesse Bell <jbelle@nantucketlandbank.org>
Sent: Friday, January 22, 2021 11:14 AM
To: Erika Mooney <EMooney@nantucket-ma.gov>
Cc: Vicki S. Marsh (vmarsh@k-plaw.com) <vmarsh@k-plaw.com>
Subject: RE: Public Parking Easement @ End of Hoicks Hollow Rd

Erika:

Attached is our preliminary in-house assessment of the parking easement on the property. If the license is approved, we would have the area professionally surveyed to be sure we are delineating it correctly. We do not know where the sign would be exactly yet. I think we would want to have the flexibility to make that determination down the road after we see the area we have to work with and figure out design/dimensions of the sign, etc. Hopefully that works.

Thanks,
Jesse

From: Erika Mooney <EMooney@nantucket-ma.gov>
Sent: Friday, January 22, 2021 9:24 AM
To: Jesse Bell <jbelle@nantucketlandbank.org>

Subject: RE: Public Parking Easement @ End of Hoicks Hollow Rd

Importance: High

Hi Jesse:

Can you please provide a sketch – just over the existing easement plan is fine – showing the proposed fenced area and the sign? Any chance I could get this today for the packet? Thanks.

Erika

Erika D. Mooney
Operations Administrator
Town of Nantucket
16 Broad Street
Nantucket MA 02554
508-228-7266
508-228-7272 Fax

From: Jesse Bell <jbell@nantucketlandbank.org>

Sent: Thursday, December 3, 2020 3:12 PM

To: Erika Mooney <EMooney@nantucket-ma.gov>

Subject: Public Parking Easement @ End of Hoicks Hollow Rd

Hi Erika,

I am inquiring into the possibility of the Land Bank being able to survey, delineate, fence, and hence, clearly establish the parking area easement held by the Town at the end of Hoicks Hollow Road (doc attached). We would do this if the Town would allow us to install a trailhead sign for the permanent “coast to coast” trail we have been working on putting together with NCF and MA Audubon (route map attached). It occurred to me that this may need to go through legal review because the Town merely holds an easement, although the language of it states that the Town can “manage and maintain” the easement “as if it had been taken in fee by the County as a public way”. So, I would think if the Town could permit delineation, fencing, and signage directing a trail route on a public way... it would also be able to do so with this easement. But alas, I am not Town counsel, so I think the following questions should be asked:

1. Does our proposed work fall within the scope of the easement?
2. As holder of the easement would the Town have the authority to permit this work OR, provided the Town supports the idea, would it be better to characterize this as the Land Bank acting on behalf of the Town in reclaiming this parking area for public use?

Presumably the Town negotiated something for this parking easement back in 2002 so we would hope there would be support for having it clearly defined and established (especially in light of the commercial machinery/equipment being stored there). Currently there is no delineation or signage indicating it is public parking.

Thanks so much!

Jesse

Jesse A. Bell, Esq.

Assistant Director

Nantucket Islands Land Bank

22 Broad Street

Nantucket, MA 02554

p (508) 228-7240

f (508) 228-9369

jbelle@nantucketlandbank.org



Think before you print!

This email was scanned by Bitdefender

Document No. 096627

Document No. 096627

EASEMENT

Essex Registry District
APR 10 2002

RECEIVED FOR REGISTRATION

1 O'CLOCK 25 M P M

NOTED ON CERTIFICATE NO. 6994

IN REGISTRATION BOOK PAGE

ATTEST Janet A. Kelley ASST RECORDER

000341

GRANT OF EASEMENT

SANKATY HEAD GOLF CLUB, INC, a Massachusetts corporation ("Sankaty"), having its principal place of business at Nantucket, Massachusetts, for consideration paid, grant to the COUNTY OF NANTUCKET, a political subdivision of the Commonwealth of Massachusetts (the "County"), having its principal place of business at 16 Broad Street, Nantucket, Massachusetts 02554, the following permanent easements in the land owned by Sankaty shown as Lot A upon Land Court Plan 10070-A (the "Locus"), standing in the record ownership of Sankaty by virtue of Certificate of Title No. 6994 at the Nantucket Registry District of the Land Court:

(a) An easement for public use to pass, repass and use for all purposes for which public ways are now or may in the future customarily be used in the Town and County of Nantucket, in and over that certain portion of the Locus shown as "EASEMENT (16.50 FT. WIDE)" (including that portion thereof which is wider than 16.50 feet, lying to the east of the "Top of Bank") upon the "Easement Plan of Land at 18 Hoicks Hollow Road" by Charles W. Hart & Assoc., Inc., dated January 14, 2002, a copy of which is attached hereto as Exhibit A (the "Easement for Way").

(b) An easement for parking of vehicles by members of the public, upon that portion of the Locus shown upon said plan, a copy of which is attached hereto as Exhibit A, as "Parking Easement" (the "Parking Easement").

By accepting this Grant of Easement, the County hereby undertakes to manage and maintain the land situated within the Easement for Way and the Parking Easement in the same manner as such land would be maintained if it had been taken in fee by the County as a public way, and to be responsible for the removal of trash and debris on a regular basis. Notwithstanding the foregoing, the County may from time to time enter into arrangements with Sankaty by which Sankaty may assume responsibility for any of such management or maintenance, in which event the County shall be relieved from the responsibilities assumed by Sankaty.

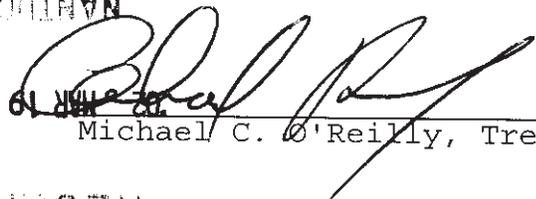
Executed and sealed on 2-21-, 2002.

SANKATY HEAD GOLF CLUB, INC.

By:



Walter C. Wilson, President
NANTUCKET TOWN CLERK



Michael C. O'Reilly, Treasurer

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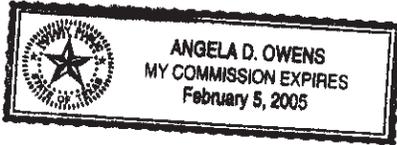
02

STATE OF TEXAS

Harris County, ss.

27 February, 2002

Then personally appeared the above-named Walter C. Wilson, as President of Sankaty Head Golf Club, Inc., and acknowledged the foregoing instrument to be the free act and deed of Sankaty Head Golf Club, Inc., before me,



Angela D. Owens
Notary Public

Printed name: Angela D. Owens
My commission expires: 2/5/2005

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

2/21, 2002

Then personally appeared the above-named Michael C. O'Reilly, as Treasurer of Sankaty Head Golf Club, Inc., and acknowledged the foregoing instrument to be the free act and deed of Sankaty Head Golf Club, Inc., before me,

Rosemary J. Bontempi
Notary Public

Printed name:
My commission expires:

Rosemary T. Bontempi
Notary Public
My Commission Expires
January 9, 2009

ACCEPTANCE OF EASEMENT

The County of Nantucket, acting by and through a majority of the duly elected and serving County Commissioners, do hereby accept the easement over land known as "Hoicks Hollow Road" in the Town of Nantucket as identified in the Grant of Easement from Sankaty Head Beach Club, to be recorded herewith, for purposes of a public way.

Dated this 30th day of January 2002.

