NANTUCKET LAND BANK

Farmland Licensing Program – Request for Responses

The Nantucket Islands Land Bank ("NLB") is soliciting Requests for Responses ("RFR") from Farmers interested in pursuing agricultural activities on the NLB property located at portions of 160 & 168 Hummock Pond Road. Mt. Vernon Farm has been in continuous agricultural use from the 1850s to present. This prominent location has previously been used for various farming endeavors including the growing of vegetables and apples, production of dairy and meats, as well as the sale of livestock. With this diverse history of uses, the NLB is currently seeking proposals for any agriculture endeavors.

The selected Farmer will be expected to play a stewardship role and be a public representative of the Land Bank in managing this agricultural property. Preference will be given to farming proposals that articulate clear public benefits and respect the existing environmental conditions of the property as well as the aesthetic character of the area. Preference will be given to collaborative farming endeavors that incorporate multiple farmers or farm businesses.

Please be advised that any written proposal submitted to the Land Bank in response to this RFR will become public record and subject to disclosure upon request under the provisions of the Massachusetts Public Records Law.

1. RFR Release Date	March 30, 2023
2. Site Visit	April 10, 2023
3. Response Due Date	May 4, 2023
4. Proposal Review and Interview Period	May 8-19, 2023
5. Notification and Award Date	May 23, 2023
6. Agricultural Activities Begin	May 25, 2023

Contents of Request for Response

1. Land Licensing Opportunity Summary

a. Responses Sought For: The agricultural use of approximately 9+ acres located at 160 & 168 Hummock Pond Road, an agricultural property in Nantucket, Massachusetts.

b. Overview and Goals: In furtherance of the agricultural component of the Nantucket Islands Land Bank's ("NLB") mission, this solicitation seeks to attract farming proposals aimed at increasing local food production on the island of Nantucket by making additional land available for agricultural use. The property is currently owned and under the care and control of the NLB.

c. Eligible Applicants: Individuals or Entities that are principally and/or substantially engaged in the business of agriculture or farming for commercial purposes. The term "agriculture" or "farming" as used in this document is defined in accordance with the NLB's Agricultural Policy, appended hereto as **Attachment C**. An agreement may be reached with a single or multiple applicants. The NLB is seeking farmers who have dedicated a minimum of 3 years to the practice of agriculture.

d. A site visit will be held on April 10, 2023 at 1pm

e. Application Deadline: **May 4, 2023 by 4pm**

f. Application Process: After submission, the Responses will be reviewed by a Committee appointed by Jesse Bell, Executive Director of the NLB. Responses will be assessed using a categorical grading system that includes the following tiers: *Highly Advantageous, Advantageous, and Not Advantageous.* The Committee will conduct in-person interviews with all candidates and may elect to invite a candidate or candidates for a walk-through on farm property to better understand their proposal. After all Responses have been fully reviewed and ranked, and references have been contacted, a recommendation reflecting the consensus of the Committee will be presented to the NLB Commission for a license award to the highest-ranking Response.

g. Total Anticipated Duration of Contract: Five (5) years with the option to renew for additional five (5) year periods up to fifteen (15) years. In the case of termination of contract at the end of five (5) years, an updated Request for Response will be issued. In the case of consecutive renewals for up to fifteen (15) years from the initial date of the original license period, an updated Request for Response will be issued for the property.

h. The selected Farmer shall be expected to comply with all applicable federal, state and local laws and regulations in the performance of their work.

i. Contact Information:

Rachael Freeman
Director of Environmental and Agricultural Resources
Nantucket Islands Land Bank
Nantucket, MA 02554
508-228-7240; rfreeman@nantucketlandbank.org

j. This solicitation is not subject to or being undertaken pursuant to any of the procurement laws of the Commonwealth of Massachusetts, including, but not limited to, Chapters 30B or 149 of the General Laws.

2. Performance and Contract Specifications

a. Eligibility

Eligible Applicants:

Agricultural operations (as defined by the NLB Agricultural Policy) constitute activities performed by individuals and/or entities who are principally and substantially engaged in the business of production agriculture or farming for commercial purposes and:

- Are legally recognized entities within the Commonwealth and have the ability to enter a legally binding agreement with the NLB.

-Have demonstrated the capacity to implement and administer projects and programs as defined in the evaluative criteria of this RFR.

-If the applicant is not an individual doing business under his/her own name, the Response must describe the status of the organization (whether a non-profit or charitable institution, a partnership, a business association, or a joint venture) and indicate the jurisdiction under whose laws it is organized and operating.

Only Responses for agricultural uses which comply with the uses described in the NLB Agricultural Policy shall be considered as eligible.

Applicants are required to comply with all federal, state, and local statutes, regulations, ordinances, and bylaws applicable to the performance of their work.

Applicants who maintain existing agricultural operations shall be subject to a site visit with advance notice.

Applicants are required to be residents of the Commonwealth.

Ineligible Responses:

Responses from applicants whose operation is out of compliance with any programs, laws or regulations pertaining to agriculture.

Responses from applicants failing to meet requirements for previous or existing licenses, permits, certificates of approval, certificates of completion, including Agricultural

Preservation Restrictions and/or assistance programs or from applicants with poor past contract performance as determined by NLB in its sole discretion.

Responses for the growing of marijuana or hemp are not eligible.

b. Contract Specifications

Agricultural Field Descriptions:

Please refer to the attached plan for individual fields **(Attachment B**). All soil types and acreages are approximate.

All property and field information provided in **Attachment B** are provided for informational purposes only and NLB makes no guarantees or warranties concerning the condition of the property. Applicants are encouraged to familiarize themselves with existing conditions and independently inspect the property.

Condition of the Licensed Premises:

Applicants shall review and the selected Applicant (the "Licensee") shall be subject to all terms and conditions contained in the License Agreement attached hereto as **Attachment D**. Submission of a Response constitutes an acknowledgment that the Licensee accepts the terms and conditions stated in the License as well as this Request for Responses.

Utilities:

The Licensed Premises are served by all utilities.

There is not an existing well. Installation of additional water lines or wells may be allowed with prior approval of NLB. Any payment for Town water (if utilized) shall be the sole responsibility of the Licensee(s).

If NLB (the "Licensor") provides any utility system or service at the Licensed Premises or agrees to pay for the cost of any utility service, Licensor makes no representation or warranty whatsoever with respect thereto, including, without limitation, no representation or warranty as to the adequacy of the same for the purposes and use of Licensee.

Licensor shall not be responsible for any interruption in utility service.

Licensor may, at any time, require Licensee to contract directly with the supplier of such service.

Minimum Acceptable Rent:

No minimum rent has been established for the agricultural fields and/or license areas. All rents will be negotiated and determined based on the proposed use of the fields and license areas with the selected Licensee.

All rent shall be payable to the "Nantucket Islands Land Bank".

c. Response Terms

Use Guidelines and Eligibility:

A license agreement will be negotiated and executed between the NLB and the selected applicant(s) to outline the terms and conditions of use. The License Agreement shall contain, at minimum, the terms set forth in **Attachment D**. The License Agreement shall be for a term of five (5) years with the option to renew for additional five (5) year periods up to fifteen (15) years.

Insurance:

Licensee shall keep in force, at Licensee's sole cost and expense during the full term of this License and during such other times as Licensee occupies the Licensed Premises or any part thereof, the following insurance policies:

Comprehensive General Liability Insurance insuring Licensee against all claims and demands for personal injury or damage to property that may be claimed to have occurred upon or about the Licensed Premises.

Vehicle Liability Insurance covering each vehicle of Licensee entering the Licensed Premises.

Workers Compensation Insurance covering Licensee's employees upon the Licensed Premises in such amounts as are required by law.

All insurance coverage required shall be by standard policies obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts.

Licensee shall provide to the NLB a Certificate of Insurance evidencing compliance with this provision prior to signing a License Agreement and upon the annual anniversary of the start date of the License.

In no case shall the limits of liability be less than the following:

1. Contractor's Liability Insurance

    a. Workers' Compensation:

        1. State: Statutory

        2. Employer Liability:

            $_1,000,000_ Bodily Injury by Accident

            $_1,000,000_ Bodily Injury by Disease - policy limit

            $_1,000,000_ Bodily Injury by Disease - each

    b. Commercial General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage (including coverage for XCU hazards), Contractual Liability, and Personal Injury).

        1. $_1,000,000_ Each Occurrence

            $_2,000,000_ Aggregate (applies per project)

        2. Products and Completed Operations insurance shall be maintained for a minimum period of 2 years after final payment and Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned.

    c. Comprehensive Automobile Liability (for all owned, non-owned, and hired vehicles entering the Licensed Premises) covering Bodily Injury and Property Damage:

        1. $_1,000,000_Combined Single Limit – Each Accident

d. Umbrella Liability Coverage

$_5,000,000_Each Occurrence/Aggregate.