COUNTY OF NANTUCKET
COUNTY COMMISSIONERS

Timothy M. Soverino
Steve Bender
Francis Santos
SB
M Fee

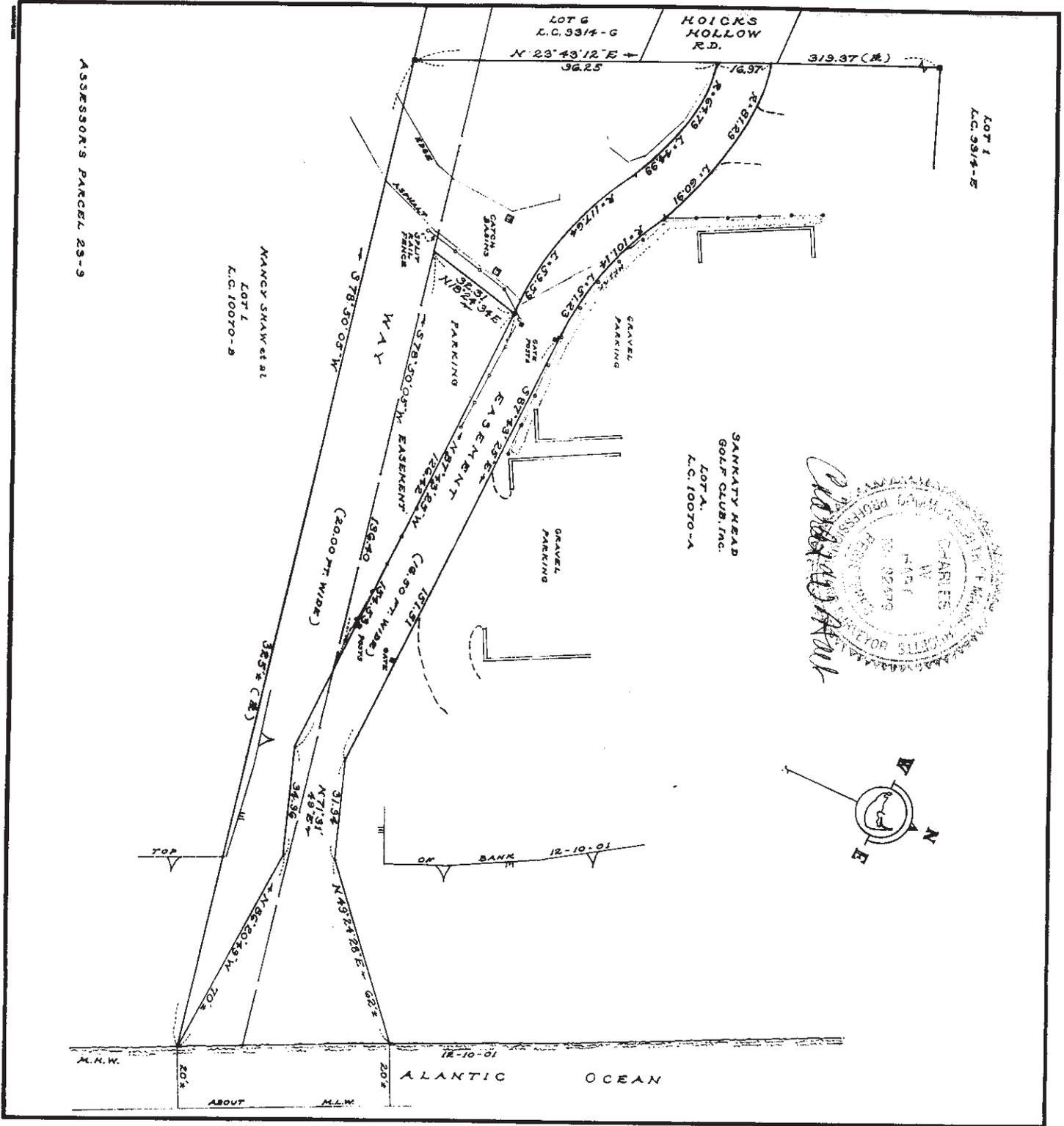
COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

January 30, 2002

Then personally appeared the above-named Timothy Soverino, Francis Santos, Steve Bender, Francis Spriggs, and Matthew Fee, as they constitute a majority of the County Commissioners, and on behalf of the County of Nantucket, acknowledged the foregoing instrument to be their free act and deed, before me.