Policy must provide follow form coverage and excess limits over Commercial General Liability, Automobile Liability, and Employers Liability

e. Pollution Liability Coverage: Insurance with a limit of not less than $1,000,000 per occurrence and in the aggregate. Policy should include coverage for ongoing and completed site operations, transportation incidents and non-owned disposal sites. It shall include coverage for liability and clean up expenses. Coverage under a "claims made" policy shall remain in effect for a period of two years after final completion of all work.

Except for Workmen's Compensation, all liability coverage shall name the Town of Nantucket and Nantucket Islands Land Bank as an additional insured and shall provide for 30 days prior written notice of any modification or termination of coverage provided thereby. The Contractor shall provide the Town of Nantucket and Nantucket Island Land Bank with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

3. Instructions For Submission of a Response

a. Evaluation Criteria: Each Response will be graded using the following standards as well as the specific criteria listed in **Attachment A**: Applicant Response Form.

Response complies with submission requirements and formatting template provided in this RFR and includes adequate supporting documentation.

Response includes agricultural activities which fall under the scope defined by the NLB Agricultural Policy attached as **Attachment C**.

Applicant is a resident of the Commonwealth.

The NLB recognizes the Town of Nantucket as a DEI community and values diversity in its agricultural licensing program. Accordingly, socially disadvantaged farmers, limited resource farmers, women, minorities, and veteran farmers are encouraged to submit a Response and indicate how they would contribute to promoting diversity in the program.

Applicant is a farmer who leases, owns or operates a farm or has historically been involved in agricultural operations.

Applicant has past experience and demonstrates knowledge and capacity (e.g. access to farm machinery, etc.) with land management for commercial agricultural purposes.

Applicant and all supporting staff engaged in the farming operation demonstrate a high level of proficiency in managing a farm in terms of skill/experience as documented in resume(s) and/or qualification statement(s) and/or references.

The Response clearly outlines a viable farm plan for commercial use of the property that includes stewardship of the land in a way that is consistent with NLB values and the character of the area.

Agricultural land use plan promotes sustainable agricultural practices and includes but is not limited to the following:

-Activities to improve the property for agricultural use (e.g. amendments for soil fertility, implementation of Best Management Practices (BMPs)).

-Provisions for soil conservation measures recommended by the County Conservation District and the Natural Resources Conservation Service (e.g. crop rotation, cover cropping).

-Commitment to minimizing pesticide use (e.g. implementation of an Integrated Pest Management Plan (IPM)).

- Intention to farm the property to its maximum possible commercial extent.

b. Response Submission Information Deadline

Responses must be received by mail, hand delivery, or electronically via email no later than **Thursday, May 4, 2023, at 4pm**.

All materials must be delivered to:

Rachael Freeman

Director of Environmental and Agricultural Resources

Nantucket Islands Land Bank

22 Broad Street

Nantucket, MA 02554

Telephone: 508-228-7240

Email: rfreeman@nantucketlandbank.org

c. Additional Required Documentation

If selected, the Respondent will be required to submit the following forms to complete the contract:

-A License Agreement which will be adapted to the specific license area and to reflect the terms agreed upon by the parties to accomplish the purposes of the RFR (**Attachment D**).

- Completed Certificate of Tax Compliance (**Attachment E**).

-Completed Certificate of Corporate Authority (**Attachment F**).

-A deposit of one year's rent in the form of a **certified** personal check, cashier's check, or money order made payable to: Nantucket Island's Land Bank.

Respondents are encouraged to review these forms prior to submission of a Response. They are available as attachments to this document.

4. Deadlines and Procurement Calendar

a. Release of RFR: Thursday, March 30, 2023
b. Site Visit: Thursday, April 10, 2023, 1pm
c. Application Due Date: Thursday, May 4, 2023
d. Estimated Award Date: Tuesday, May 23, 2023
e. Estimated Contract Start Date: Thursday, May 25, 2023

5. Miscellaneous

a. Type of Agreement: License
b. RFR Distribution Method

This RFR has been made available via the NLB website at https://www.nantucketlandbank.org/about/legal-notices/

Respondents may not alter RFR language or any RFR component files. Those submitting a Response must respond in accordance with the RFR directions and complete only those sections that prompt a Respondent for a response. Modifications to the body of this RFR, specifications, terms and conditions, or which change the intent of this RFR are prohibited. Any unauthorized alterations will disqualify response.

c. List of Attachments

1. Attachment A: Applicant Response Form
2. Attachment B: Property Description, License Areas and Use Areas
3. Attachment C: NLB Agricultural Policy
4. Attachment D: License to Operate a Farm at 160 & 168 Hummock Pond Road
5. Attachment E: Certificate of Tax Compliance
6. Attachment F: Certificate of Corporate Authority

ATTACHMENT A

Applicant Response Form

Applicant Name	
Mailing Address	
Phone	
Email	
Relevant Licenses or Certifications	

a. Selection Process

All Responses will be initially reviewed to determine completeness. Incomplete Responses will be rejected without evaluation of comparative criteria. Complete Responses will be considered pursuant to the evaluative criteria specified below. A Response which fails to include any material information or documentation listed in the Response submission requirements is considered incomplete and may be rejected.

Each Response will be reviewed by the Evaluation Committee. Responses will be reviewed using the evaluative criteria described below and those that are determined to be both responsive and responsible (i.e., having the capability, integrity, and reliability to perform the work) will be further considered in accordance with the terms of this RFR. Responses will be assessed according to the evaluative criteria listed below, and for comparative purposes, the applicant's response to each criteria will be rated as *Highly Advantageous, Highly Advantageous, Advantageous, Not Advantageous*.

Evaluative Criteria

Please reply directly to each item listed below.

1. Experience Managing, Operating and Maintaining a Farm

- Describe the experiences that have prepared you to develop and operate a farm at 168 Hummock Pond Road and how you plan to ensure financial solvency. Provide details of your qualifications, including experience with market farming, wholesale farming, organic farming, and regenerative practices.
- What is your knowledge of and connection to Nantucket Island? Preference will be given to those applicants who have demonstrated capacity to contribute to the Nantucket community in terms of commerce and sustainability.

Highly Advantageous: Responder comprehensively responded to the criteria set forth above and/or demonstrates more than five (5) years farming experience, which farm(s) generated income for the community while remaining affordable and accessible to the public.

Advantageous: Responder somewhat responded to the criteria set forth above and/or demonstrates three (3) to five (5) years farming experience, which farm(s) generated income for the community while remaining affordable and accessible to the public.

Not Advantageous: Responder inadequately or unclearly responded to the criteria set forth above and/or demonstrates three (3) or fewer years of experience managing a successful farming operation.

2. References Regarding Farm Management, Operations and/or Maintenance Performance

Professional Reference (name, phone and email)	
Professional Reference (name, phone and email)	
Professional Reference (name, phone and email)	

Highly Advantageous: Three (3) or more agriculture industry references, which indicate superior quality of performance.

Advantageous: Less than three (3) agriculture industry references, which indicate only good quality of performance.

Not Advantageous: Less than three (3) agriculture industry references, which indicate only fair quality of performance.

3. Operational Plans

- Describe your plans for operating the farm at 168 Hummock Pond Road. Please include when and how you will begin, what your priorities will be, production plans (type and quantity of produce), whether you intend to hire and/or house employees, and any other details that will assist the evaluation committee in understanding your farm plan.
- Briefly describe your planned agricultural practices, cover cropping, composting, fertilization, irrigation, tilling, crop rotation, integrated pest management, etc.

- Describe any improvements, semi-permanent structures, or perennial plantings you envision. Please list any additional infrastructure you anticipate will involve financial assistance from NLB.
- Describe how you will incorporate public benefit into your farm operations (examples could include but are not limited to: supporting local food insecurity programs, field trips, classroom presentations, farm workshops, food pantry contributions, cafeteria demonstrations, public access trails, pick-your-own programs, etc.).
- Describe what, if any, community-based agro-entertainment or agro-tourism initiatives you would be interested in hosting.
- Describe how you will determine success using quantifiable measures.

Highly Advantageous: Response was very thorough and specific in addressing all of the above-listed criteria, presenting a thoughtful, carefully outlined proposal.

Advantageous: Response was adequate in addressing the above-listed criteria but was vague or incomplete on certain items.

Not Advantageous: Response was vague and lacked specificity.

4. Marketing and Business Plan

- Describe your long-term vision for the selected parcel and at least 3 goals to be achieved by the end of the 5-year License period(s).
- Year 1 Action Steps: Provide a list of the steps you will take during the first year to initiate your management of the farm.
- Describe in detail your estimated costs, income, and profit margin.
- Describe your plans for marketing your product(s). Describe the commerce pathways through which you anticipate distributing and selling your produce in the community.
- Describe opportunities for expanding and growing the farm beyond the initial 5-year License period.

- How do you propose to incorporate NLB representation in your farm operation? What ideas do you have?

  Highly Advantageous: Response was very thorough in addressing all of the above criteria and demonstrates the potential to be highly successful.
  Advantageous: Response was adequate, and appeared to include viable goals and objectives, but the response on certain items was vague or incomplete.
  Not Advantageous: Response is vague; NLB is unable to determine whether marketing and business plan will be feasible and result in successful outcomes.

5. Property Specific Alignment

- How do you plan to allow or facilitate public access to 168 Hummock Pond Road and the property?
- Describe how you will be minimizing potentially negative impacts to water quality in your agricultural practice on a property which is surrounded by wetlands and within the Hummock Pond watershed.
- OTHER – Please provide a detailed description of other initiatives in alignment with NLB goals which you would seek to implement.

Highly Advantageous: Response was very thorough, appeared substantially consistent with NLB goals and objectives.
Advantageous: Response was adequate, appeared consistent with NLB goals and objectives.
Not Advantageous: Response was vague; NLB is unable to determine if it is consistent with expressed needs or intent of the RFR and NLB.

6. Interviews

Responders will be evaluated as follows during the interview process:

Highly Advantageous: Responder made a detailed, persuasive, and articulate presentation of their Response, and appeared thoroughly familiar with the RFR, the Agricultural Policy of the NLB, and responded to all questions asked by the Committee in a coherent and substantive manner.

Advantageous: Responder made a detailed, articulate presentation of their Response, and appeared sufficiently familiar with the RFR, the Agricultural Policy of the NLB, and responded to nearly all questions asked by the Committee in a coherent and substantive manner.

Not Advantageous: Responder made a general presentation of their Response, and appeared insufficiently familiar with the RFR, the Agricultural Policy of the NLB, and/or failed to respond to most of the questions asked by the Committee.

b. Rule for Award

The Commission will award the License to a qualified Responder making the most advantageous proposal to the NLB taking into consideration all evaluative criteria.

As used herein, the term Responder shall indicate an individual or group who has demonstrated the capacity, skill, ability, and integrity necessary to the faithful performance of the License. Responders may be investigated by the NLB or its designated representative(s) to determine if they are qualified to perform the obligations

of the scope of services. The investigation may seek to determine whether the organization is adequate in size or scope, is or can be authorized to do business in the Commonwealth of Massachusetts, possesses adequate previous experience and whether the Responder has adequate resources in the industry to reasonably assure the NLB that the License will be fulfilled, complied with and completed in accordance with the terms of this RFR. The NLB reserves the right to reject any Response if the evidence submitted by, or the subsequent investigation of such Responder fails to satisfy the NLB that the Responder is properly qualified to carry out the obligations of the license.

c. Response Acceptance and Rejection

Notice of the acceptance of the Response will be given to the successful Responder by the NLB Director of Environmental and Agricultural Resources, Rachael Freeman, in an award letter sent by mail and via email to the mailing and email addresses provided in the Response. Within fifteen (15) business days of the notice of acceptance, the NLB shall deliver a License (in substantially the same form as the attached sample license) to be executed by the successful Responder. If the successful Responder fails to execute the License within seven (7) days of receiving the license, the NLB may choose to accept another Response. The failure of any Responder to examine the License shall not provide relief from the obligations incurred if its Response is accepted. Such License shall not take effect until signed by the Nantucket Land Bank Commission.

ATTACHMENT B

Property Description

Portions of 160 & 168 Hummock Pond Rd

Nantucket, MA 02554

I. Site

A. Acreage

1. Entire site: Approximately 9+ acres

B. Access

1. Hummock Pond Road and Bartlett Farm Road. The dirt road that bisects the property is private and therefore cannot be used for farm purposes without express permission from the landholder.

C. Land

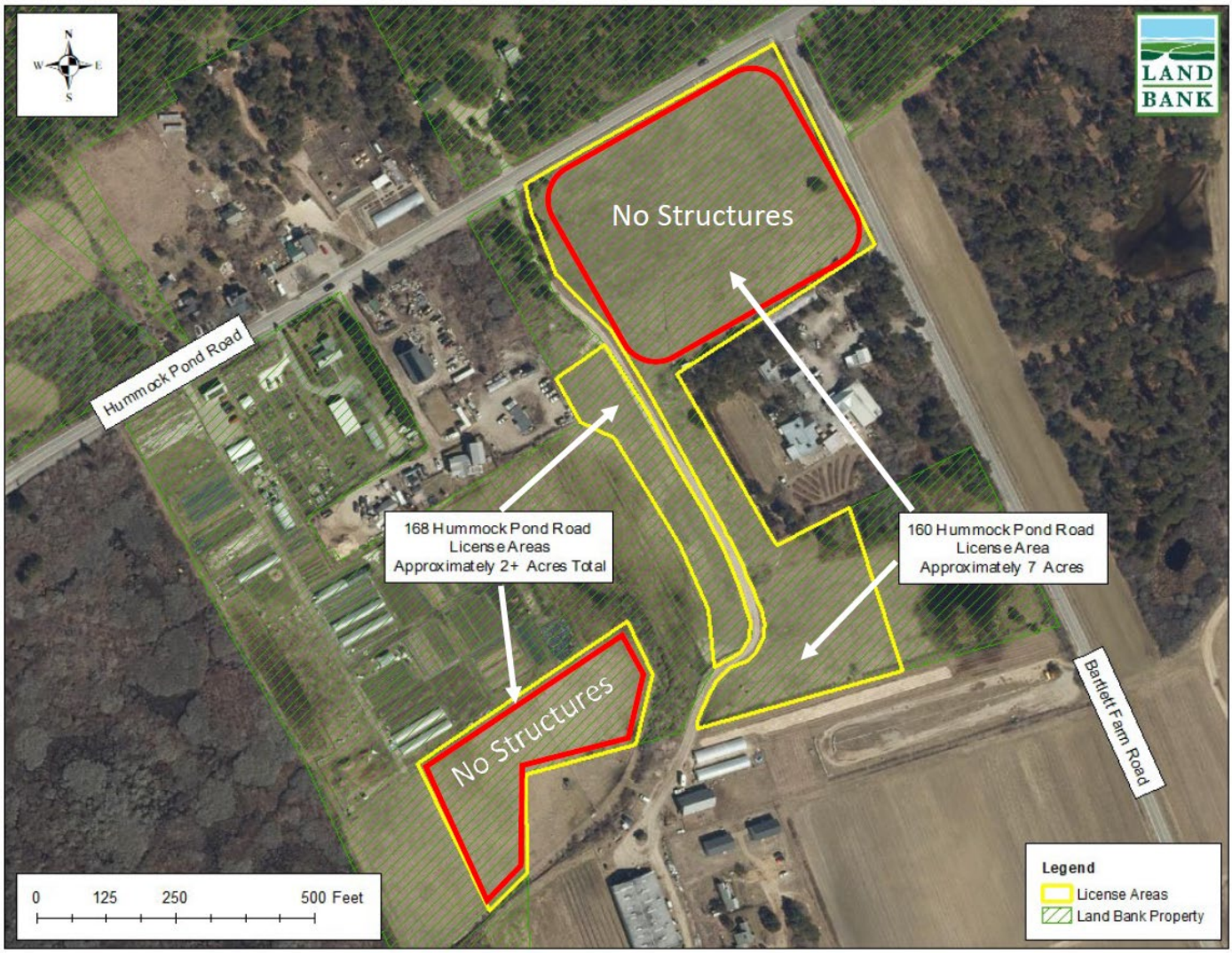
1. Property Boundaries:

    a) Three abutting properties and bordered by Hummock Pond Road and Bartlett Farm Road.

D. Current & Future Infrastructure

1. Permanent Infrastructure: The NLB will collaborate with the chosen farmer by providing administrative and financial support necessary for installation and upkeep of permanent farm infrastructure and buildings on the land.
2. Fencing: The NLB will purchase and install perimeter deer fencing where necessary to promote agriculture.
3. Equipment Storage & Housing: The property does not include any dwellings, storage areas, greenhouses, or other farm structures. Enclosed storage structures may be proposed within the areas designated for facilities (see diagram below identifying areas designated for the construction of facilities). Additional storage structures may be approved depending on location, zoning, environmental, and/or aesthetic considerations.
4. Greenhouses: There is no greenhouse on the license area. Greenhouses and/or hoop houses may be proposed within the areas designated for facilities (see diagram below identifying areas designated for the construction of facilities). Additional greenhouses and/or hoop houses may be approved depending on location, zoning, environmental, and/or aesthetic considerations.