Nancy S. Oliver
Notary Public *NANCY S. OLIVER*
My commission expires: *9/1/06*



REVISIONS	DESCRIPTION
DATE	
PROJECT TITLE	
EASEMENT PLAN OF LAND AT 18 HOICKS HOLLOW RD.	
PREPARED FOR: SANKATY HEAD GOLF CLUB, INC.	
CHARLES W. HART & ASSOC., INC. PROFESSIONAL LAND SURVEYORS SAFORD BOAT BUILDING 49 SPARKS AVENUE NANTUCKET, MASS. 02564 (508) 228-8910	
SCALE 1" = 20'	
DATE JAN. 14, 2003	SHEET
DRAWN: C.W.K.	1
CHECKED: C.W.K.	
FIELD BOOK: 47-55	
JOB NO.: 03009	OF 1

000340

096627



TOWN AND COUNTY OF NANTUCKET

16 Broad Street
Nantucket, MA 02554
Telephone (508) 228-7255
Fax (508) 228-7272

April 10, 2002

I hereby certify that on January 30, 2002, at their regularly scheduled meeting, the County Commissioners unanimously voted to accept a grant of easement from the Sankaty Head Gold Club, Inc., over property located at the end of Hoicks Hollow Road, Nantucket, MA.



Nancy S. Oliver
Clerk

FY 2022 Nantucket County Budget

County Commissioners
January 27, 2021

County Agencies

- **County Administration**
- **Registry of Deeds**
 - **Administration**
 - **Deeds Excise**

County Revenue Sources

- **Town Assessment**
- **Deeds Excise Revenue**
- **Recording Fees**
- **Corrections Deeds Excise (Public Safety Facility)**
- **Registry of Deeds Excise Fund Balance**
- **County Fund Balance**

FY 2022 Projected Revenue

- **Town Assessment: *\$174,455***
- **Deeds Excise Receipts: *\$478,125***
 - **County Admin: *\$286,875***
 - **Registry of Deeds: *\$191,250***
- **Recording Fees: *\$171,500***
- **Corrections Deeds Excise: *\$250,000***
- **TOTAL PROJECTED REVENUE: *\$1,074,180***

County Funding Requirement (also known as “maintenance of effort”)

- **By law, the County must provide a certain amount of NON-deeds excise revenue to the Registry**
- **The amount increases by 2½% per year**
- **FY 22 county funding requirement:**
 - **Registry: *\$346,055***

FY 22 Projected Expenses

- **County Administration -- \$258,964**
 - No employees (funded through the County)
 - Main expenses are legal and professional services
- **Registry of Deeds -- \$511,234**
 - 3 full-time employees
 - Administrative expenses
 - Deeds Excise/special projects
- **Public Safety Facility Debt Service -- \$250,000**

- **TOTAL PROJECTED EXPENSES: \$1,020,218**

Comparison with FY 21 Budget

FY 2021

- *County Admin*
 - ***\$258,964***
- *Registry of Deeds*
 - *Payroll = \$403,662*
 - *Operating Expenses = \$45,088*
 - ***Total = \$448,750***
 - *Deeds Excise Payroll = \$0*
 - *Deeds Excise Expenses = \$37,760*
 - ***Deeds Excise Total = \$37,760***

TOTAL REGISTRY OF DEEDS BUDGET = \$486,511

- *Public Safety Facility Debt Service*
 - *250,000*
- ***TOTAL COUNTY BUDGET = \$995,475***

FY 2022

- *County Admin*
 - ***\$258,984***
- *Registry of Deeds*
 - *Payroll = \$416,726*
 - *Operating Expenses = \$48,557*
 - ***Total = \$465,282***
 - *Deeds Excise Payroll = \$*
 - *Deeds Excise Expenses = \$45,952*
 - ***Deeds Excise Total = \$511,234***

TOTAL REGISTRY OF DEEDS BUDGET = \$

- *Public Safety Facility Debt Service*
 - *250,000*
- ***TOTAL COUNTY BUDGET = \$1,020,218***

Next Steps

- **Nantucket County Review Committee (Finance Committee) reviews and/or adopts the budget at meeting of February 02,2021**