5. Wells: The placement of additional wells will be evaluated in consultation with the farmer. Construction will be funded and overseen by the NLB.
6. Electricity: Additional electrical needs will be evaluated in consultation with the farmer. Construction will be funded and overseen by the NLB.
7. Equipment: Generally, funding for equipment such as tools, machinery and cold storage will be provided by the farmer. However, requests for equipment may be considered on a case-by-case basis.



II. Terrain

A. Soil Type, Soil Rating & pH

Soil Texture

Sample Area	Soil Texture	%Sand	%Silt	%Clay
Mt Vernon Farm N	Loamy Sand	83.76	11.38	4.86
Mt Vernon Farm S	Loamy Sand	82.68	11.11	6.211
Mt Vernon Farm W	Loamy Sand	78.43	13.46	8.12

Organic Matter

Sample Area	**% Organic Matter**	**OM Rating**
Mt Vernon Farm N	**1.86**	*42.9*
Mt Vernon Farm S	**2.12**	*56*
Mt Vernon Farm W	**2.63**	*78.4*

Sample pH and Soil Respiration

Sample Area	**pH**	**Soil respiration**	**Respiration rating**
Mt Vernon Farm N	**5.42**	**0.39**	*24.2*
Mt Vernon Farm S	**5.61**	**0.4**	*25.7*

Mt Vernon Farm W	**5.25**	**0.45**	*30.45*

Potassium and Phosphorous

Sample Area	P	P rating	K	K rating
Mt Vernon Farm N	**9.3**	*100*	**53.1**	*78.2*
Mt Vernon Farm S	**14.6**	*100*	**73**	*98.5*
Mt Vernon Farm W	**5.6**	*100*	**32.9**	*45.7*

Soil Hardness

Sample area	Surface hardness	Surface hardness rating	Subsurface hardness	Subsurface hardness rating
Mt Vernon Farm N	**270.8**	*10.5*	**367.2**	*27.1*
Mt Vernon Farm S	**270**	*10.7*	**373**	*25.3*
Mt Vernon Farm W	**216.4**	*27*	**424.8**	*12.8*

Aggregate Stability

Sample Area	Aggregate Stability	Aggregate Stability Rating
Mt Vernon Farm N	**53.78**	*89.7*
Mt Vernon Farm S	**62.58**	*96*
Mt Vernon Farm W	**56.58**	*92.2*

NRCS Property Report 2021

Mt. Vernon (168 Hummock Pond Rd)

North Field Sample Area

Current Use: Idle

Sample Areas: NRCS classes this soil as Evesboro sand. The sampled soil (surface 6") was determined by Cornell to be loamy sand, with approximately 84% sand, 11% silt and 5% clay. This sample area had the highest sand and lowest clay percentage out of all samples collected.

Soil cover: The sample area was 99% covered in living plants, primarily fescue, sedge, yarrow, english plantain, hairy cat's ear, and various grasses, mown, with one significant bare eroded area in the northwest corner of the sample area.

Topsoil structure and color: The topsoil varied across the sample area from light grayish brown with little aggregation to medium brown soil with some granular aggregation. All soil structures were present in this sample area: unaggregated, blocky, platy and granular.
Soil Hardness: With an average highest reading of 270.8 psi in the soil surface range, this field is very likely to be compacted in the surface range, and was also moderately compacted in the subsurface range, at 367.2 psi.
Organic matter: Soil organic matter was 1.8%, the second lowest value found in this sample set.
Aggregate Stability: Approximately 54% of soil aggregates resisted falling through a sieve in a laboratory simulated rainfall event, which is relatively strong for a high- sand soil.
Soil pH: At 5.42, pH was below the 6-7 range preferred by most crops.
Nutrients: Potassium is moderately low; phosphorous is adequate without being excessive.
Areas of constraint: Likely surface compaction (see caveat in soil hardness section above), pH, soil structure, soil organic matter, and potassium are limiting factors for potential agricultural production that could be addressed with inputs and management interventions. Soil texture– the

sandiest and lowest clay soil observed in this sample set– is an underlying challenge in this field that cannot be addressed through management interventions and that influences the above conditions.
Areas of healthy function: In the majority of the sample area, soil was well-covered, had plenty of living roots, good aggregate stability and was not compacted in the subsurface range.

South Field Sample Area
Current Use: Idle

Sample Areas: NRCS classes the soil in the south field as primarily Woodbridge variant loam (loamy soils on top of sandy, gravelly glacial till which filled in a moraine). The sampled soil (surface 6") was determined by Cornell to be loamy sand, with approximately 83% sand, 11% silt and 6% clay.

Soil cover: The sample area was 100% covered in living plants, primarily pasture and native grasses.

Topsoil structure and color: This topsoil was deeper than most other sampled soils at 10-14" to the sandy subsoil and above that, medium to light brown soil with a mix of unaggregated and weak blocky and granular aggregates.
Soil Hardness: With an average highest reading of 270 psi in the soil surface range, this field is very likely to be compacted in the surface range, and was also moderately compacted in the subsurface range, at 373 psi.
Organic matter: Soil organic matter was 2.12%.
Aggregate Stability: Approximately 63% of soil aggregates resisted falling through a sieve in a laboratory simulated rainfall event, which is strong for a high-sand soil.
Soil pH: At 5.61, pH was below the 6-7 range preferred by most crops.
Nutrients: Potassium and phosphorous are adequate without being excessive.
Areas of constraint: Likely surface compaction (see caveat in soil hardness section above), pH, soil structure, and soil organic matter, are limiting factors for potential agricultural production that could be addressed with inputs and management interventions. Soil texture is an underlying challenge in this field that cannot be addressed through management interventions and that influences the above conditions.
Areas of healthy function: Soil was well-covered with plenty of living roots, and was not compacted from 6-18". Aggregate stability was good, P and K were adequate.

West Field Sample Area

Current Use: Idle

Sample Areas: NRCS classes the soil in the south field as primarily Evesboro sand, with some Berryland loamy sand. The sampled soil (surface 6") was determined by Cornell to be loamy sand, with approximately 78% sand, 14% silt and 8% clay.

Soil cover: The sample area was 99% covered in living plants, primarily mown pasture and native grasses and some clover.

Topsoil structure and color: Variable in color from dark brown to light and reddish medium brown, this soil also has both blocky and granular aggregates with some massive soils. There was no platy soil observed.
Soil Hardness: This field may be compacted in the surface range, based on an average highest reading of 216.4 psi, but was definitely compacted in the subsurface range, at 424.8 psi.
Organic matter: Soil organic matter was 2.63%.
Aggregate Stability: Approximately 57% of soil aggregates resisted falling through a sieve in a laboratory simulated rainfall event, which is relatively strong for a high- sand soil.
Soil pH: At 5.25, pH was below the 6-7 range preferred by most crops.
Nutrients: Potassium is low; phosphorous is adequate without being excessive.
Areas of constraint: Possible surface compaction (see caveat in soil hardness section above), subsurface compaction, pH, soil structure, soil organic matter, and potassium are limiting factors for potential agricultural production that could be addressed with inputs and management interventions. Soil texture is an underlying challenge in this field that cannot be addressed through management interventions and that influences the above conditions.
Areas of healthy function: Soil was well-covered and had plenty of living roots, and aggregate stability was good for sandy soil.

Discussion

As with the other properties evaluated, none of the fields sampled are well suited for annual crops production. As noted above, however, with enough inputs and labor, it is possible to grow food nearly anywhere. If annual crops production were to be attempted on any of these fields, it would be important for the farmer to have a strong nutrient management plan and a robust suite of regenerative farming practices that include minimizing tillage and keeping the soil covered in organic mulches, cover crops, and reusable soil covers when not in the above covers.

Livestock, if moved frequently through small paddocks (management intensive rotational grazing) could be a good use for these fields, but pH would need to be adjusted to approximately 6.5 and the fields would need to subsequently be seeded with clovers and other pasture species to improve forage quality, palatability, and nutrient levels (through legume fixation of nitrogen).

To adjust soil pH, spread quality lime at the recommended rate provided by the soil testing lab. We can obtain buffer pH from Cornell if needed. Calcitic limestone is an ideal choice if pH adjustment is the primary goal. Application of a particular liming material needs to be adjusted for the CCE (calcium carbonate equivalence), no more than 6000 pounds per acre per year until pH is in the desired range for specific crop. For instance, a material with 25% CCE will require 4 times the recommendation on a soil test report. The rate of acid neutralization is influenced by lime particle size. Finer particles more quickly react to neutralize acids; therefore, particle size should also be a consideration when selecting a liming material.

The north field at Mont Vernon is the poorest field sampled and should be managed with care regardless of how it is used; additions of compost could boost plant productivity in this field regardless of what is growing there. Vegetables are strongly advised against, as the cost of irrigation systems, compost, fertilizers, lime and soil- health protective management practices would be very high and the risk of erosion, crop failure soil degradation is very high.

Blueberries or native beach plums are sand and acid-tolerant perennial crops to consider for this field. Cut-your-own Christmas trees might also do well in this soil with side-dressed nutrients.

The South Field and West Field have the greatest potential for vegetable production due to their underlying texture and higher predicted available water capacity. However, any of these fields could be brought into vegetable production with sufficient investment in inputs and infrastructure.

To achieve a field that can produce vegetables, the field should be limed and then the underlying sod would need to be terminated and raised beds created with heavily applied compost (at least 4 inches surface applied) and a pathway mulch material applied. Traditional pathway mulch options include wood chips and landscape fabric, but consider trialing shellfish waste as a pathway material with liming and mineral benefit. Slow-release fertilizers should be applied throughout the year in multiple smaller applications to prevent leeching and ensure nutrient availability for crops. To build soil health, water and nutrient holding capacity, and prevent erosion, annual compost application on crop beds would be necessary and cover cropping is advised.

Irrigation systems would also need to be applied to maintain moisture on these excessively well-drained fields, and hoop houses would be needed to grow salable crops in the context of the island's weather extremes. Land managers in this scenario should carefully monitor Phosphorous levels through annual soil testing and use low P fertilizers if compost applications raise soil P to excessive levels (above 25 ppm).

Given the above input needs, it may be difficult for a farmer to profit from a vegetable venture with the high level of inputs required, so NILB would likely need to invest in the needed compost, fertilizers, irrigation and hoop houses needed to enable annual crops production on the Mount Vernon Farm Fields.

Conclusion and Final Thoughts

The fields sampled for NILB in December 2021 are not ideal for annual crops production, but with sufficient investment and careful management could be brought into vegetable production.

If annual crops production is a key priority for NILB, expansion onto the sandier, poorer soils evaluated at the end of 2021 will require investment into inputs and technical support to ensure that the fields do not become degraded and eroded.

Given the high cost of fertilizers, the importance of keeping soils covered and building soil organic matter, one way that NILB could support crop production on the island would be researching and investing in seaweed farming for fertilizer inputs. Seaweed fertilizer is high in macro and micronutrients and doubles as a mulch and organic matter input. Offshore seaweed farming helps to capture nutrients from the land and return them to where they are needed most. Washed, chopped kelp makes an ideal surface-applied fertilizer and mulch and would be a sustainable local source of fertility for the local food system.

Other needed operational inputs for annual crops production include compost, organic mulches, lime, and slow-release organic fertilizers. Needed infrastructure improvements include irrigation and high tunnels.

With attention to space constraints, pasture renovation, liming, fertilizers, and a well- considered rotational grazing plan, livestock may also be raised on some of the fields evaluated. Crops that are more naturally suited to these sites include edible native plants like blueberries and beach plums. A wide range of perennial crops, such as apples, stone fruit, Christmas trees, asparagus and cane fruit can be produced on these fields with adequate lime, compost, and fertilizers at lower input rates that would be needed for annual crops production and with lower risk of erosion and soil degradation.

ATTACHMENT C

Nantucket Islands Land Bank Agricultural Policy

Adopted: November 29, 2022

The Nantucket Islands Land Bank's Agricultural Policy hereby defines "farming" or "agriculture" on Land Bank properties to include the growing of fruits, vegetables, and cut flowers; meat and egg production; native plant propagation; and vegetable starts. The Land Bank primarily supports local food production by acquiring and making land available to farmers to continue the legacy of agriculture on Nantucket. Additional mechanisms the Land Bank employs to support local food production include establishing equitable access to affordable land, providing permanent infrastructure as necessary to start and sustain viable farming operations, and encouraging creative partnerships that may result in shared agricultural resources. As the Land Bank's enabling legislation prioritizes public benefits, it is recognized that locally sourced food and the production thereof, regenerative farming practices, pastoral views, public access opportunities, and agricultural programming represent significant public benefits in the farming of Land Bank properties.

This policy may be revisited and amended from time to time as requested by the Commission.

ATTACHMENT D

LICENSE AGREEMENT

This License Agreement (this "License") is executed this ____ day of _____, 2023 (the "Effective Date") by and between the **Nantucket Islands Land Bank**, acting by its Commission, with an address of 22 Broad Street, Nantucket, Massachusetts 02554 (the "Licensor"), and _____, a _____ corporation with a usual place of business at _____, _____, _____ _____ (the "Licensee").

Recitals

WHEREAS, the Licensor is the owner of record of the property located at 160 & 168 Hummock Pond Road, Nantucket, Massachusetts, which property is shown as Nantucket Assessors Map 65, Parcels 13.2 and 13.4, respectively, and which was conveyed to Nantucket Islands Land Bank by virtue of Quitclaim Deeds recorded with the Nantucket County Registry of Deeds at Book 542, Page 296 on July 23, 1997 and at Book 1435, and Page 119 on May 21, 2014 (the "Licensor's Property");

WHEREAS, the Licensor is amenable to granting the Licensee said entry and use of the Licensor's Property for the sole purpose of conducting commercial agricultural operations as further described in Exhibit A attached hereto and incorporated herein (the "Project"), subject to the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. LICENSED PREMISES, PERMITTED USES, TERM

Subject to the provisions of this License, the Licensor hereby grants Licensee and its agents, representatives, employees, contractors, and other authorized parties (with Licensee, the "Licensee Parties") non-exclusive use of those portions of the Licensor's Property, as further described in Exhibit B hereto (the "Licensed Premises") for the sole purpose of undertaking the Project (collectively, the "Permitted Use"). This License shall not be construed as creating or vesting in Licensee any estate in the Licensed Premises, including, but not limited to, an easement, lease, tenancy at will or other property right, but only the limited right of use as hereinabove stated.

The term of this License shall commence as of the Effective Date and terminate on the date that the Licensor has terminated this License in accordance with the terms hereof (the "Term"); however it is the desire of the Licensor and Licensee that this License shall remain effective for five (5) years which may be renewed at Licensor's option for two (2) additional five (5) year terms for a total term of not more than fifteen (15) years from the Effective Date.

2. CONSIDERATION

Starting as of the Effective Date, the Licensee shall pay to the Licensor at the address set forth above a fee of $_____ for the first License (the "Fee"). The Fee must

be received by the Licensor, in advance, within the first thirty (30) business days of the beginning of each year throughout the Term. If the Fee is not paid by the due date, a late fee in the amount of one and one-half percent (1.5%) of the amount due shall be added.

In addition, Licensee shall pay when due, any and all taxes, general and special assessments, duties, fees or charges of every kind and nature, including governmental or other impositions, charged, levied, assessed, or imposed, whether by federal, state, town, or any other public authority, during the Term hereof, in relation to the Licensed Premises, the equipment installed thereon, and/or Licensee's use and operation of the Licensed Premises, whether such charges are made directly to Licensee or through or in the name of the Licensor.

3. CONDUCT

(a) During the exercise of the rights hereby granted, the Licensee shall at all times conduct itself so as not to unreasonably interfere with the operations of the Licensor or with the operations of any other Licensor's Property easement holder and shall observe and obey any and all applicable laws, statutes, ordinances, regulations and permitting or licensing requirements. The Licensee shall notify the Licensor's Executive Director, or their designee, prior to access or entry by any Licensee Parties of the Licensed Premises.

(b) The Licensee shall be solely responsible for any and all costs and expenses associated with the exercise of its rights under this License. If required under state law, the Licensee shall pay prevailing wages to its employees for the work performed on the Licensor's Property.

(c) The Licensee shall be responsible for correcting any damage caused to the Licensor's Property, including the Licensed Premises, arising from the use of the Licensed Premises by the Licensee or any of the other Licensee Parties and/or the negligence of any of the Licensee Parties.

(d) The Licensee shall not make any major or structural alterations to the Licensed Premises without the prior written consent of the Licensor, such consent to be granted in the Licensor's sole discretion.

(e) Licensee shall obtain and maintain any and all applicable permits, licenses, and approvals associated with the Project throughout the Term.

(f) The Licensee shall not permit any mechanics' liens, or similar liens, to remain upon the Licensed Premises for labor and material furnished to the Licensee or claimed to have been furnished to the Licensee in connection with work of any character performed or claimed to have been performed at the direction of the Licensee and the Licensee shall cause any such lien to be released of record forthwith without cost to the Licensee.

(g) The Licensor shall not, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Licensed Premises or any part thereof, but all such improvements and alterations shall be done and

materials and labor furnished at Licensee's expense, and the laborers and material men furnishing labor and materials for the work shall release the Licensor from any liability.

(h) The Licensor is not responsible for the security of the Licensor's Property, the Licensed Premises, and/or the Project, or for any damage or loss of the same from theft or vandalism, which shall be at all times the sole responsibility of Licensee. The Licensee expressly agrees that it shall promptly restore the Licensed Premises after any disturbance and repair any damage caused to the Licensed Premises, and/or any improvements thereon, caused by or arising directly or indirectly due to the acts or omissions of Licensee or any of the other Licensee Parties, at its sole cost and expense.

(i) Licensor is under no obligation to make any repairs, renovations, or alterations to the Licensed Premises.

(j) Licensor has made no representations or warranties whatsoever regarding the Licensed Premises, including, without limitation, no representations, or warranties regarding fitness of the Licensed Premises for Licensee's intended purpose or use.

(k) Licensee shall neither cause nor suffer any waste of the Licensed Premises and shall maintain the Licensed Premises in good order at all times. Licensee's responsibilities shall include, but not be limited to, the repair of all damage or breakage resulting from acts of vandalism or the intentional or negligent acts of Licensee or others, but excluding damage or breakage caused by employees, agents, or contractors of Licensor. All repairs made by Licensee shall be performed in a manner satisfactory to Licensor. Licensor shall have the option to make such repairs for the account of Licensee, in which event Licensee shall reimburse Licensor for all costs incurred by Licensor to make such repairs. Licensee shall make payment within ten business days after written demand by Licensor.

(l) Licensee shall neither cause nor suffer any environmental damage to the Licensed Premises. If Licensee's use of the Licensed Premises results in the need for any notification, assessment, or other action under any applicable federal, state or local environmental law, regulation or requirement (including but not limited to a response action under applicable legal requirements related to hazardous materials, as defined in federal or state law concerning hazardous or toxic materials), Licensee shall, without delay, prepare any required notification to authorities under applicable legal requirements and provide telephone notice to Licensor's designated representative as soon as possible and no later than 48 hours of the triggering event or circumstance.

(m) The Licensed Premises are served by any utilities.

(n) Installation of water lines or wells may be allowed with prior written approval of Licensor. Any payment associated with public water use (if utilized) shall be the sole responsibility of the Licensee(s).

(o) If Licensor provides any utility system or service at the Licensed Premises or agrees to pay for the cost of any utility service, Licensor makes no representation or warranty whatsoever with respect thereto, including, without limitation, no representation or warranty as

to the adequacy of the same for the purposes and use of Licensee. Licensor shall not be responsible for any interruption in utility service. Licensor may, at any time, require Licensee to contract directly with the supplier of such service.

(p) The provisions of this Section 3 shall survive the expiration or termination of this License.

4. INSURANCE

The Licensee shall maintain during the period of this License general liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Licensee under the terms and conditions of this License to indemnify, defend and hold harmless the Licensor: General Liability: $1,000,000 per occurrence, $2,000,000 aggregate; Bodily Injury Liability by Accident: $1,000,000 per accident, $1,000,000 aggregate; Bodily Injury by Disease: $1,000,000 per employee, $1,000,000 aggregate; Business Automobile Liability: $1,000,000 combined single limit; Commercial Umbrella Liability: $5,000,000 per occurrence, $5,000,000 aggregate. Such policies must be issued by an insurer eligible to issue the policy(ies) in Massachusetts and having an A or better financial rating from a recognized insurance accreditation institution (such as A.M. Best Company). Except for the Worker's Compensation Insurance required herein, the Licensor shall be named as an additional insured on all such policies, and Licensee shall provide for a thirty (30) day written notification to the Licensor in the event of cancellation or modification of the policy or policies. Licensee shall provide the Licensor with a letter of self-insurance or certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section 4 prior to entering the Licensed Premises and at such other times as the Licensor may reasonably request.

To the extent required by law, the Licensee or the Licensee Parties shall maintain worker's compensation insurance, from the commencement of the work until the completion thereof. The Licensee agrees that any Licensee Parties performing work on behalf of the Licensee at the Licensed Premises shall carry workers' compensation insurance, liability insurance, and automobile liability insurance in amounts reasonably acceptable to the Licensor and shall name the Licensor as an additional insured party. Prior to the commencement of any work, the Licensee shall provide the Licensor with a copy of the contractor's insurance certificate indicating liability insurance coverage as herein specified, and copies of any approvals, including any building permits, necessary or obtained to conduct said construction.

5. INDEMNIFICATION

Licensee shall indemnify, defend and hold harmless the Licensor from and against any and all claims, demands, suits, actions, costs, judgments, whatsoever, including reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted against the Licensor by reason of (a) any failure on the part of Licensee to comply with any provision or term required to be performed or complied with by Licensee under this License, (b) for the death, injury or property damage suffered by any person in or around the Licensor's Property relating in any way to Licensee's exercise of its rights under this License and/or the Project and/or the negligence or willful misconduct of any of Licensee Parties, (c) the release, emission, storage or maintenance

by Licensee or any of the other Licensee Parties of any toxic or hazardous waste or materials, pollutants, or substances, including without limitation, asbestos, PCBs, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or "hazardous waste "or "hazardous material", as those terms are defined by any applicable laws, rules or regulations; or (d) any defect in the materials installed or improvements made or negligence in the assembly or construction of the Project in, on, under or upon the Licensor's Property.

Licensee releases the Licensor, its employees, officers, agents, and/or attorneys from any claims, actions, rights of action, causes of action, damages, costs, loss of services, expenses, compensation, attorneys' fees or other liability or responsibility for Licensee's losses or damages related to the condition of the Licensor's Property, 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 or death damages and any other damages relating to, or arising from, Licensee's use of the Licensor's Property.

The provisions of this Section 5 shall survive the expiration or termination of this License.

6. RISK OF LOSS

The Licensee acknowledges and agrees that it accepts the Licensor's Property, including Licensed Premises, in "AS IS" condition for the purpose of this License, and that the Licensor has made no representation or warranty regarding the fitness of the Licensor's Property, including the Licensed Premises. The Licensee agrees that it shall use and occupy the Licensed Premises at its own risk, and the Licensor shall not be liable to Licensee for any injury or death to persons entering the Licensed Premises 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 Licensed Premises pursuant to this License. The provisions of this Section 6 shall survive the expiration or termination of this License.

7. TERMINATION, REVOCATION

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, except in the event of default in Licensee's obligations, including the insurance obligations, in which case reasonable notice may be given less than thirty (30) prior to the termination date.

In the event of the termination of this License by either party, Licensee, at the Licensor's request and at Licensee's sole expense, shall remove the Project from the Property, and restore and/or repair the Property to such condition as shall be specified by the Licensor, within ten (10) from the effective date of such termination. This obligation shall survive the termination of this License.

8. RIGHTS OF THE LICENSOR TO ENTER

Licensor reserves the right and Licensee shall permit the Licensor to enter upon and use the Licensor's Property at any time and for any and all purposes at the Licensor's sole discretion, and Licensee's use shall not interfere with the Licensor's use of the Licensor's Property.

9. MISCELLANEOUS

(a) Any notice between the parties shall be deemed duly served if delivered, mailed by registered or certified mail, return receipt requested, postage prepaid, or sent by recognized overnight delivery, addressed to the parties at the addresses set forth in the preamble.

(b) This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of this License.

(c) Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

(d) Licensee is not authorized to bind or involve the Licensor in any contract or to incur any liability for or on the part of the Licensor.

(e) The Licensor reserves the right and Licensees shall permit the Licensor and its employees, contractors, agents and invitees to enter upon and use the Licensed Premises at any time for any and all purposes at Licensor's sole discretion, provided that Licensor's use shall not interfere unreasonably with Licensee's Permitted Uses.

(f) If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

(g) The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions thereof.

(h) This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed and effective as of the date first above written.

LICENSOR

Nantucket Islands Land Bank,
By its Commission

_____
Neil Paterson, Chairman

_____
John J. Stackpole

_____
Mark Donato

_____
Kristina Jelleme

_____
Allen B. Reinhard

LICENSEE

By its [_____]

_____

Exhibit A

DESCRIPTION OF PROJECT

The Nantucket Islands Land Bank ("NLB") is soliciting Requests for Responses from Farmers interested in pursuing agricultural activities on the NLB property located at portions of 160 & 168 Hummock Pond Road. Mt. Vernon Farm has been in continuous agricultural use from the 1850s to present. This prominent location has previously been used for various farming endeavors including the growing of vegetables and apples, production of dairy and meats, as well as the sale of livestock. With this diverse history of uses, the NLB is currently seeking proposals for any agriculture endeavors.

The selected Farmer will be expected to play a stewardship role and be a public representative of the Land Bank in managing this agricultural property. Preference will be given to farming proposals that articulate clear public benefits and respect the existing environmental conditions of the property as well as the aesthetic character of the area. Preference will be given to collaborative farming endeavors that incorporate multiple farmers or farm businesses.

Exhibit B

Property Description

Portions of 160 & 168 Hummock Pond Rd

Nantucket, MA 02554

I. Site

A. Acreage

1. Entire site: Approximately 9+ acres

B. Access

1. Hummock Pond Road and Bartlett Farm Road. The dirt road that bisects the property is private and therefore cannot be used for farm purposes without express permission from the landholder.

C. Land

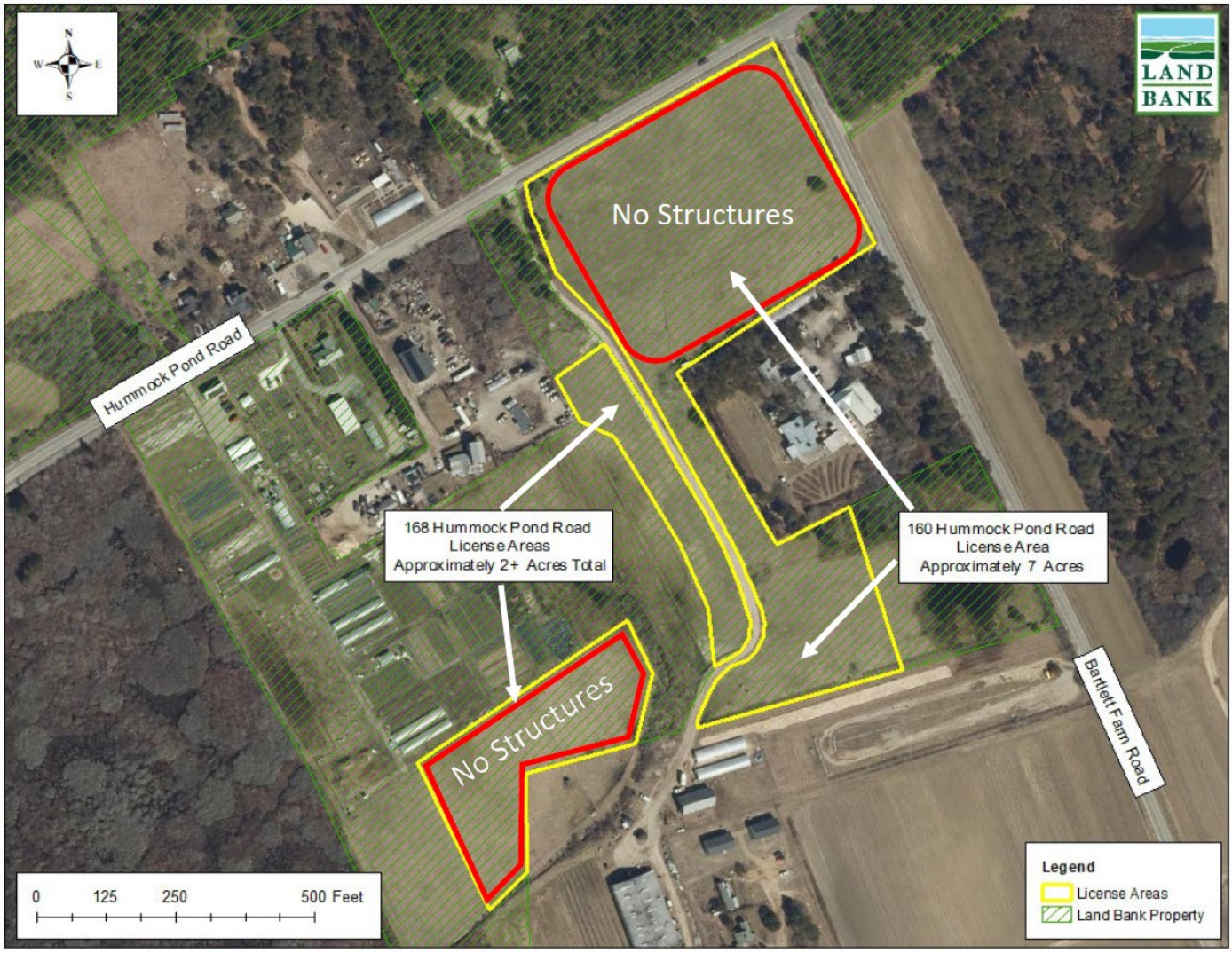
1. Property Boundaries:

    a) Three abutting properties and bordered by Hummock Pond Road and Bartlett Farm Road.

D. Current & Future Infrastructure

1. Permanent Infrastructure: The NLB will collaborate with the chosen farmer by providing administrative and financial support necessary for installation and upkeep of permanent farm infrastructure and buildings on the land.
2. Fencing: The NLB will purchase and install perimeter deer fencing where necessary to promote agriculture.
3. Equipment Storage & Housing: The property does not include any dwellings, storage areas, greenhouses, or other farm structures. Enclosed storage structures may be proposed within the areas designated for facilities (see diagram below identifying areas designated for the construction of facilities). Additional storage structures may be approved depending on location, zoning, environmental, and/or aesthetic considerations.
4. Greenhouses: There is no greenhouse on the license area. Greenhouses and/or hoop houses may be proposed within the areas designated for facilities (see diagram below identifying areas designated for the construction of facilities). Additional greenhouses and/or hoop houses may be approved depending on location, zoning, environmental, and/or aesthetic considerations.
5. Wells: The placement of additional wells will be evaluated in consultation with the farmer. Construction will be funded and overseen by the NLB.

6. Electricity: Additional electrical needs will be evaluated in consultation with the farmer. Construction will be funded and overseen by the NLB.
7. Equipment: Generally, funding for equipment such as tools, machinery and cold storage will be provided by the farmer. However, requests for equipment may be considered on a case-by-case basis.



II. Terrain

A. Soil Type, Soil Rating & pH

Soil Texture

Sample Area	Soil Texture	%Sand	%Silt	%Clay
Mt Vernon Farm N	Loamy Sand	83.76	11.38	4.86
Mt Vernon Farm S	Loamy Sand	82.68	11.11	6.211
Mt Vernon Farm W	Loamy Sand	78.43	13.46	8.12

Organic Matter

Sample Area	**% Organic Matter**	**OM Rating**
Mt Vernon Farm N	**1.86**	*42.9*
Mt Vernon Farm S	**2.12**	*56*
Mt Vernon Farm W	**2.63**	*78.4*

Sample pH and Soil Respiration

Sample Area	pH	Soil respiration	Respiration rating
Mt Vernon Farm N	**5.42**	**0.39**	*24.2*
Mt Vernon Farm S	**5.61**	**0.4**	*25.7*
Mt Vernon Farm W	**5.25**	**0.45**	*30.45*

Potassium and Phosphorous

Sample Area	P	P rating	K	K rating
Mt Vernon Farm N	**9.3**	*100*	**53.1**	*78.2*
Mt Vernon Farm S	**14.6**	*100*	**73**	*98.5*
Mt Vernon Farm W	**5.6**	*100*	**32.9**	*45.7*

Soil Hardness

Sample area	Surface hardness	Surface hardness rating	Subsurface hardness	Subsurface hardness rating
Mt Vernon Farm N	**270.8**	*10.5*	**367.2**	*27.1*
Mt Vernon Farm S	**270**	*10.7*	**373**	*25.3*
Mt Vernon Farm W	**216.4**	*27*	**424.8**	*12.8*

Aggregate Stability

Sample Area	Aggregate Stability	Aggregate Stability Rating
Mt Vernon Farm N	**53.78**	*89.7*
Mt Vernon Farm S	**62.58**	*96*
Mt Vernon Farm W	**56.58**	*92.2*

NRCS Property Report 2021

Mt. Vernon (160 and 168 Hummock Pond Rd)

North Field Sample Area

Current Use: Idle

Sample Areas: NRCS classes this soil as Evesboro sand. The sampled soil (surface 6") was determined by Cornell to be loamy sand, with approximately 84% sand, 11% silt and 5% clay. This sample area had the highest sand and lowest clay percentage out of all samples collected.

Soil cover: The sample area was 99% covered in living plants, primarily fescue, sedge, yarrow, english plantain, hairy cat's ear, and various grasses, mown, with one significant bare eroded area in the northwest corner of the sample area.

Topsoil structure and color: The topsoil varied across the sample area from light grayish brown with little aggregation to medium brown soil with some granular aggregation. All soil structures were present in this sample area: unaggregated, blocky, platy and granular.
Soil Hardness: With an average highest reading of 270.8 psi in the soil surface range, this field is very likely to be compacted in the surface range, and was also moderately compacted in the subsurface range, at 367.2 psi.
Organic matter: Soil organic matter was 1.8%, the second lowest value found in this sample set.
Aggregate Stability: Approximately 54% of soil aggregates resisted falling through a sieve in a laboratory simulated rainfall event, which is relatively strong for a high- sand soil.
Soil pH: At 5.42, pH was below the 6-7 range preferred by most crops.
Nutrients: Potassium is moderately low; phosphorous is adequate without being excessive.
Areas of constraint: Likely surface compaction (see caveat in soil hardness section above), pH, soil structure, soil organic matter, and potassium are limiting factors for potential agricultural production that could be addressed with inputs and management interventions. Soil texture– the sandiest and lowest clay soil observed in this sample set– is an underlying challenge in this field that cannot be addressed through management interventions and that influences the above conditions.
Areas of healthy function: In the majority of the sample area, soil was well-covered, had plenty of living roots, good aggregate stability and was not compacted in the subsurface range.

South Field Sample Area

Current Use: Idle

Sample Areas: NRCS classes the soil in the south field as primarily Woodbridge variant loam (loamy soils on top of sandy, gravelly glacial till which filled in a moraine). The sampled soil (surface 6") was determined by Cornell to be loamy sand, with approximately 83% sand, 11% silt and 6% clay.

Soil cover: The sample area was 100% covered in living plants, primarily pasture and native grasses.

Topsoil structure and color: This topsoil was deeper than most other sampled soils at 10-14" to the sandy subsoil and above that, medium to light brown soil with a mix of unaggregated and weak blocky and granular aggregates.
Soil Hardness: With an average highest reading of 270 psi in the soil surface range, this field is very likely to be compacted in the surface range, and was also moderately compacted in the subsurface range, at 373 psi.
Organic matter: Soil organic matter was 2.12%.
Aggregate Stability: Approximately 63% of soil aggregates resisted falling through a sieve in a laboratory simulated rainfall event, which is strong for a high-sand soil.
Soil pH: At 5.61, pH was below the 6-7 range preferred by most crops.
Nutrients: Potassium and phosphorous are adequate without being excessive.
Areas of constraint: Likely surface compaction (see caveat in soil hardness section above), pH, soil structure, and soil organic matter, are limiting factors for potential agricultural production that could be addressed with inputs and management interventions. Soil texture is an underlying challenge in this field that cannot be addressed through management interventions and that influences the above conditions.
Areas of healthy function: Soil was well-covered with plenty of living roots, and was not compacted from 6-18". Aggregate stability was good, P and K were adequate.

<u>West Field Sample Area</u>

Current Use: Idle

Sample Areas: NRCS classes the soil in the south field as primarily Evesboro sand, with some Berryland loamy sand. The sampled soil (surface 6") was determined by Cornell to be loamy sand, with approximately 78% sand, 14% silt and 8% clay.

Soil cover: The sample area was 99% covered in living plants, primarily mown pasture and native grasses and some clover.
Topsoil structure and color: Variable in color from dark brown to light and reddish medium brown, this soil also has both blocky and granular aggregates with some massive soils. There was no platy soil observed.
Soil Hardness: This field may be compacted in the surface range, based on an average highest reading of 216.4 psi, but was definitely compacted in the subsurface range, at 424.8 psi.
Organic matter: Soil organic matter was 2.63%.
Aggregate Stability: Approximately 57% of soil aggregates resisted falling through a sieve in a laboratory simulated rainfall event, which is relatively strong for a high- sand soil.
Soil pH: At 5.25, pH was below the 6-7 range preferred by most crops.
Nutrients: Potassium is low; phosphorous is adequate without being excessive.
Areas of constraint: Possible surface compaction (see caveat in soil hardness section above), subsurface compaction, pH, soil structure, soil organic matter, and potassium are limiting factors for potential agricultural production that could be addressed with inputs and management interventions. Soil texture is an underlying challenge in this field that cannot be addressed through management interventions and that influences the above conditions.

Areas of healthy function: Soil was well-covered and had plenty of living roots, and aggregate stability was good for sandy soil.

Discussion

As with the other properties evaluated, none of the fields sampled are well suited for annual crops production. As noted above, however, with enough inputs and labor, it is possible to grow food nearly anywhere. If annual crops production were to be attempted on any of these fields, it would be important for the farmer to have a strong nutrient management plan and a robust suite of regenerative farming practices that include minimizing tillage and keeping the soil covered in organic mulches, cover crops, and reusable soil covers when not in the above covers.

Livestock, if moved frequently through small paddocks (management intensive rotational grazing) could be a good use for these fields, but pH would need to be adjusted to approximately 6.5 and the fields would need to subsequently be seeded with clovers and other pasture species to improve forage quality, palatability, and nutrient levels (through legume fixation of nitrogen).

To adjust soil pH, spread quality lime at the recommended rate provided by the soil testing lab. We can obtain buffer pH from Cornell if needed. Calcitic limestone is an ideal choice if pH adjustment is the primary goal. Application of a particular liming material needs to be adjusted for the CCE (calcium carbonate equivalence), no more than 6000 pounds per acre per year until pH is in the desired range for specific crop. For instance, a material with 25% CCE will require 4 times the recommendation on a soil test report. The rate of acid neutralization is influenced by lime particle size. Finer particles more quickly react to neutralize acids; therefore, particle size should also be a consideration when selecting a liming material.

The north field at Mont Vernon is the poorest field sampled and should be managed with care regardless of how it is used; additions of compost could boost plant productivity in this field regardless of what is growing there. Vegetables are strongly advised against, as the cost of irrigation systems, compost, fertilizers, lime and soil- health protective management practices would be very high and the risk of erosion, crop failure soil degradation is very high.

Blueberries or native beach plums are sand and acid-tolerant perennial crops to consider for this field. Cut-your-own Christmas trees might also do well in this soil with side-dressed nutrients.

The South Field and West Field have the greatest potential for vegetable production due to their underlying texture and higher predicted available water capacity. However, any of these fields could be brought into vegetable production with sufficient investment in inputs and infrastructure.

To achieve a field that can produce vegetables, the field should be limed and then the underlying sod would need to be terminated and raised beds created with heavily applied compost (at least 4 inches surface applied) and a pathway mulch material applied. Traditional pathway mulch options include wood chips and landscape fabric but consider trialing shellfish waste as a pathway material with liming and mineral benefit. Slow-release fertilizers should be applied

throughout the year in multiple smaller applications to prevent leeching and ensure nutrient availability for crops. To build soil health, water and nutrient holding capacity, and prevent erosion, annual compost application on crop beds would be necessary and cover cropping is advised.

Irrigation systems would also need to be applied to maintain moisture on these excessively well-drained fields, and hoop houses would be needed to grow salable crops in the context of the island's weather extremes. Land managers in this scenario should carefully monitor Phosphorous levels through annual soil testing and use low P fertilizers if compost applications raise soil P to excessive levels (above 25 ppm).

Given the above input needs, it may be difficult for a farmer to profit from a vegetable venture with the high level of inputs required, so NILB would likely need to invest in the needed compost, fertilizers, irrigation and hoop houses needed to enable annual crops production on the Mount Vernon Farm Fields.

Conclusion and Final Thoughts

The fields sampled for NILB in December 2021 are not ideal for annual crops production, but with sufficient investment and careful management could be brought into vegetable production.

If annual crops production is a key priority for NILB, expansion onto the sandier, poorer soils evaluated at the end of 2021 will require investment into inputs and technical support to ensure that the fields do not become degraded and eroded.

Given the high cost of fertilizers, the importance of keeping soils covered and building soil organic matter, one way that NILB could support crop production on the island would be researching and investing in seaweed farming for fertilizer inputs. Seaweed fertilizer is high in macro and micronutrients and doubles as a mulch and organic matter input. Offshore seaweed farming helps to capture nutrients from the land and return them to where they are needed most. Washed, chopped kelp makes an ideal surface-applied fertilizer and mulch and would be a sustainable local source of fertility for the local food system.
Other needed operational inputs for annual crops production include compost, organic mulches, lime, and slow-release organic fertilizers. Needed infrastructure improvements include irrigation and high tunnels.

With attention to space constraints, pasture renovation, liming, fertilizers, and a well- considered rotational grazing plan, livestock may also be raised on some of the fields evaluated. Crops that are more naturally suited to these sites include edible native plants like blueberries and beach plums. A wide range of perennial crops, such as apples, stone fruit, Christmas trees, asparagus and cane fruit can be produced on these fields with adequate lime, compost, and fertilizers at lower input rates that would be needed for annual crops production and with lower risk of erosion and soil degradation.


Sample areas
167 Raw Nantucket
Temporarily closed
Hummock Pond Rd
ACK Sweet Water Farm
Cisco Brewers
Low-key spot for craft beer & music
Barnett Farm Rd
269A
294A
295A
25A
333A
293B
295A
291B
300 ft

ATTACHMENT E

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor/vendor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____ Date: _____
Signature

Name: _____
(Print Name)

Title: _____

Contractor/Vendor: _____

ATTACHMENT F

CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

held on _____ it was VOTED that:
(Date)

_____ _____
(Name) (Title)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal thereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

_____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
(Corporation)

that _____ is the duly elected _____ of
(Name) (Title)
said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this Certification.

_____
(Clerk)

CORPORATE SEAL: