

AGENDA
Nantucket Land Bank Commission
Regular Meeting of June 11, 2024
Land Bank Conference Room, 22 Broad Street, Nantucket, MA

CALL TO ORDER: 4:00 P.M.

A. CONVENE IN OPEN SESSION

1. PUBLIC COMMENT / STAFF ANNOUNCEMENTS

2. AGRICULTURAL MANAGEMENT

- a. 50 Old South Rd/Community Garden – Update & Ribbon Cutting Ceremony
- b. Agricultural Draft Form License Review

3. PROPERTY MANAGEMENT

- a. Easy Street Park – Maintenance Proposal
- b. 125 Somerset Rd – Roofing Bid Award
- c. 15 Commercial Street – Building Move Update
- d. 65 & 67 Easton St – Rain Garden Opening Event Ceremony
- e. 28 Washington St/Maria Mitchell Association – Buildings Removal Update
- f. Long-Range Capital Project Planning/Prioritization
- g. Field Crew Request for Tractor Purchase

4. REGULAR BUSINESS

- a. Summer Staff/Commission Party – Planning/Scheduling

5. TRANSFER BUSINESS

6. APPROVAL OF MINUTES

- a. Regular Meeting of May 28, 2024

7. CONSENT ITEMS

- a. Monthly Transfer Statistics
- b. Warrant Authorization – Approval of Cash Disbursements
- c. Various Properties – Approval of Strong Wings Summer Camp 2024
- d. Washington Street – Approval of Saltmarsh Center/Catered Event (July 16th)
- e. Washington/Francis Street Corner – Authorizing Execution of Public Engagement & Schematic Design Contract

8. COMMISSIONERS ADDITIONAL QUESTIONS AND CONCERNS

B. EXECUTIVE SESSION: *The Executive Session is for Purpose 6 [G.L. c. 30A, 21(a)(6)] as the particular transactions and parcels of real estate are not identified since disclosure of the property information may have a detrimental impact on the Land Bank's negotiating position with one or more third parties; and for Purpose 3 [G.L. c. 30A, 21(a)(3)], discussions concerning strategy with respect to ongoing litigation.*

- 1. Approval of Executive Session Minutes
- 2. Ongoing Litigation Matters:

- a. Suffolk Superior Court Docket No. 2284CV02606: Richard Corey, Trustee of Twenty-One Commercial Wharf Nominee Trust v. Massachusetts Department of Environmental Protection, Nantucket Islands Land bank, and Nantucket Conservation Commission. (Petrel Landing/17 Commercial Street)
 - b. Land Court Department Action No. 22 MISC 000409: Nantucket Islands Land Bank v. Hunter S. Ziesing and Marcy E. Ziesing, Co-Trustees of the Lampoon Nominee Trust (6 Wesco Place)
 - c. Nantucket Superior Court, C.A. No. 2275CV00024: NILB v. Architectural Access Board – Easy Street Park Variance denial
3. Real Estate Acquisition

C. ADJOURNMENT



Nantucket Land Bank Commission
Regular Meeting of June 11, 2024 (4pm)
Land Bank Conference Room, 22 Broad Street, Nantucket, MA

STAFF REPORT

1. PUBLIC COMMENT / STAFF ANNOUNCEMENTS

2. AGRICULTURAL MANAGEMENT

a. 50 Old South Rd/Community Garden – Update & Ribbon Cutting Ceremony

The majority of the beds have been installed and filled with soil, the parking lot was delineated with fencing and directional signs will be added. Currently the parking lot and access drive is still closed while work continues on the garden. The spacing of the beds was reconfigured which will require modifications to the irrigation system, but this can take place after the garden is open and gardeners will just need to share water sources. The major hold up for opening the garden is the fencing (both stockade along the property line with the Valeros and the deer fencing). We continue to try to push the contractor to get the work done, but are actively working on a Plan B.

The gardeners that were picked in the lottery have all been notified and Susan has been updating them on the progress of the project. We have been working with counsel on an agreement and rules for the gardeners and we should have that finalized this week. The hope is once the fence is in to let the gardeners start working on their plots even as we finetune the picnic area, irrigation, etc.

We would like to have a ribbon cutting ceremony, but the date is still unclear. The thought is to invite the gardeners, the various vendors and contractors that worked on the project, the Community Garden Committee, the Select Board, press, etc. Something simple with a speech by Kristina and simple refreshments, like lemonade and cookies.

b. Agricultural Draft Form License Review

Enclosed is a draft form license for the Commission to review which would be used for the four Mt. Vernon Farm licenses (Fogtown Farm, Eat Fire Farm, Washashore Farm, Secret Farm) as well as Willow Hill Farm. This draft reflects the policy decisions recently made by the Commission, namely, the 10-year term and the subsidization of farm infrastructure (fencing, water, power). It is designed to be flexible in the sense that it is written in general terms to allow farmers to revise their farm plan on an annual basis by updating the Commission in the spring about successes/failures from the prior season and any changes they will be implementing for the upcoming season. Staff recommends that the Commission approve this draft form as a template for all farming licenses and authorize the Executive Director to sign them subject to any minor revisions that may be needed in

discussions with counsel and/or individual farmers.

In addition, there is a question as to whether licenses for horse grazing should be included under the Land Bank's definition of agriculture. If so, they would be eligible for subsidization of infrastructure per the Land Bank's recent policy decision to install fencing and supply water and power to all farm licenses. The Massachusetts Department of Agricultural Resources does not include "grazing" in the definition of agriculture. However, the Land Bank Commission is not beholden to this definition. The options as we see them are as follows:

1. Categorize horse "grazing" as agriculture under the Land Bank's definition but distinguish this from "riding" which would be recreational, thereby making horse grazing eligible for infrastructure funding under the Land Bank's policy for agricultural licenses
2. Categorize all horse activity as recreational and consider subsidization of fencing if there is a discernable public access / public benefit component
3. Categorize all horse activity (except for the raising of horses, which would qualify as agriculture under the MDAR definition) as recreational in nature, placing the financial burden of fencing on the owners

At this point in time staff is recommending Option 3 and defers the question on subsidization for recreational activities / facilities to another time when that can be further fleshed out and defined as a recreational policy.

3. PROPERTY MANAGEMENT

a. Easy Street Park – Maintenance Proposal

Staff will review the maintenance budget for the Easy Street Park and a review a proposed improvement plan for the upcoming season. The environmental conditions at this site are challenging as it is very exposed to weather and frequently inundated by stormwater. Thus, it was designed to be a floodable yet resilient landscape that can withstand these impacts while still serving as an enjoyable recreational space for people. However, in response to the Commission's concerns, suggestions for adding more seasonal color with flowers as well as some educational signage about resiliency are being proposed.

b. 125 Somerset Rd – Roofing Bid Award

Roofing bids for the maintenance facility are expected to be received by 12pm on the day of the meeting and staff is requesting that the Commission authorize an award to the lowest eligible and responsible bidder, subject to staff confirmation of favorable references.

c. 15 Commercial Street – Building Move Update

There have been several structural challenges associated with installing the new foundation system at 29 Commercial which have delayed the 15 Commercial Street building move. However, the helical piles are now finished and they should be pouring the concrete next week for the foundation system. Once the concrete is cured, assuming all goes as planned, the house will be moved over the week ending June 21st.

Per the terms of our Agreement with NIR, the building was supposed to be moved by May 15th and a Bill of Sale is required to officially transfer title to the buyer. Accordingly, a draft third amendment to the agreement is included to extend the move deadline as well as a Bill of Sale. It is recommended that the Commission vote to authorize the Executive Director to sign both of these documents on behalf of the Land Bank in order to facilitate the move.

d. 65 & 67 Easton St – Rain Garden Opening Event Ceremony

Although the construction of this park is nearing completion, staff recommends waiting to have an opening event for the Land Bank’s rain garden until all the finishing touches are complete. The benches from Victor Stanley should arrive mid-July and will need to be installed, so right now we are thinking end of July. This will also allow the park to grow in and establish a little more, making it more presentable for the opening event. In addition, we have a few events this month, so it makes sense to space them out a little. As far as details, staff recommends calling this a “garden party” rather than a ribbon cutting ceremony, and would reach out to invite Donald & Phyllis Visco as well as Janet Murphy as they sold the property to the Land Bank and one of the benches is a memorial for Janet’s husband and former Planning Board member, Ed Murphy.

e. 28 Washington St/Maria Mitchell Association – Buildings Removal Update

On June 6th the Conservation Commission issued an Order of Conditions (“OOC”) for the building removal. Additional conditions included in the OOC included a provision stating that no work was to occur until the administrative appeal period from the OOC had lapsed. This OOC was issued on May 31st and the 10-day appeal period will end on June 14th.

Executive Director of the Maria Mitchell Association (“MMA”) has indicated that the soonest this building could possibly be moved is around the 20th of June, however it is more likely to happen the following week between 8-10am. This is based on contractor schedules and the need to advertise for two weeks in the paper prior to the building move. Trevor Barrett is moving the building and John Wise is doing the demolition of the remaining structures.

The Land Bank Commission has given the MMA a lease extension to June 15th with no rent charged to allow additional time for the buildings to be removed. The question for the Commission is whether they will allow for another extension to accommodate this change in schedule. Staff recommends approval of an extension to June 30th or July 15th.

f. Long-Range Capital Project Planning/Prioritization

Staff is looking for feedback from the Commission on the prioritization of the following capital projects, all of which require significant time, energy, and staff resources:

Petrel Landing
Consue Springs
16/19 East Creek
Mill Hill Park
Horseback Riding Barn / Equestrian Facility

The design for Petrel Landing needs additional review by the Woods Hole Group given resiliency considerations which did not exist when it was initially conceived. Consue Springs is a high visibility Land Bank property that is somewhat of an eyesore despite the

invasive species removal work that has been done in recent years. 16/19 East Creek has a degrading house on it that sits in a wetland resource area, as well as a dilapidated dock that is unsafe. Mill Hill Park will become Land Bank property soon and it contains a significant amount of invasive species – a management plan needs to be developed to remediate this issue and a healing garden is a concept that is being explored there. The horseback riding facility is something that keeps coming up every year and there seems to be interest by the Commission in this idea – the question is whether the Commission envisions this as a future acquisition or whether you would like staff to explore the concept now on an existing Land Bank property.

Staff believes it could focus on 1-2 of these large projects right now and recommends that Consue Springs be at the top of the list.

g. Field Crew Request for Tractor Purchase

The field crew is looking to trade-in their 2020 5100E tractor. The 4-wheel drive got damaged brush cutting and they have an opportunity to upgrade it to something better that they can use for road grading. The current tractors they have are too small to have a three-point hitch on the front and a blade on the back. We are trying to get a good trade-in value for the existing machine – John Deere came out and was very impressed with how clean it was... a buyer is already lined up. Staff recommends approval because this would allow us to touch up roads ourselves in between our annual road grading improvements.

4. REGULAR BUSINESS

a. Summer Staff/Commission Party – Planning/Scheduling

The Commission expressed an interest in having a summer party to meet new employees and summer staff. It is a busy month, and our preference would normally be to have a potluck at the maintenance facility, but we do not feel that we have the bandwidth to plan another June event. Accordingly, we would suggest that either we ask golf management whether this could be hosted at Miacomet Golf Club or otherwise invite new / summer staff to come to the next Land Bank meeting in order to make acquaintances with the Commission.

5. TRANSFER BUSINESS

Current “M” and “O” exemption liens will be presented for signatures.

6. APPROVAL OF MINUTES

a. Regular Meeting of May 28, 2024

7. CONSENT ITEMS

- a. Monthly Transfer Statistics**
- b. Warrant Authorization – Approval of Cash Disbursements**
- c. Various Properties – Approval of Strong Wings Summer Camp 2024**
- d. Washington Street – Approval of Saltmarsh Center/Catered Event (July 16th)**
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Schematic Design Contract

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- B. EXECUTIVE SESSION: *The Executive Session is for Purpose 6 [G.L. c. 30A, 21(a)(6)]. The particular transactions and parcels of real estate are not identified since disclosure of the property information may have a detrimental impact on the Land Bank's negotiating position with one or more third parties; and for Purpose 3 [G.L. c. 30A, 21(a)(3)], discussions concerning strategy with respect to ongoing litigation. The Commission will not reconvene in open session at the conclusion of executive session.*
1. Approval of Executive Session Minutes
 2. Ongoing Litigation Matters:
 - a. Suffolk Superior Court Docket No. 2284CV02606: Richard Corey, Trustee of Twenty-One Commercial Wharf Nominee Trust v. Massachusetts Department of Environmental Protection, Nantucket Islands Land bank, and Nantucket Conservation Commission. (Petrel Landing/17 Commercial Street)
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 3. Real Estate Acquisition

C. ADJOURNMENT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), dated the ____ day of _____, 2024, is by and between NANTUCKET ISLANDS LAND BANK ("Land Bank"), a body politic and corporate, with a principal place of business at 22 Broad Street, Nantucket, Massachusetts 02554 and _____ ("Licensee"), [a corporation/partnership/limited liability company/ non-profit public charity/ a body politic/other] organized under the laws of the [State/Commonwealth] of [STATE], with a principal place of business at [ENTITY ADDRESS].

RECITALS

WHEREAS, the Land Bank is the owner of record of a certain parcel of land known as _____, Nantucket, Massachusetts, shown approximately on Nantucket Assessor's Plan _____ as Parcel _____, and more particularly described as Lot _____ on a plan filed with Nantucket Registry of Deeds in Plan File _____ and in a deed to the Land Bank in said Deeds Book _____, Page _____, (hereafter referred to as the "Land"). Licensee proposes to use a portion of the Land being a parcel fronting on Hummock Pond Road totaling approximately _____ acres, shown on Exhibit A attached hereto (the "License Area"); and

WHEREAS, the Land Bank is a body politic and corporate established pursuant to Chapter 669 of the Acts of 1983, as amended (the "Act") for the purpose of acquiring, owning and maintaining land for conservation, agriculture and recreational purposes within the Town and County of Nantucket; and

[WHEREAS, by Request for Proposals dated _____, the Land Bank requested farm use proposals for the License Area to which the Licensee responded on _____, which the Land Bank accepted, a copy of which is attached hereto as Exhibit C (the "RFP Response"); and]

WHEREAS, Licensee is a [a corporation/partnership/limited liability company/ non-profit public charity/ a body politic/other] which intends to use and manage the License Area consistent with its RFP Response (the "Approved Purpose"); and

WHEREAS, the Land Bank desires to grant a license to allow use of the License Area to Licensee for the Approved Purpose in furtherance of its statutory purposes and in recognition of the shared goals of both organizations. [; and]

[WHEREAS,_____.]

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and of other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby enter into this Agreement upon the terms and conditions set forth herein.

1. Grant of License. The Land Bank hereby grants to Licensee, and their permitted invitees, a license to enter upon and use the License Area subject to the terms and conditions stated herein.

2. Term.

a. License Period. The term of this Agreement shall commence on _____, 2024, and shall terminate on the _____ anniversary, being _____, 20____, unless earlier terminated pursuant to the terms of this Agreement ("Term"). An extension of the Term and conditions of this Agreement, by a written amendment to same, may be granted by the Land Bank in its sole discretion (the Term and any extensions granted herein shall be referred to as the "License Period").



b. Termination. This Agreement will terminate upon the earlier to occur of the following: (i) the expiration of the License Period in accordance with the provisions of this Section 2, (ii) upon written notice as stated in Section 2.c. by the Land Bank upon the violation of any terms and provisions of this Agreement by Licensee which violation is not cured within said thirty (30) days; (iii) upon termination by Licensee in its discretion; or (iv) one hundred eighty (180) days following the Land Bank's discretionary decision to terminate (provided such grace period is permitted by law and applicable regulations). Termination by either party pursuant to this paragraph shall not relieve Licensee from the indemnification provisions hereof with respect to acts or omissions during the Term.

c. License May Be Revoked. Notwithstanding anything to the contrary herein, this Agreement shall be revocable by the Land Bank any time during the License Period, provided that the Land Bank delivers to Licensee one hundred eighty (180) days (the "Termination Period") written notice of such election (the "Termination Notice"). The Termination Notice shall state the date of termination (which date shall not be before expiration of the Termination Period (the "Termination Date")) and shall be sent to Licensee's address stated above.

3. As-Is. Licensee has inspected the Licensed Area and agrees to accept the Licensed Area "AS-IS," "WHERE-IS," and "WITH ALL FAULTS" on the date hereof. THE PARTIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE LICENSED AREA, THE LAND BANK'S PERSONAL PROPERTY, ANY BUILDINGS, OR THE REAL PROPERTY OR PROPERTY INTERESTS, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. APPROVED PURPOSE. The rights conferred by this Agreement shall be exercised by Licensee solely for the Approved Purpose upon the License Area. During the term of this Agreement, Licensee shall have exclusive use of the License Area subject to the rights reserved by the Land Bank in this Agreement and all uses shall be subject to the following conditions:

- a. All uses by Licensee shall comply with applicable governmental rules and regulations, including without limitation zoning and any work which may fall under the jurisdiction of the Nantucket Conservation Commission and/or Nantucket Historic District Commission. Licensee shall be solely responsible for obtaining any regulatory approvals or permits which may be required for the Approved Purpose.
- b. Licensee shall follow agricultural practices and otherwise conduct Licensee's activities on the License Area in a manner consistent with the Land Bank Agricultural Policy, as it may be revised from time to time. A copy of the current Land Bank Agricultural Policy is attached hereto as Exhibit B.
- c. Licensee recognizes that the License Area exists in a highly visible location, viewable from a public road, and hereby agrees to manage its use of the Licensed Area in a neat, clean, and orderly fashion.
- d. The License Area shall be used solely by Licensee.
- e. Only produce grown on the License Area may be sold from the License Area. No value-added products may be produced or sold at the License Area. Produce of the License Area shall be used only directly by Licensee or for retail sale to customers in Nantucket, Massachusetts.
- f. All signage at the Licensed Area and labelling of produce grown there will contain credit to the Land Bank as owner of the Land using the most appropriate version of the Land Bank's agricultural logo (there are different sizes and versions for different applications, all variations of the same logo).
- g. No fundraising or revenue producing activities will be conducted on the License Area.

5. Improvements.

- a. Licensor's Improvements. The parties acknowledge that Licensor has agreed to install [fencing, water supply and electrical power] sufficient to serve the License Area for the Approved Purpose. All such improvements shall be and remain the sole property of the Licensor, though Licensee shall maintain them throughout the Term.
- b. Licensee's Improvements. Licensee proposes to install improvements of the License Area consistent with the RFP Response submitted and the Approved Purpose. Until termination of this Agreement, all improvements so installed on the License Area by

Licensee shall be and remain the sole property of Licensee, which shall be solely responsible for keeping the improvements in good and safe condition. At termination of this Agreement, all such improvements and infrastructure purchased, installed and maintained by Licensee shall be considered the property of Licensee and may be removed and relocated at Licensee's discretion. If Licensee elects not to remove and relocate portions of said improvements, the Land Bank and Licensee may agree to assign an appropriate value to said improvements or infrastructure, which value shall be paid by the Land Bank to Licensee, whereupon title to said improvements or infrastructure shall automatically transfer to the Land Bank. Notwithstanding the foregoing, Land Bank may in its discretion require that some or all of such improvements be removed from the License Area at Licensee's expense.

- c. Future Improvements. Any improvements to be installed after the date of this Agreement shall comply with the following conditions:
- i. No additional improvements may be installed without Licensee obtaining prior written approval from the Land Bank, which may in its discretion withhold such approval.
 - ii. The combined total area of impervious improvements (including without limitation pavement, greenhouses, hoop houses, buildings and farm stands) shall not exceed ten (10%) percent of the License Area.
 - iii. Any improvements will be part of Licensee's long-term plan as reviewed and approved by the Land Bank annually (See Section 7 below.).
- d. Termination; Ownership of Improvements. At the end of the Term, Licensee shall remove all of its personal property and equipment stored or located within the License Area which may be removed without harm to the surface of the License Area, remove any and all fixtures and improvements installed by Licensee on the License Area which Land Bank asks it to remove, and restore the License Area to its condition at the commencement of this Agreement to the extent required by the Land Bank. It is understood and agreed by and between the parties that, upon any such termination, all fixtures installed, and improvements made to the License Area by Licensee and not removed pursuant to the prior sentence shall automatically become the property of the Land Bank upon payment by Land Bank to Licensee of the agreed price, if any.

6. License Fees. In consideration for the use of this Agreement, Licensee agrees to pay the Land Bank a license fee of \$1 per year, due at the signing of this Agreement and on each anniversary of this Agreement.

7. Planning; Permitting; and Grants. Licensee shall provide the Land Bank with annual reviews of its long-range (3 to 5 year) plans, a report of its activities during the previous calendar year and proposed activities for the upcoming calendar year at a meeting with the Land Bank Commission to take place after December and before May of each year. Such plans will

provide information about proposed programs and activities together with explanation of how such programs and activities fulfill the Approved Purpose. Licensee agrees that it will seek only permits or grants which are consistent with the current approved long-range plan and that no applications will be submitted until after they have been approved in writing by the Land Bank. In the event that Licensee seeks any such approval at a time which is other than one of the scheduled annual meetings, the Land Bank will have a period of thirty (30) calendar days or two regularly scheduled Land Bank Commission meetings (whichever is longer) to respond to such request.

8. Insurance. Licensee, its contractors, agents and representatives, shall maintain sufficient public liability insurance, with coverage of bodily injury, wrongful death, and property damage in amounts reasonably satisfactory to the Land Bank but not less than \$1,000,000 per occurrence and \$2,000,000 cumulative, which policy shall include the Land Bank as a named insured. Licensee shall provide such other insurance coverage as the Land Bank may reasonably require in connection herewith. Any loss to improvements placed on the License Area by Licensee shall be at Licensee's sole risk.

At least thirty (30) days prior to each renewal of the required insurance, Licensee shall provide the Land Bank with a certificate of such public liability insurance. Any Licensee's contractors, agents and representatives shall supply bonding certificates for any construction or rehabilitation contemplated hereby showing compliance with the foregoing provisions.

9. Hold Harmless. The exercise of this Agreement shall constitute Licensee's acceptance of complete liability for the actions or omissions of Licensee, its contractors, agents, representatives, employees, assignees, invitees, and members of the public while present at the License Area. Licensee shall defend, indemnify and hold harmless the Land Bank and its officers, employees, consultants, and agents from and against any and all claims or costs whatsoever arising from or related to exercise by Licensee of any rights granted hereby, including without limitation any deterioration of the License Area as a result of the acts or omissions of Licensee, their contractors, agents, representatives, assignees, invitees, and members of the public.

Licensee further expressly agrees not to make any claims, and hereby releases and waives any claims, against the Land Bank and its officers, employees and agents for any injury, loss or damage to person (including bodily injury and death) or property arising out of or in connection with the activities undertaken or omissions to act by Licensee, their contractors, agents, representatives, employees, assignees, invitees, and members of the public as hereby licensed.

10. Conduct and Operations.

- a. Entry and use of the License Area under this Agreement by Licensee and its contractors, agents, representatives, employees, assignees and invitees, shall, at all times, be subject to review and control by duly designated representatives of the Land

Bank; provided, however, that acts or omissions of the Land Bank or its duly designated representatives hereunder shall not affect the above hold harmless agreement by Licensee.

- b. During the exercise of rights hereby granted, Licensee shall at all times use its best efforts to conduct itself so as not to interfere with operations of the Land Bank within the portion of the Land outside the License Area or any other adjacent property owned by the Land Bank.
- c. Licensee shall at all times be responsible for keeping the License Area organized and clean, and improvements installed thereon in good repair.
- d. Licensee shall observe and obey reasonable directives from the authorized representatives of the Land Bank, as well as all applicable laws, statutes, ordinances, regulations and permitting or license.
- e. Licensee shall not undertake any construction, reconstruction, rehabilitation or refurbishment upon the License Area without having received the prior written approval of the Land Bank or its authorized representative, and any required regulatory approvals or permits.
- f. Licensee shall be responsible for the upkeep and maintenance of the License Area, any improvements to the License Area, and the exterior areas on the License Area to the extent necessary for the safe undertaking of the Approved Purpose. Such maintenance shall include, but not be limited to, the maintenance of recycling and trash disposal facilities, removal of debris from the License Area, and the maintenance and repair of any signage, fencing or other improvements to the License Area. Licensee recognizes that its activities shall be confined to the License Area and will manage its operations so as not to interfere with other uses of the Land and adjacent properties owned by the Land Bank.
- g. Licensee's hours of use of the License Area will be 7:00 a.m. to 9:30 p.m. Monday through Sunday, or other times with the prior written approval of the Land Bank. There shall be no overnight parking on or adjacent to the License Area.
- h. Licensee, its contractors, agents and/or representatives shall provide and maintain an emergency contact person and telephone number with the Land Bank's representative throughout the term hereof.

11. Modification; Assignment. Any modification or amendment to this Agreement must be in writing signed by both parties. This Agreement is not transferable and no privilege contained herein may be sublet or assigned to any other person or organization without the express written consent of the Land Bank.

12. Survival of Terms and Provisions. All appropriate terms and provisions hereof shall survive the termination or revocation of this Agreement, including particularly Sections 8 and 9.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts where the Licensed Area is located.

14. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed as a sealed instrument the day and year first written above.

Licensor:
NANTUCKET ISLANDS LAND BANK
By its Executive Director

Licensee:

Jesse A. Bell

By: _____
Name:
Title:

Exhibits: A License Area Plan
 B Land Bank Agricultural Policy
 C Improvements Plan
 D RFP Response

EXHIBIT A

License Area Plan
[SEE NEXT PAGE]

EXHIBIT B

Land Bank Agricultural Policy
[SEE NEXT PAGE]

EXHIBIT C

RFP RESPONSE
[SEE NEXT PAGE]

Original Proposal

Michael Van Valkenburg Associates Inc



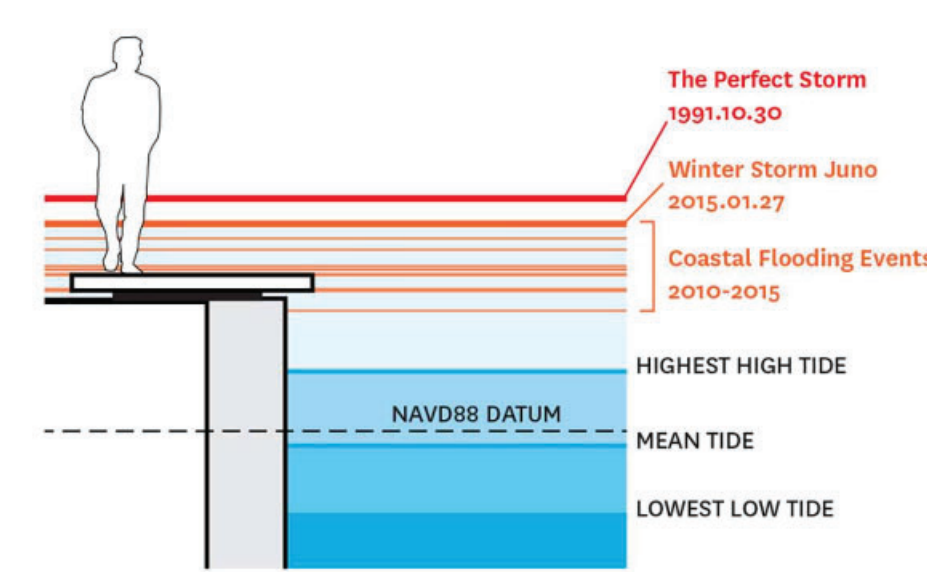
Coastal Resilience Planting Scheme | 2018

From:
Michael Van Valkenburg Associates Inc
Easy Street Park



Storm Surge Flooding History

Michael Van Valkenburg Associates Inc
Easy Street Park



“Coastal resilience means building the ability of a community to “bounce back” after hazardous events such as hurricanes, coastal storms, and flooding – rather than simply reacting to impacts.”





Soil washing into brick



Bare areas of planting



Soil washout

Suggestion 1

Add Reclaimed Granite Edging for Soil Retention



Stone Edge to Retain Soil

Examples



Reclaimed Granite Edge



Runnels for Stormwater Management



Suggestion 2

Add Signage Educating People on Purpose of Park

Existing Materiality



Existing Signage Text

Historic Flood Events



Proposed Signage Text

Coastal Resiliency Zone



Proposed Signage Text

This is a coastal resilient garden.
Plants here withstand
regular flooding.

Proposed Signage Text

Coastal Resilient Garden



Proposed Signage Style



Suggestion 3

Add More Seasonal Color



Coreopsis lanceo

Scabiosa 'Fama Blue'

Papaver oriental



Lupinus perennis

Verbena bonariensis

Aquilegia canadensis

Iris versicolor



TRANSFER BUSINESS
Nantucket Land Bank Commission
Regular Meeting of June 11, 2024

1. May 2024 Transfers – Record Nos. 46451 through 46542

a. Current “M” Exemption and Lien:

No. 46487 Keith Wallingford

No. 46535 Little Lyon LLC

b. Current “O” Exemption and Lien:

No. 46512 Manolo Hernandez

Nantucket Islands Land Bank

Transfers by Month Report

No.	DATE	MAP	PAR	LOCATION	BUYER	SELLER	R	B	V	O	AC	PRICE	PAID	EX
46451	5/1/2024	0068	118	NOBADEER WY, 7	AMY ELIZABETH MANNIN	MANNING	-1	0	0	0	0.44	\$0.00	\$0.00	D
46452	5/1/2024	5541	125	EAGLE LN, 4	FEUERBACH	FEUERBACH	-1	0	0	0	0.14	\$0.00	\$0.00	C
46453	5/1/2024	5541	125	EAGLE LN, 4	4EAGLE5SILVER LLC	FEUERBACH	-1	0	0	0	0.14	\$0.00	\$0.00	I
46454	5/2/2024	0055	468	TASHAMA LN, 15	FEE, JR.	FEE, JR.	-1	0	0	0	0.24	\$0.00	\$0.00	C
46455	5/2/2024	0055	468	TASHAMA LN, 15	JOHN J FEE JR TRUST	FEE, JR.	-1	0	0	0	0.24	\$0.00	\$0.00	D
46456	5/2/2024	0067	461	CYNTHIA LN, 19	19 CYNTHIA LANE LLC	APPLETON PROPERTIES	-1	0	0	0	0.07	\$1,495,000.00	\$29,900.00	
46457	5/3/2024	0067	241	PINE GROVE RD, 8	DOUGLAS P BENNETT RE	BENNETT	-1	0	0	0	0.23	\$0.00	\$0.00	D
46458	5/3/2024	0030	249	LINCOLN AV, 2	CROSSWAYS LLC	CROSSWAYS LLC	-1	0	0	0	0.24	\$0.00	\$0.00	K
46459	5/3/2024	0013	014	SQUAM RD, 67	SANDHURST MV LLC	SANDHURST MV LLC	-1	0	0	0	5.48	\$0.00	\$0.00	D
46460	5/3/2024	0013	014	SQUAM RD, 67	SANDHURST MV LLC	SANDHURST MV LLC	-1	0	0	0	5.48	\$0.00	\$0.00	C
46461	5/3/2024	0013	014	SQUAM RD, 67	SAGEBRUSH MIGRATION	SANDHURST MV LLC	-1	0	0	0	5.48	\$10,700,000.00	\$214,000.00	
46462	5/3/2024	0091	116	VAN FLEET CR, 7	BOYCE/HENRY	7 VAN FLEET CIRCLE L	-1	0	0	0	2.76	\$0.00	\$0.00	J
46463	5/6/2024	0068	7501	DAFFODIL LN, 19A	DAFFODIL NIRVANA REA	BRETSCHNEIDER/CARROL	-1	0	0	0	0.27	\$0.00	\$0.00	D
46464	5/6/2024	0056	1971	WINN ST, 10, UNIT 1	DAVID C BREWSTER 199	GLORIA D BREWSTER 19	0	0	0	-1	0.00	\$0.00	\$0.00	D
46465	5/6/2024	6031	114	MASSACHSETTS AV, 24	QUISISANA LLC	GROVER/CAMPBELL	-1	0	0	0	0.09	\$0.00	\$0.00	I
46466	5/6/2024	0041	555	WOODBURY LN, 12	QUISISANA LLC	GROVER/CAMPBELL	-1	0	0	0	0.21	\$0.00	\$0.00	I
46467	5/6/2024	0041	554	WOODBURY LN, 14	QUISISANA LLC	GROVER/CAMPBELL	-1	0	0	0	0.22	\$0.00	\$0.00	I
46468	5/6/2024	4231	1002	UNION ST, 8 & 8 1/2	MARUCCI	THIRTEEN GRAY AVENUE	0	0	0	-1	0.00	\$0.00	\$0.00	D
46469	5/6/2024	0067	913	HOOPER FARM RD, 74-	MARTUCCI	THIRTEEN GRAY AVENUE	0	0	-1	0	0.25	\$0.00	\$0.00	D
46470	5/6/2024	0067	911	GRAY AV, 13	MARTUCCI	THIRTEEN GRAY AVENUE	-1	0	0	0	0.38	\$0.00	\$0.00	D
46471	5/6/2024	0067	912-	GRAY AV, 13-	MARTUCCI	THIRTEEN GRAY AVENUE	0	0	-1	0	0.25	\$0.00	\$0.00	D
46472	5/6/2024	0021	088	SESACHACHA RD, 2	WENDY LIPP 2024 QUAL	LIPP	-1	0	0	0	1.00	\$0.00	\$0.00	D
46473	5/7/2024	0041	476	PILGRIM RD, 12	12 PILGRIM ROAD LLC	SEA HERO LLC	0	0	-1	0	0.17	\$2,825,000.00	\$56,500.00	
46474	5/7/2024	6024	063+	MADAKET RD 343 & 345	MADAKET MILK LLC	MADAKET MILK LLC	-1	0	-1	0	1.85	\$0.00	\$0.00	C
46475	5/7/2024	6024	063+	MADAKET RD 343 & 345	MADAKET MILK LLC	MADAKET MILK LLC	-1	0	-1	0	1.85	\$0.00	\$0.00	C
46476	5/7/2024	6024	063+	MADAKET RD 343 & 345	MADAKET MILK LLC	MADAKET MILK LLC	-1	0	-1	0	1.85	\$0.00	\$0.00	C
46477	5/7/2024	7132	326-	HUNTINGTON ST, 4	K H & L REALTY TRUST	SUZANNE ZAPPALA 2021	0	0	-1	0	0.00	\$0.00	\$0.00	C
46478	5/7/2024	7132	341-	GLOUCESTER ST, 3	SUZANNE ZAPPALA 2021	K H & L REALTY TRUST	0	0	-1	0	0.00	\$0.00	\$0.00	C
46479	5/7/2024	0082	033	OSPREY WY, 14	VOYAGES FAMILY INVES	VOYAGES	-1	0	0	0	0.49	\$0.00	\$0.00	D

No.	DATE	MAP	PAR	LOCATION	BUYER	SELLER	R	B	V	O	AC	PRICE	PAID	EX
46480	5/7/2024	7313	098	FRONT ST, 13	MARY G O'CONNELL 200	O'CONNELL	-1	0	0	0	0.10	\$0.00	\$0.00	D
46481	5/8/2024	4232	156	FAIR ST, 45	FORTY FIVE FAIR STRE	45 FAIR LLC	-1	0	0	0	0.07	\$4,800,000.00	\$96,000.00	
46482	5/8/2024	4231	079	EASY ST, 4	4 EASY STREET LLC	FAWN GROVE REALTY TR	0	-1	0	0	0.06	\$2,600,000.00	\$52,000.00	
46483	5/8/2024	4231	079	EASY ST, 4	4 EASY STREET LLC	FAWN GROVE REALTY TR	0	-1	0	0	0.06	\$1.00	\$0.02	
46484	5/8/2024	4244	064	KITE HILL LN, 3	THREE KITE HILL REAL	KITE HILL THREE REAL	-1	0	0	0	0.12	\$0.00	\$0.00	I
46485	5/9/2024	5541	027-	ORANGE ST, 85A	85 ORANGE LLC	MCCAULEY	-1	0	0	0	0.06	\$1,150,000.00	\$23,000.00	
46486	5/9/2024	5541	027-	ORANGE ST, 85B	85 ORANGE LLC	ATTYMASS CHARITABLE	-1	0	0	0	0.12	\$2,200,000.00	\$44,000.00	
46487	5/9/2024	0066	356	LUFF RD, 8	WALLINGFORD	EGAN/SCURLOCK/NORCR	-1	0	0	0	0.36	\$1,900,000.00	\$18,000.00	M
46488	5/9/2024	0067	2972-	FAIRGROUNDS RD, 46B	FORTY SIX FAIRGROUND	KYOMITMAITEE	0	0	0	-1	0.00	\$0.00	\$0.00	D
46489	5/10/2024	0067	831	BLAZING STAR RD, 2	HAPPY FEET LLC	2 BLAZING STAR REALT	-1	0	0	0	0.15	\$3,550,000.00	\$71,000.00	
46490	5/10/2024	0076	049	FLINTROCK RD, 4	4 FLINTROCK REALTY T	KELLY	-1	0	0	0	1.08	\$0.00	\$0.00	D
46491	5/10/2024	0029	073+	SANDY DR, 1, 5	ELOISE NOMINEE TRUST	ELOISE NOMINEE TRUST	-1	0	-1	0	0.49	\$0.00	\$0.00	D
46492	5/10/2024	4232	158	FARMER ST, 1	TCE NANTUCKET TRUST	BEAUGRAND	-1	0	0	0	0.06	\$3,600,000.00	\$72,000.00	
46493	5/10/2024	0038	051	WARRENS LANDING, 39	MALLOY	JOHN M MALLOY TRUST	-1	0	0	0	2.01	\$0.00	\$0.00	D
46494	5/10/2024	0038	051	WARRENS LANDING, 39	DEAL POINT LLC	MALLOY	-1	0	0	0	2.01	\$0.00	\$0.00	I
46495	5/10/2024	0068	1841	GREGLEN AV, 18B	18B GREGLEN LLC	GLOWACKI	0	0	-1	0	0.28	\$1,500,000.00	\$30,000.00	
46496	5/10/2024	0068	141	GREGLEN AV, 20	20 GREGLEN LLC	GLOWACKI	-1	0	0	0	0.56	\$2,850,000.00	\$57,000.00	
46497	5/13/2024	5541	105	YORK ST, 33	GREGORY P KELTZ REVO	KELTZ	-1	0	0	0	0.18	\$0.00	\$0.00	D
46498	5/13/2024	0068	105	MACYS LN, 30	GEORGE S MACLELLAN R	MACLELLAN/BUCKLEY	-1	0	0	0	0.18	\$0.00	\$0.00	D
46499	5/14/2024	0076	065	ARLINGTON ST, 32	DRAPPI	DRAPPI	0	0	-1	0	0.29	\$0.00	\$0.00	C
46500	5/15/2024	0066	5382	WHITE WHALE LN, 2 #2	TWO WHITE WHALE LLC	POUR LA TABLE LLC	0	0	0	-1	0.00	\$1,500,000.00	\$30,000.00	
46501	5/15/2024	0080	068	SURFSIDE RD, 107	RUTHERFORD FAMILY NO	RUTHERFORD FAMILY NO	-1	0	0	0	1.84	\$0.00	\$0.00	C
46502	5/15/2024	0029	098	WALSH ST, 56	56 WALSH STREET HOLD	LAMBERT	-1	0	0	0	0.11	\$0.00	\$0.00	I
46503	5/15/2024	0081	178	ELLENS WY, 20	EMILY G WOOD REVOCAB	HOUSE BY THE SHORE L	-1	0	0	0	0.31	\$6,650,000.00	\$133,000.00	
46504	5/15/2024	0067	640	ESSEX RD, 8	8 ESSEX ROAD LLC	LAPIENE	-1	0	0	0	0.31	\$1,900,000.00	\$38,000.00	
46505	5/16/2024	0055	4012	ORANGE ST, 110B, #2	MV REAL LLC	SOURATI	0	0	0	-1	0.00	\$0.00	\$0.00	I
46506	5/16/2024	0068	327	YOUNGS WY, 17	17 YOUNGS WAY NOMINE	17 YOUNGS WAY NOMINE	-1	0	0	0	0.24	\$0.00	\$0.00	C
46507	5/16/2024	0068	480	WITHERSPOON DR, 7	HEALD	ELYSIAN PRIVATE EQUI	-1	0	0	0	0.12	\$0.00	\$0.00	J
46508	5/16/2024	0054	279	SHEEP COMMONS LN, 3	DENNIS P METCALFE FA	METCALFE	-1	0	0	0	0.62	\$0.00	\$0.00	D
46509	5/17/2024	0079	208+	WOODLAND DR, 13, 13A	NANTUCKET WOODLAND L	GLOWACKI, ESTATE	0	0	-1	0	3.62	\$3,000,000.00	\$60,000.00	
46510	5/17/2024	0041	169	MAIN ST, 149	ACK REWARD LLC	149 ACK MAIN ST LLC	-1	0	0	0	0.14	\$4,225,000.00	\$84,500.00	
46511	5/17/2024	0068	156-	OLD SOUTH RD, 55	KTN OLD SOUTH LLC	SHANTILAL LLC	0	-1	0	0	0.23	\$550,000.00	\$11,000.00	

No.	DATE	MAP	PAR	LOCATION	BUYER	SELLER	R	B	V	O	AC	PRICE	PAID	EX
46512	5/20/2024	0080	164-	FIELD AV, 10	HERNANDEZ	NORMAN AND JOAN REAL	-1	0	0	0	0.37	\$702,465.00	\$0.00	O
46513	5/20/2024	0068	203	LOVERS LN, 2	2 LOVERS LANE LLC	RICHMOND GREAT POINT	0	-1	0	0	0.49	\$1,300,000.00	\$26,000.00	
46514	5/20/2024	0067	1952	MIACOMET AV, 28	GULLICKSEN	O'BRIEN	-1	0	0	0	0.12	\$0.00	\$0.00	D
46515	5/20/2024	0067	1952	MIACOMET AV, 28	O'BRIEN	GULLICKSEN	-1	0	0	0	0.12	\$0.00	\$0.00	C
46516	5/20/2024	0086	108	MIACOMET PK, LOT 387	TOBEY R LESKE FAMILY	LESKE, EST, TOBEY R	0	0	-1	0	0.14	\$0.00	\$0.00	D
46517	5/20/2024	0030	144+	GRANT AV, 3, N BEACH	3 GRANT AVENUE LLC	3 GRANT AVENUE LLC	-1	0	-1	0	0.73	\$0.00	\$0.00	C
46518	5/20/2024	0030	144+	GRANT AV, 3, N BEACH	3 GRANT AVENUE LLC	MILLER, IV	-1	0	-1	0	0.73	\$0.00	\$0.00	C
46519	5/21/2024	0021	118/3	CHASE LN, 1	JOHN T NUTTING LIVI	NUTTING	-1	0	0	0	2.76	\$0.00	\$0.00	D
46520	5/21/2024	0055	038	WILLIAMS LN, 3	ZWECK/MINKOFF FAMILY	MINKOFF/ZWECK	-1	0	0	0	0.12	\$0.00	\$0.00	D
46521	5/22/2024	0594	065	ARKANSAS AV, 23	DOSTALER-TOUCHETTE/B	GORDON	0	0	0	-1	0.00	\$30,000.00	\$600.00	
46522	5/22/2024	7331	111	LILY ST, 10	GORDON GRANT BRAINE	BRAINE/IVEY	-1	0	0	0	0.18	\$0.00	\$0.00	D
46523	5/22/2024	0055	1135	SURFSIDE RD, 31	31 SURFSIDE ROAD LLC	MOORE	-1	0	0	0	0.15	\$2,125,000.00	\$42,500.00	
46524	5/23/2024	0012	010	WAUWINET RD, 121	BURFIELD/GRIFFIN	JOANNE CURLEE TRUST	-1	0	-1	0	0.45	\$0.00	\$0.00	D
46525	5/24/2024	4241	026	HARBOR VIEW WY, 14	JENNIFER M SKEFFINGT	SKEFFINGTON-SILVA	-1	0	0	0	0.15	\$0.00	\$0.00	D
46526	5/28/2024	0056	0844	HUSSEY FARM RD, 4	MARYANN WASIK REVOCA	WASIK	-1	0	0	0	0.79	\$0.00	\$0.00	D
46527	5/28/2024	0020	032	OLD QUIDNET MILK, 1	JAMES M BLOOMFIELD R	BLOOMFIELD	-1	0	0	0	5.00	\$0.00	\$0.00	D
46528	5/28/2024	0055	535	YOMPASHAM LN, 5	NGOZU OKEZIE IRREVOC	OKEZIE/CURTIS	-1	0	0	0	0.29	\$0.00	\$0.00	D
46529	5/28/2024	0054	230-	SANDWICH RD, LOT 169	RYDER	TOWN OF NANTUCKET	0	0	-1	0	0.06	\$10,252.80	\$205.06	
46530	5/28/2024	0054	230-	SANDWICH RD, LOT 170	RYDER	TOWN OF NANTUCKET	0	0	-1	0	0.05	\$7,423.20	\$148.46	
46531	5/28/2024	0056	142	MEADOW FIEW DR, 18	18 MEADOW VIEW DRIVE	18 MEADOW VIEW DRIVE	-1	0	0	0	0.46	\$0.00	\$0.00	C
46532	5/29/2024	0080	0372	NOBADEER AV, 6	KAIZER, JR	KAIZER	-1	0	0	0	0.95	\$0.00	\$0.00	C
46533	5/29/2024	0067	2235	SURFSIDE RD, 65C	BISAILLON	BISAILLON/CORSON	-1	0	0	0	0.33	\$0.00	\$0.00	K
46534	5/29/2024	4241	752	SWAIN ST, 15, D-1	BRANT POINT COURTYAR	ROGOWSKI	0	0	0	-1	0.00	\$0.00	\$0.00	C
46535	5/29/2024	5541	071	LYON ST, 8B	LITTLE LYON LLC	LESSER	-1	0	0	0	0.04	\$1,606,000.00	\$12,120.00	M
46536	5/30/2024	0030	039	SHERBURNE WY, 3	WILLCOX	BRECKINRIDGE LONG WI	-1	0	0	0	2.39	\$0.00	\$0.00	D
46537	5/30/2024	0030	039	SHERBURNE WY, 3	CLIFFSIDE 2 LLC	WILLCOX	-1	0	0	0	2.39	\$8,000,000.00	\$160,000.00	
46538	5/30/2024	4241	078	SWAIN ST, 9	LANE	9 SWAIN STREET LLC	-1	0	0	0	0.11	\$0.00	\$0.00	B
46539	5/30/2024	0055	429	ADJ TO # 44342	TOWNSEND		0	0	0	0	0.00	\$0.00	\$17,000.00	
46540	5/30/2024	0055	429	WAYDALE RD, 23	COX/HAMMOND/ANDREWS	TOWNSEND	-1	0	0	0	0.24	\$2,050,000.00	\$41,000.00	
46541	5/31/2024	0068	871	HONEYSUCKLE DR, 12	TOWN OF NANTUCKET	NHA PROPERTIES INC	-1	0	0	0	0.12	\$1,700,000.00	\$0.00	A
46542	5/31/2024	0055	9192	RED MILL RD, 6	WILLIAM R VANARSDALE	GG DEVELOPMENT LLC	-1	0	0	0	0.18	\$6,200,000.00	\$124,000.00	

No.	DATE	MAP	PAR	LOCATION	BUYER	SELLER	R	B	V	O	AC	PRICE	PAID	EX
GRAND TOTALS							-69		-18			\$80,726,142.00		
								-4		-7	65.51		\$1,543,473.54	

MONTHLY TRANSFER STATISTICS FISCAL YEAR 2023

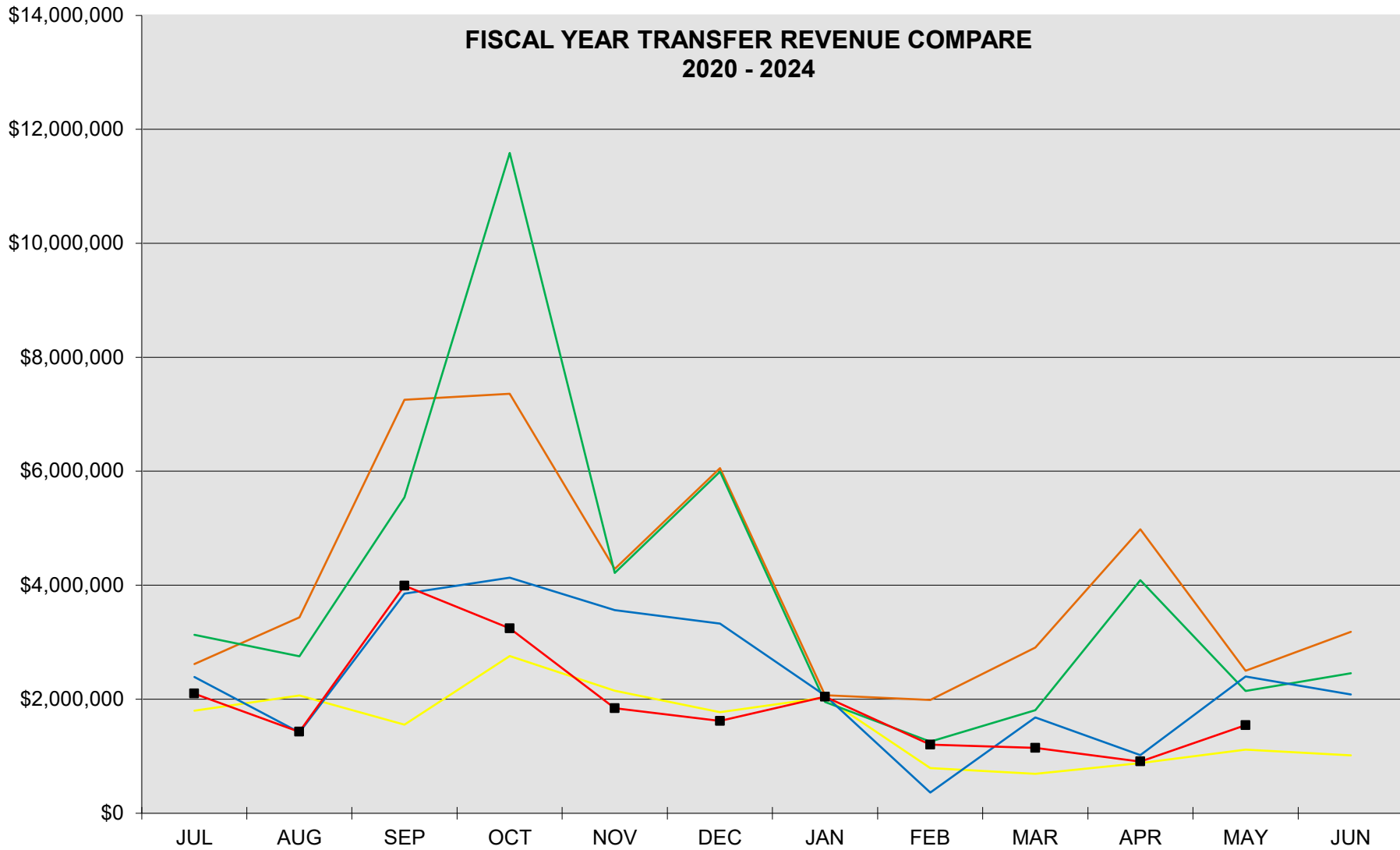
FY23	Total	Exempt	Taxable	Total Gross	Gross	Revenue
Month	Transfers	Transfers	Transfers	Value	Value Taxable	Received
Jul-22	79	48	31	\$124,164,276	\$119,014,276	\$2,387,886
Aug-22	81	57	24	\$84,455,392	\$70,037,323	\$1,417,575
Sep-22	85	41	44	\$199,748,058	\$192,528,058	\$3,850,561
Oct-22	97	38	59	\$216,160,950	\$206,610,950	\$4,132,219
Nov-22	88	43	45	\$186,319,400	\$178,167,500	\$3,563,350
Dec-22	117	59	58	\$178,569,358	\$165,994,358	\$3,325,661
Jan-23	69	50	19	\$105,949,500	\$103,160,414	\$2,063,208
Feb-23	61	48	13	\$19,474,665	\$17,669,500	\$361,890
Mar-23	72	46	26	\$90,080,762	\$84,013,251	\$1,680,265
Apr-23	50	33	17	\$52,530,610	\$50,810,810	\$1,016,216
May-23	82	46	36	\$123,501,599	\$119,844,099	\$2,396,882
Jun-23	60	36	24	\$110,778,641	\$104,152,130	\$2,083,043
THRU MAY 23	881	509	372	\$1,380,954,569	\$1,307,850,538	\$26,195,713
Average	80	45	33	\$124,311,101	\$147,930,411	\$2,356,563
Low	50	33	13	\$19,474,665	\$17,669,500	\$361,890
High	117	59	59	\$216,160,950	\$206,610,950	\$4,132,219

MONTHLY TRANSFER STATISTICS FISCAL YEAR 2024

FY24	Total	Exempt	Taxable	Total Gross	Gross	Revenue
Month	Transfers	Transfers	Transfers	Value	Value Taxable	Received
Jul-23	75	49	26	\$110,131,693	\$104,912,515	\$2,098,250
Aug-23	64	32	32	\$78,042,000	\$71,417,000	\$1,428,340
Sep-23	93	46	47	\$199,648,798	\$199,548,798	\$3,990,976
Oct-23	101	56	45	\$170,787,010	\$162,137,010	\$3,242,740
Nov-23	79	51	28	\$92,790,100	\$91,990,100	\$1,840,004
Dec-23	76	50	26	\$87,561,537	\$80,894,700	\$1,617,894
Jan-24	72	42	30	\$109,580,517	\$102,178,767	\$2,043,575
Feb-24	46	26	20	\$60,093,759	\$60,093,759	\$1,201,875
Mar-24	87	61	26	\$58,903,942	\$57,203,942	\$1,144,079
Apr-24	76	52	24	\$52,555,750	\$45,355,750	\$907,115
May-24	92	65	27	\$80,726,142	\$76,323,677	\$1,543,474
Jun-24						
THRU MAY 24	861	530	331	\$1,100,821,248	\$1,052,056,018	\$21,058,322
Average	78	48	30	\$100,074,659	\$95,641,456	\$1,914,393
Low	46	26	20	\$52,555,750	\$45,355,750	\$907,115
High	101	65	47	\$199,648,798	\$199,548,798	\$3,990,976

FISCAL YEAR TRANSFER REVENUE COMPARE

2020 - 2024





**REQUESTS FOR TEMPORARY PRIVATE EVENT USE
ON NANTUCKET LAND BANK PROPERTIES**

The Land Bank Commission will allow small, short, simple ceremonies with minimal set up (no tents, no amplified music, a few chairs for guests who cannot be expected to stand, and preferably fewer than 35 guests). Carpooling is strongly encouraged. Depending upon the size and scope, your request will either be reviewed internally by Staff or at a Land Bank Commission meeting after which you will be notified regarding approval status. All commercial events require payment of a \$100 fee, EXCEPT filming which requires a \$250/day fee.

**PLEASE NOTE THAT THE LAND BANK'S APPROVAL IS CONTINGENT UPON ALL OTHER
APPLICABLE TOWN PERMITS HAVING BEEN OBTAINED.ⁱ**

APPLICANT NAME: *Strong Wings Adventure School*

MAILING ADDRESS: *9 Nobadeer Farm Rd. Nantucket, MA 02554*

TELEPHONE: *(508)-468-8358* **E-MAIL:** *Andrewtk@strongwings.org*

Proposed Location of EVENT: *(See attached)*

DATE of EVENT: *June 10th - Aug 16th*

TIME of EVENT: *Between 10am-2pm*

Description / Anticipated # of attendees *friends, family, catering staff: (See attached)*

PLEASE DESCRIBE THE EVENT (theme, scope, duration, installation, food and beverage ...):

(See attached)

Approved/Denied:

Special Projects Coordinator

Date:

Approval date

Staff Comments:

ⁱ Applicants must be in full compliance with Health Department, Fire, Police, and Natural Resources regulations. Contact Town of Nantucket Events Coordinator, Marina Dzvoniak at 508-325-4166 or by email to mdzvoniak@police.nantucket-ma.gov

On any given summer day Strong Wings has up to 180 campers. The majority of those campers are traveling the island by bike. Although they have concrete destination plans that typically include a cooperative game or initiative at a given location, they frequently stop at NCF and NLB properties for snacks and rest.

The NLB locations that are common destinations are listed below, along with the approximate frequency and amount of campers. There are other smaller locations that are used as brief rest or activity locations but it is difficult to quantify the frequency of use. Our plans are made daily and are contingent upon factors like weather, group ability and composition and interest level of other options. Though we outline detailed plans in our daily staff meetings, plans have a tendency to change and evolve as campers' days and bike rides unfold.

Our hope is that listing our common locations and the approximate group sizes will be sufficient. As always, we are beyond grateful for the opportunity to enjoy and explore NLB properties. Thank you for all your important work.

Location	Campers	Use
Bamboo Forest	20	2x week 1hr
Hayes park	12	3x week 3 hrs
Lilly Pond	12	1 x week 1 hr
Quaise	12	1 x week 2 hrs
Quiase Beach	12	2 x week 2 hrs
Hinsdale Park	14	2x week 3hrs



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ON NANTUCKET LAND BANK PROPERTIES

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PLEASE NOTE THAT THE LAND BANK'S APPROVAL IS CONTINGENT UPON ALL OTHER APPLICABLE TOWN PERMITS HAVING BEEN OBTAINED.

APPLICANT NAME: NECA Peggy Kaufman
MAILING ADDRESS: 21 Washington St
TELEPHONE: (617)-818-3161 E-MAIL: KATHIE@EJ2@ICloud.com

Proposed Location of EVENT: Washington St
DATE of EVENT: 16-17 July TIME of EVENT: Noon
Description / Anticipated # of attendees friends, family, catering staff. 30-40

PLEASE DESCRIBE THE EVENT (theme, scope, duration, installation, food and beverage ...):

Lobster picnic non Alcoholic & eaties

Approved/Denied: _____

Special Projects Coordinator

Date: _____

Approval date

Staff Comments: _____

ⁱ Applicants must be in full compliance with Health Department, Fire, Police, and Natural Resources regulations.

Contact Town of Nantucket Events Coordinator, Marina Dzvonik at 508-325-4166 or by email to

mdzvonik@police.nantucket-ma.gov

THANK YOU FOR YOUR INQUIRY TO HOLD A PRIVATE EVENT ON LAND BANK PROPERTY.

The Land Bank Commission will allow small, short, simple ceremonies with minimal set up (no tents, no amplified music, a few chairs for guests who cannot be expected to stand, and preferably fewer than 35 guests). Carpooling is strongly encouraged. Your request will be reviewed at a Land Bank Commission meeting after which you will be notified regarding approval status.

**REQUESTS FOR TEMPORARY PRIVATE EVENT USE
ON NANTUCKET LAND BANK PROPERTIES**

APPLICANT NAME: Saltmarsh Center / NCEA
MAILING ADDRESS: 81 Washington Street + ext
TELEPHONE: 508-287-2161 () - - - home () - - - work
E-MAIL: iwinkie@comcast.net

Location of EVENT: 66 Washington Street
DATE of EVENT: August 19 **TIME of EVENT:** 5:00 - 7:00
Description of attendees (i.e. friends, family, catering staff...): Nantucket Seniors
Anticipated number of attendees: 40

PLEASE DESCRIBE THE EVENT:

seafood supper - each guest will receive a carton with their meal inside it - the dinner is being provided by Sayles. There will be no liquor - we will bring garbage cans and have garbage picked up. we will supply folding
Other relevant information: light weight tables & chairs. The guests will park at the Saltmarsh center, we will put up stanchions to keep our guests on the water side of the street. If there is a problem with the weather we will move it to the Saltmarsh center.

Approved/Denied:

Executive Director

Date:

Land Bank Meeting date

Comments:

From: Marian Wilson mwilson@nantucketlandbank.org
Subject: Saltmarsh Center Clambake Request
Date: Jul 17, 2023 at 10:28:51 AM
To: iwinkie@comcast.net
Cc: Eleanor Antonietti eantonietti@nantucketlandbank.org

Good morning Peggy,

It was nice speaking with you earlier. We appreciate that you contacted our office to ask permission before planning the Clambake for the Saltmarsh Center. I have cc'd Eleanor Antonietti, our Special Project Coordinator, who handles all permitting requests for the Nantucket Land Bank properties.

Please confirm that you are interested in hosting a Clambake for 40 people at 66 Washington Street. What date are you interested in?

As per telephone conversation you mentioned that you would like set up a few tables and beach chairs, with minimal impact to the grassy property. There would be no alcohol served and all guests who would park at the Saltmarsh Center and walk over to the Land Bank property.

I have attached a Land Bank Beach Use Request Form for your completion and would ask you to complete and return by email to Eleanor's attention. Please include any additional information that you think is pertinent on the form.

Please follow up directly with Eleanor; she will be happy to assist you further.
Thank you,

Marian

Marian Wilson
Nantucket Land Bank
22 Broad Street
Nantucket, MA 02554
Phone: [508-228-7240](tel:508-228-7240)
Fax: [508-228-9369](tel:508-228-9369)

THANK YOU,
ATTACHED PLEASE FIND
COMPLETED FORM.
PLEASE NOTE THE DATE
IS SOON.
ANYTHING ELSE I
NEED, LET ME KNOW
PEGGY KAUFMAN.





TOWN OF NANTUCKET
AGREEMENT BETWEEN
THE TOWN OF NANTUCKET/
NANTUCKET ISLANDS LAND BANK
AND
SCAPE LANDSCAPE ARCHITECTURE D.P.C.

Town of Nantucket Use Only

Contract No. _____

PO No. _____

Vendor No. _____

THIS AGREEMENT made effective **April 2, 2024**, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Town Administration, with offices at Town Hall, Nantucket, Massachusetts 02554 (hereinafter called the "**TOWN**"), the **NANTUCKET ISLANDS LAND BANK**, a body politic and corporate, acting by and through its Commission, with offices at 22 Broad Street (hereinafter called the "**LAND BANK**"), and **SCAPE LANDSCAPE ARCHITECTURE D.P.C.**, whose principal office address and state of incorporation are as set forth on **Exhibit A** (hereinafter called the "**CONSULTANT**").

RECITALS:

WHEREAS, the TOWN and the LAND BANK desire to retain the CONSULTANT to provide certain services for the TOWN and the LAND BANK, as described below, and the CONSULTANT is willing to accept such engagement, all on the terms hereinafter set forth,

WHEREAS, the TOWN and the LAND BANK each agree to pay **50%** of the total cost of this Agreement as set forth in a Memorandum of Understanding between the TOWN and the LAND BANK.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE CONSULTANT

- 1.1 The TOWN and the LAND BANK hereby engage the CONSULTANT, and the CONSULTANT hereby accepts the engagement to perform certain services for the TOWN and the LAND BANK, as described in Article 2.
- 1.2 In the performance of any service under this Agreement, the CONSULTANT acts at all times as an independent contractor. There is no relationship of employment or agency between the TOWN and/or the LAND BANK, on the one hand, and the CONSULTANT, on the other, and neither the TOWN nor the LAND BANK shall have or exercise any control or direction over the method by which the CONSULTANT performs its work or

TOWN OF NANTUCKET • 16 BROAD STREET • NANTUCKET • MA • 02554

LONG FORM CONTRACT 5-17-2023

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functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

ARTICLE 2 - SERVICES OF THE CONSULTANT

- 2.1 The CONSULTANT will perform the services described in the Scope of Services set forth on **Exhibit B** (the "Work").
- 2.2 The CONSULTANT shall report, and be responsible, to the TOWN and the LAND BANK and their designee (if any) as set forth on **Exhibit A**.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the TOWN and the LAND BANK. The TOWN and THE LAND BANK shall be under no obligation to pay for any services performed by the CONSULTANT which are not explicitly agreed to by the TOWN and the LAND BANK in writing. Notwithstanding anything herein to the contrary, in the event of any conflict between the terms of this Agreement, any exhibit hereto or any other contract document, including without limitation the Scope of Services and payment terms, the terms most favorable to the TOWN and LAND BANK shall govern and control unless required by applicable law.
- 2.4 The CONSULTANT represents to the TOWN and the LAND BANK that the CONSULTANT (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement using his best skills and attention, which shall not be less than such state of skill and attention generally rendered by the engineering/design profession for projects similar to the Project in scope, difficulty and location and further agrees to perform its services in a professional manner (the "Standard of Care"). Consultant shall, subject to the Standard of Care, perform its services/work hereunder in strict accordance with all applicable local, state or federal ordinances, laws, rules and regulations, all of which are incorporated herein by reference. The CONSULTANT will obtain and pay for any and all permits, bonds and other items required for the proper and legal performance of the Work.
- 2.5 The CONSULTANT represents to the TOWN and the LAND BANK that it is not a party to any agreement contract or understanding which would in any way restricts or prohibits it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise) which are received and produced by the CONSULTANT pursuant to this Agreement shall be deemed to be "instruments of service" and shall become the joint property of the Town and Land Bank upon receipt

and production of such materials and payment of any associated consideration as required by this Agreement.

The TOWN and the LAND BANK shall not substantively modify any of the CONSULTANT's instruments of service or use any of the CONSULTANT's instruments of service on any project other than the Project for which such instruments of service were produced, unless CONSULTANT agrees in its discretion, such not to be unreasonably delayed or withheld.

This Article shall survive the completion of the Project and the expiration or earlier termination of this Agreement.

- 2.7 The CONSULTANT shall be responsible for the professional and technical accuracy, and for the coordination, of all designs, drawings, specifications, estimates and other work or services furnished by CONSULTANT or its consultants and subcontractors. The CONSULTANT shall perform its work under this Agreement in such a competent and professional manner that detailed checking and reviewing by the TOWN and the LAND BANK shall not be necessary and as otherwise provided herein including consistent with the Standard of Care.
- 2.8 The CONSULTANT shall not use any subcontractors or sub-consultants not explicitly identified herein for any work required under this Agreement unless such use has been approved in advance in writing by the TOWN and the LAND BANK.
- 2.9 Notwithstanding anything to the contrary in this Agreement, the CONSULTANT shall not be relieved of its obligations under this Agreement by the TOWN's and/or the LAND BANK's performance, or failure to perform, any of the TOWN's and/or the LAND BANK's administrative duties under this Agreement, including, but not limited to, the TOWN's and/or the LAND BANK's review and/or approval of plans, estimates, programs, documents, materials, work and services furnished by CONSULTANT.

ARTICLE 3 - PERIOD OF SERVICES

- 3.1 Unless otherwise provided on **Exhibit A**, the term of this Agreement shall commence on the date hereof and continue until the Work is completed in accordance with this Agreement.
- 3.2 The CONSULTANT shall proceed with the Work promptly after receiving Notice to Proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed no later than the

date set forth on **Exhibit A** unless schedule extensions are permitted under section 3.3. The CONSULTANT acknowledges that time is of critical importance of this Agreement.

- 3.3 If the CONSULTANT is delayed in the performance of any of its obligations under this Agreement by the occurrence of the following unforeseen events beyond its control: fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONSULTANT to perform the Work shall be extended for such time as the TOWN and the LAND BANK shall reasonably determine is necessary to permit the CONSULTANT to perform in light of the effects of the Unavoidable Event.; provided that the CONSULTANT undertakes diligence to mitigate such Unavoidable Event and otherwise performs its obligations hereunder. Continued prevention from performance by such causes for periods aggregating sixty (60) or more days shall be deemed to render performance impossible, and either party shall thereafter have the right to terminate this Agreement.

If an Unavoidable Event occurs which, in the TOWN's and the LAND BANK's reasonable determination, makes the performance of the Agreement impossible without the expenditure of additional TOWN and the LAND BANK funds, the TOWN and the LAND BANK may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

ARTICLE 4 - PAYMENTS TO THE CONSULTANT

- 4.1 The compensation due to the CONSULTANT shall be paid in the amounts, and in the manner set forth on **Exhibit C**, attached hereto.
- 4.2 The CONSULTANT will bill the TOWN and the LAND BANK at the completion of the work unless otherwise provided on **Exhibit C**, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any) and provide such supporting data as may be required by the TOWN and the LAND BANK.
- 4.3 The TOWN and the LAND BANK will pay the CONSULTANT upon review and approval of such invoices by the TOWN and the LAND BANK or their designee, but in any event no later than 45 days after the invoices are received by the TOWN.
- 4.4 This engagement may be subject to budgetary restrictions which may limit the total amount of funds available for the Work. Accordingly, unless otherwise stated in **Exhibit C**, the TOWN and the LAND BANK will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the TOWN and the LAND BANK.

- 4.5 The CONSULTANT and any authorized sub-contractors shall not be compensated for any services involved in preparing changes that are required for additional work that reasonably should have been anticipated by the CONSULTANT in the preparation of the documents, in accordance with the Standard of Care, as reasonably determined by the TOWN and the LAND BANK.
- 4.6 Notwithstanding any other provision of this Agreement, including without limitation Exhibit C, CONSULTANT acknowledges that all invoices shall be issued indicating that fifty (50%) percent is due each from the TOWN and the LAND BANK. CONSULTANT further acknowledges that any and all liability of the TOWN and the LAND BANK shall be several and not joint. In other words, the TOWN and the LAND BANK is each responsible only for its own actions and for fifty (50%) percent of the payments hereunder.

ARTICLE 5 – TERMINATION

- 5.1 This Agreement may be terminated, with cause, by the TOWN, the LAND BANK or CONSULTANT, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The TOWN and the LAND BANK shall have the right to terminate this Agreement for their convenience and without cause upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
- (a) If the TOWN and the LAND BANK terminate for cause under paragraph 5.1, the TOWN and the LAND BANK shall be under no obligation to make any payments to CONSULTANT except for those services provided in accordance with this Agreement and to the satisfaction of the TOWN and LAND BANK. If the Agreement is terminated for any other reason, the TOWN and the LAND BANK shall remain responsible for undisputed payments for the services performed in accordance with this Agreement and, unless this Agreement is for a lump-sum, expenses of CONSULTANT reasonably accrued prior to the effective date of the notice of termination in compliance with this Agreement less the value of any claims of the TOWN and the LAND BANK. (The value of such claims shall be as reasonably determined by the TOWN and the LAND BANK in their sole discretion). The TOWN and the LAND BANK shall be responsible for no other amounts, including, without limitation, claims for lost profits on Work not performed.

- (b) The CONSULTANT shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to WORK performed pursuant to the Agreement.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

6.1

- A. General Liability: The CONSULTANT shall indemnify and hold harmless the TOWN and LAND BANK from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the CONSULTANT or his employees, agents, subcontractors or representatives.
- B. Professional Liability: The CONSULTANT shall indemnify and hold harmless the TOWN and LAND BANK from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the CONSULTANT'S services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the CONSULTANT or his employees, agents, subcontractors or representatives.

The provisions of Section 6.1(A) and (B) above shall survive the expiration or termination of this Agreement.

- 6.2 Before commencing work the CONSULTANT shall obtain and maintain at its expense and from insurance companies of a Best Rating of A or better, which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONSULTANT is permitted to sub-contract a material portion of the Work or is otherwise identifying a third party to perform services for the TOWN and the LAND BANK, the CONSULTANT shall represent that such subcontractor or other third party also has such insurance.

- (a) Workers' Compensation, covering the obligations of the CONSULTANT in accordance with applicable Workers' Compensation or Benefits laws.
- (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.

- (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired, and non-hired vehicle use.
- (d) Errors and Omissions Insurance of not less than \$2 million per claim. The coverage shall be in force from the date of execution of the Agreement to the date when all design and construction work is completed and accepted by the TOWN and the LAND BANK, unless, however, the policy is a “claims made policy,” in which event the policy shall remain effective and in full force for a period of six (6) years after completion of all design and construction work relating to the engagement.
- (e) Such additional insurance as may be required to be carried by the CONSULTANT by law.
- (f) Such additional insurance as the TOWN and the LAND BANK may reasonably require, as set forth on **Exhibit A**.

CONSULTANT shall maintain such insurance during the term of Agreement and give the TOWN and the LAND BANK twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the TOWN and the LAND BANK. The TOWN and the LAND BANK will be added as an additional named insureds with respect to each such policy (except for Worker’s Compensation and Professional Liability) and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the TOWN and the LAND BANK upon the execution of this Agreement and at such times thereafter as the TOWN and the LAND BANK may reasonably request.

ARTICLE 7 - GENERAL PROVISIONS

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONSULTANT (whether completed or in process) shall be considered instruments of service and subject to Section 2.6 hereof.
- 7.2 No party may assign, transfer, or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other parties, and any such attempted assignment or other disposition without such consent shall be invalid and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the TOWN and the LAND BANK relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the TOWN and the LAND BANK specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.

7.4 This Agreement, together with **Exhibit A** (Consultant, Term, Completion), **Exhibit B** (Scope of Work), **Exhibit C** (Payments), **Exhibit D** (Tax Compliance Certificate), **Exhibit E** (Certificate of Non-Collusion), and **Exhibit F** (Memorandum of Understanding between the TOWN and the LAND BANK) and any additional exhibits referred to therein, constitute the entire agreement of TOWN and the LAND BANK and CONSULTANT with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by TOWN and the LAND BANK and CONSULTANT. If there is any conflict among the terms set forth in the body of this Agreement and the terms or provisions set forth in **Exhibit A, Exhibit B, or Exhibit C**, or in any other attachment hereto, or in any other document or law incorporated by reference herein, such conflict shall be resolved by giving precedence Terms or provisions contained in the following documents in accordance with the following hierarchy, with the topmost document of the highest priority:

- A. Applicable federal, state, and local laws, rules, and regulations.
- B. Amendments to this Agreement, if any.
- C. **Exhibits A, B, C, and F.**
- D. This Agreement.
- E. Any other attachments to this Agreement.

To the extent the conflict is not resolved by applying the above hierarchy, the conflict shall be resolved in a manner that results in the highest quantity and best quality of goods and services to the TOWN and the LAND BANK.

7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the TOWN and the LAND BANK is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.

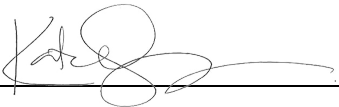
7.6 Any notices required or allowed shall be sent to the person's address above by certified mail, return receipt requested.

7.7 Notwithstanding anything to the contrary in this Agreement, this Agreement is subject to the appropriation and availability of funds.

[Signatures to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONSULTANT: **SCAPE
LANDSCAPE ARCHITECTURE
D.P.C.**



DATE: 06.04.2024

**TOWN OF NANTUCKET,
MASSACHUSETTS:**

C. Elizabeth Gibson
Town Manager

DATE: _____

Approved as to Funds Available:

Brian E. Turbitt
Director of Municipal Finance

DATE: _____

NANTUCKET ISLANDS LAND BANK:

Jesse Bell
Executive Director

DATE: _____

FOR TOWN OF NANTUCKET USE ONLY

Funding ORG/OBJ(s):

Purchase Order #:

CONTRACT EXHIBIT A
CONSULTANT, TERM, COMPLETION

1. **Name of CONSULTANT:** Scape Landscape Architecture D.P.C.
2. **State of Incorporation:** New York
3. **Principal Office Address:** 277 Broadway, 9th Floor, New York, New York 10007
4. **Person, Department, or Committee, if any, to whom CONSULTANT reports (§ 2.2):**
Washington Street Workgroup
5. **Term of Agreement (§3.1):** 3 years
6. **Completion Date (§3.2):** April 30, 2027
7. **Additional Insurance Coverage (§6.2(e)):**

CONTRACT EXHIBIT B
SCOPE OF WORK

[Please See Proposal Below]

SCAPE LANDSCAPE ARCHITECTURE DPC

277 BROADWAY NINTH FLOOR NEW YORK NY 10007

T 212 462 2628 SCAPESTUDIO.COM

PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES

Francis Street Beach Landscape Pre-Design and Schematic Design

May 10, 2024

Jesse Bell, Executive Director, Nantucket Islands Land Bank

Libby Gibson, Town Manager, Town of Nantucket

Dear Jesse and Libby:

We look forward to the opportunity to continue our work together on the Washington Street Corridor through the development of the Francis Street Beach pilot project. As discussed, we have prepared a proposal for landscape architectural services through Schematic Design.

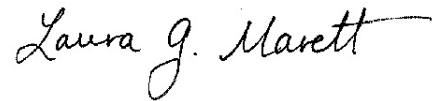
We value our collaboration with the Land Bank and Town immensely and look forward to working in partnership to build public recreation opportunities, universal access, and resilience for downtown Nantucket and beyond. We have prepared a proposal for you based on our current understanding of your scope of work.

Please let us know if you have time to discuss our scope outline herein.

Our best,



Pippa Brashear
Resilience Principal



Laura G. Marett
Director of Landscape Planning

PROJECT UNDERSTANDING

It is our understanding that the Town of Nantucket and the Nantucket Islands Land Bank, jointly referred to as the 'Client', are interested in retaining the SCAPE Team for complete landscape design services for Pre-Design and Schematic Design for the Francis Street Beach Project, which will build upon the Concept Design and Visioning efforts developed previously under the Washington Street Resilience Framework Plan contract with the Land Bank.

The following document outlines our proposed scope, deliverables, and fee, broken out by design phase, for Pre-Design and Schematic Design base services for SCAPE and our proposed sub-consultants.

For the purposes of this proposal, we have identified **the Francis Street Beach Project Area**, which will move into Schematic design and to future phases when appropriate. These areas are identified on *Exhibit A* and listed below:

- Approximately 1.7 acres, inclusive of 4 waterfront parcels, 10 upland parcels, and the connecting portions of Washington Street, Francis Street, and Meader Street. Parcels include:
 - Nantucket Land Bank: 1 Meader Street, 70, 71, 72, 73, 74, and 76 Washington Street. (Inclusive of Francis Street Beach Area and stormwater wetland areas)
 - Town: 81 and 83 Washington Street (stormwater parking lot improvements)

SUMMARY OF PROJECT PHASES AND SCHEDULE

SCAPE assumes a 26-week continuous design schedule for the Pre-Design and Schematic Design base services. The following proposal is established based on this proposed schedule:

Base Services:

- **Task 1** – Pre-Design – 10 weeks
- **Task 2** – Schematic Design – 16 weeks
- **Task 3 - Benefit-Cost Analysis – 5 Weeks**

- **Task 4 - Operation and Maintenance Requirements and Estimates – 3 Weeks**
- **Task 5 – Community Engagement – 26 Weeks**

Additional time outside the phases described above for Client or agency review, **additional** public engagement, or other tasks/factors is not currently included in this scope and may be considered grounds for additional services.

PROJECT TEAM

We understand that the **project team** will consist of the **SCAPE Team** and the **Client Team**.

Project Team:

1. SCAPE Team:
 - a. SCAPE (Prime)
 - b. SCAPE's sub-consultants
2. Client Team
 - a. Nantucket Islands Land Bank and the Town of Nantucket (Client)
 - b. Nantucket Islands Land Bank and the Town of Nantucket's sub-consultants

SERVICES PROVIDED BY SCAPE AND OUR SUB-CONSULTANTS:

SCAPE is the Prime consultant and will be responsible for the overall project design / spatial planning and landscape architectural design including hardscape, planting, and site amenities. We will rely on our sub-consultants, contracted directly to us, for the following services:

- **Hazen and Sawyer (Hazen)**
 - Site civil engineering, including grading and drainage, but excluding geotechnical and foundation design.
 - Cost estimating, inclusive of all site work except structures and foundations. H&S will compile and prepare a combined engineer's opinion of probable cost.
 - Mechanical, Electrical, and Plumbing (MEP), for site lighting.

- Stormwater outfalls
- **Woods Hole Group (WHG)**
 - Resilient design, including setting high tide and coastal storm (surge and waves) targets for design.
 - Review of stormwater and drainage design.
- **Industrial Economics (IEc)**
 - Benefit-Cost Analysis

We have solicited proposals from these sub-consultants and have included the scope and fees for their support in this proposal.

SERVICES PROVIDED BY THE CLIENT OR THEIR SUB-CONSULTANTS:

We understand that the following services will be procured directly through the Client, but that the contracted consultant(s) will work in coordination with the SCAPE Team to deliver support services to the design:

- Site investigations and survey.
- Wetland delineation.
- Any subsurface investigations (e.g. geotechnical borings) or assessment of existing structures required to support structural design.
- Coastal/ Waterfront Engineering.
- Marine structural engineering.
- Structural engineering of all boardwalks and elevated structures.
- Engineering or design of flood protection measures.
- Geotechnical engineering and foundation design for all structures.
- Cost estimating for scopes provided by the Client or their sub-consultants.
- ADA compliance review.
- Environmental scopes (engineering, review, and permitting).
- Permitting/permit review.

INFORMATION REQUIRED

SCAPE understands that the Client will provide the following information prior to the commencement of Phase 2: Schematic Design:

- A comprehensive site survey that contains metes and bounds, contoured topography that includes critical tidal datums, existing easements and setbacks, spot elevations, wetland delineation and any related regulatory setbacks or zones, utilities, roadways, curbs, vegetation (trees), and other existing site features (buildings). This survey will be provided in PDF and CAD format and must be stamped.
- Investigation of existing utilities including stormwater outfalls.
- Geotechnical investigations (borings) to inform the structural design.
- Test Pits/ shallow surface soil grabs to inform stormwater design.

PROJECT DOCUMENTATION

The SCAPE Team will prepare appropriate documents for all phases of work of the project as defined in the detailed scope of work. All submissions will be issued electronically in digital PDF format unless otherwise noted. All project technical drawings will be developed in AutoCAD. During Phase 2: Schematic Design, SCAPE will set the project drawing and specification standards, including drawing formats, title block, and specification format to be used through the completion of later phases of work.

SCOPE OF SERVICES

TASK 1 – PRE-DESIGN (10 WEEKS)

The Pre-Design phase will include site analysis refinement, pre-permitting coordination, and a Basis of Design memo.

Subtask 1.1. Site Analysis Refinement and Basis of Design Memo. The SCAPE Team will conduct a site visit with the Client team to review and discuss the previously developed Concept design alongside existing site features. We will review all findings from site investigations by the Client Team occurring during this phase of work. We will develop a draft Basis of Design memo, summarizing the design goals and key assumptions, site constraints, design criteria, and any codes or standards that the design will adhere to. The memo will include revised site analysis maps and diagrams with any new findings from Phase 1 to inform the team's Schematic Design efforts.

Subtask 1.2. Pre-Permitting Agency Coordination. The SCAPE team will support the Client in up to seven (7) pre-application discussions of the project with regulators, which may include but are not limited to:

- Conservation Commission (ConCom)
- Massachusetts Department of Environmental Protection (MA DEP)
- US Army Corps of Engineers (USACE)
- Massachusetts Environmental Policy Act (MEPA)
- Chapter 91
- Nantucket Historic District Commission (HDC)
- National Marine Fisheries Service (NMFS)

Subtask 1.3. Stormwater and Coastal Erosion Performance Modeling. Woods Hole Group will determine the need for modeling during the Pre-Design phase. Based on the extent, if any, of modeling required, we will prepare an additional service request to develop this scope of work during Schematic Design.

Subtask 1.4. Stormwater Pre-Design. Hazen and Sawyer will conduct up to one (1) day of test pits observation to evaluate subsurface soil and groundwater conditions to be used for the stormwater design (backhoe and operator by others). We will review groundwater and tidal conditions with Woods Hole Group to inform stormwater design.

Subtask 1.5. Updated Order of Magnitude Costing. Hazen and Sawyer will update the Order of Magnitude Cost Opinion for the Francis Street Beach Pilot Project based on the current project understanding. A prior version was prepared by Fuss & O'Neill, dated December 9, 2022. Hazen will include a cost range commensurate with the level of detail in the design. They will also document an assumed annual escalation rate to allow the Town to project future estimated costs (with a shared understanding of the uncertainty associated with such projections).

Subtask 1.6. Monthly Project Meetings. SCAPE will facilitate monthly project meetings with the Client to align project goals and funding strategy.

Throughout this phase, SCAPE will work with the Client to understand preliminary permitting milestones, durations, and fees. During this time, SCAPE will also work with the Client team to develop a preliminary project schedule that is inclusive of permitting needs and the construction observation phase.

Deliverables:

- Draft Basis of Design Memo:
 - Approximately 15 pages (8.5" x 11")
 - Design goals and key assumptions
 - Site constraints and design criteria
 - Codes or standards that the design will adhere to
 - Up to five (5) revised site analysis maps and diagrams
- Preliminary Project Schedule (inclusive of permitting & construction)
- Presentation material, agendas, notes, and action items for meetings.
- One (1) update to the existing Order of Magnitude Cost Opinion

Meetings:

- One (1) Site Visit
- Bi-weekly Client team coordination meetings; alternating between monthly Washington Street working group meetings and project management/coordination meetings with key client team staff.
- Up to seven (7) pre-application meetings with regulators

Travel Summary:

- One (1) 2-night trip including two (2) SCAPE team members; one (1) Hazen team member

TASK 2 - SCHEMATIC DESIGN (SD) / 30% DESIGN – (16 WEEKS)

SCAPE previously worked with the Nantucket Islands Land Bank to develop a Concept Design direction that has been accepted. SCAPE proposes that during the Schematic Design phase, the design be verified and developed alongside findings and recommendations from the Task 1 – Pre-Design phase.

Sub-task 2.1. Sketch Design Alternatives. SCAPE will build upon the previously accepted Concept Design to produce up to two (2) sketch design alternatives for Francis Street Beach that are grounded in the existing conditions and variables of the site. These alternatives may reflect distinct approaches to character, form, and/or program and use. SCAPE will subsequently work iteratively using 3D model tools, hand sketches, and diagrams to convey these two options for the site. The Client, with input from the community process (if desired) outlined in Add Alternate A, will select the preferred option to be developed in Sub-task 2.2.

Sub-task 2.2. Schematic Design Documents. The SCAPE team will further develop the preferred option identified in Sub-task 2.1, advancing the spatial relationships, programming, site systems, resiliency and water strategies, and material studies. This design will incorporate the findings and recommendations resulting from the site investigation and assumptions identified in the draft Basis of Design Memo. The design will be explored through spatial relationships through measured drawings (plans, sections, and elevations), site systems strategies, resiliency strategies, material studies, lighting concepts, sketch perspectives, and potentially model studies (physical and/or digital) as necessary in the Schematic Design phase. We will coordinate with the Client team on the design of all structures and flood protection mechanisms, such as raised berm with structural core, however, the SCAPE team will not be responsible for producing drawings or designs related to the engineering of any structures or flood protection mechanisms. If necessary, we can include drawings that are provided to us by the Client's consultants for the Schematic Design set. At the end of this phase, there will be an SD-level

landscape design and associated documentation that communicates design intent and establishes critical parameters such as site organization.

Sub-task 2.3. Revised Estimate of Probable Cost. Hazen and Sawyer will prepare an estimate of probable cost for the 100% SD package. The costing of structural elements will be provided by others and incorporated into the cost estimate. The updated cost estimate will include a cost range commensurate with the level of detail. Hazen and Sawyer will also estimate the annual rate of cost escalation and document this rate in the cost estimate provided.

Sub-task 2.4. State and Federal Funding Sources Memo. SCAPE, with input from WHG and Hazen, will prepare a memo identifying potential state and federal funding sources and opportunities for the project. This memo will identify the key criteria and requirements for each grant or funding source and will recommend the most promising sources to fund the next phases of the Washington Street / Francis Street Beach project.

Sub-task 2.5. Revised Basis of Design Memo. SCAPE will revise the Basis of Design Memo with any additional findings from the Schematic Design Phase.

Deliverables:

- Revised Basis of Design Memo
- Precedent imagery
- Preliminary landscape materials, planting, and lighting concepts in the form of images.
- One (1) illustrative site plan
- New or revised illustrative sections, diagrams, or elevations to communicate intent
- Up to one (1) new and two (2) revised perspective images, intended to convey design character, potential viewshed impacts, and the contrast between the proposed project and the “do-nothing” scenario.
- Hand, CAD, or PDF sketches to coordinate technical requirements with other consultants as needed
- Presentation material, agendas, notes, and action items for meetings listed below.

Technical Documentation Deliverables:

- One (1) Schematic Design drawing set (inclusive of schematic landscape, materials, grading, and planting plans)
- One (1) set of narrative specifications.
- 100% Schematic Design Opinion of Probable cost
- Issuances: We will issue one (1) drawing and specification set with a corresponding cost estimate at the completion of the phase.

Meetings:

- Schematic Design Kick-Off Meeting
- Bi-weekly Client team coordination meetings
- Up to three (3) design presentations

Travel Summary:

- No travel assumed in this phase of work

At the conclusion of this phase, the Landscape Architect shall be notified in writing by the Client that the design direction is accepted. If there is a Client review period after the Schematic Design Phase, SCAPE assumes we will be pencils-down during that time.

SCAPE recommends that the Client confirms landscape budget targets at the end of the Schematic Design Phase.

It is understood that during Task 2: Schematic Design we will work with the Land Bank and Town to develop the scope and fee for future phases of design and construction administration services.

TASK 3: BENEFIT-COST ANALYSIS

Sub-Task 3.1: BCA – Coastal Engineering Advisory. WHG will conduct an internal review of previous coastal modeling and will provide their best professional judgment to inform the BCA development by IEc in Sub Tasks A3 and A4.

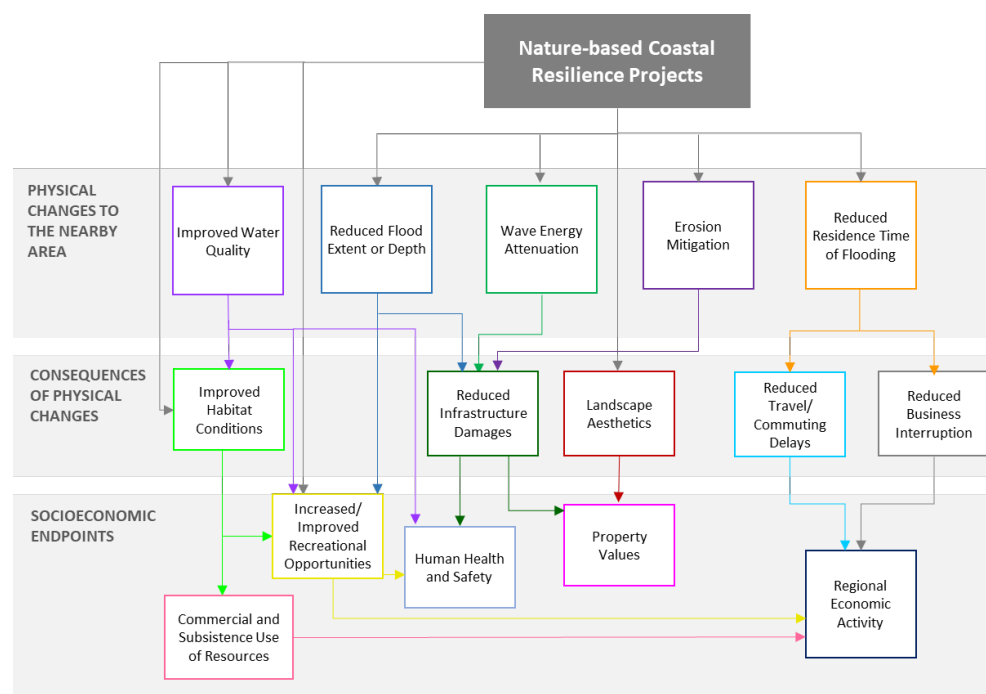
Sub-Task 3.2: BCA - Coastal Modeling. If deemed necessary by the client and project team, WHG will re-run performance modeling for the pilot project alone to inform the BCA development by IEc in Sub Tasks A3 and A4.

Sub-Task 3.3: FEMA BCA Tool and traffic assessment. IEC proposes to complete the task in two components. In Sub-Task A3, IEC will complete and deliver a documented application of the FEMA Benefit-Cost Calculator (Version 6.0.0) for the project. To parameterize the FEMA tool, IEC will work closely with SCAPE, WHG, and the Client to ensure clear understanding of the scope and expected impact of the pilot phase of the Washington Street project, including the full proposed costs (construction and annual operating costs, as well as useful life estimates) for the pilot project. IEC will also access relevant data on assessed structure and land value and other relevant context to support the inputs used in the FEMA tool. The application will make full use of [FEMA's 2022 guidance on ecosystem service values for nature-based solutions](#), as enabled through the standard assumptions and largely acreage-based ecosystem service values embedded in their BCA tool. In addition, IEC will develop a first estimate of the anticipated impacts of the project on reduced traffic disruption, using local road traffic data and hazard mitigation benefits consistent with the WHG flood risk modeling and [IEC's recent paper on sunny-day flooding impacts on traffic](#). The paper includes a method for estimating sunny-day/high tide flooding traffic disruption by road segment, and for monetizing the disruption to passenger and freight/commercial traffic for use in a BCA framework. The main deliverable from Phase 1 will be a completed FEMA Benefit-Cost Calculator application (in Excel format), and a short accompanying memorandum outlining the input assumptions, data sources, and findings.

Sub-Task 3.4: Expanded Qualitative Benefits Assessment. In Sub-Task A4, IEC will see to expand the characterization of the benefits of the pilot project for economic benefit streams not reflected in the FEMA BCA toolkit, including potentially unquantifiable components. For example, IEC's standard due diligence also includes a review of the official MA inventory of cultural resources ([the MACRIS database](#)), and official Commonwealth designations of [EJ populations](#), which is further enriched by IEC's familiarity with these designations and key interested stakeholder groups through the agency and public stakeholder consultations for the 2022 Climate Assessment and the current ResilientCoasts Plan. IEC will also examine recreation benefits, based in part on data and benefit estimation methods established in [Ms. Sheahan's](#)

recent work on climate change and recreation patterns. Finally, IEC will consider available qualitative information on pathways of regional economic impacts of the project (which might include discussion of the possibility of a higher-than-standard traffic disruption valuation consistent with the criticality of Washington Street for commercial and ferry traffic), as well as other possible pathways of benefits consistent with Figure 1 below. This task will not include any new regional economic modeling (that is, it will not be possible to estimate regional economic impacts using tools such as IMPLAN), but more quantitative estimation of broader benefits could be considered in future work if additional resources are available.

Figure 1. Conceptual Diagram of Benefits Flows for Nature-based Coastal Resilience Investments



Deliverables:

- Documented application of the FEMA Benefit-Cost Calculator for the project

- Documentation of the benefits of the pilot project for economic benefit streams not reflected in the FEMA BCA Toolkit

Meetings:

- One (1) Client meeting to present the BCA findings

Travel Summary:

- No travel during this Task

TASK 4: OPERATIONS AND MAINTENANCE REQUIREMENTS AND ESTIMATES

Hazen, SCAPE, and WHG will meet (virtually, assuming a 1-hour workshop) with the Nantucket Islands Land Bank and Town of Nantucket maintenance staff to discuss required maintenance activities and identify staff rates and town equipment or maintenance contractors that would be used. Hazen and Sawyer will then prepare a technical memorandum and estimate documenting the expected frequency and cost of operation and maintenance (O&M) activities associated with the proposed project.

Deliverables:

- One (1) technical memorandum and estimate documenting the frequency and cost of operation and maintenance (O&M) activities associated with the proposed project.

Meetings:

- One (1) virtual meeting with the Nantucket Islands Land Bank and Town of Nantucket maintenance staff

Travel Summary:

- No travel in this Task

TASK 5: COMMUNITY ENGAGEMENT

Sub-Task 5.1. Stakeholder Engagement Planning Session. We will facilitate one meeting with the Client and the consultant team to support the development of a stakeholder engagement strategy. This session will outline the intention of outreach and the key questions/ prompts for community input into the process. At this time, we will confirm the schedule and key touchpoints for the engagement process.

Sub-Task C2. Two Stakeholder Focus Groups. SCAPE will facilitate two (2) stakeholder group discussions, with groups to be determined by the client. We assume these meetings will be virtual or will occur at the same time as project travel for another task.

Sub-Task C3. Community Workshops. SCAPE will facilitate two community workshops to solicit feedback on community priorities and preferences for incorporation into Schematic Design. SCAPE will develop materials so that the information is accessible and engaging to a diverse public. We will work with the Client team to ensure that these workshops are publicized to local environmental justice constituencies. Spoken or written translations will be by others.

Sub-Task C4. Meeting in a Box. At the conclusion of the project, SCAPE will provide a presentation and digital files for materials to be used by the client in subsequent engagement sessions, led by others.

Deliverables:

- Presentation materials for stakeholder meetings
- Presentation materials and/or up to 10 printed presentation boards for use at the community workshops.
- Packaged presentation and digital files at the project conclusion

Meetings:

- One stakeholder engagement planning session with the client group

- Two stakeholder focus group meetings (virtual or concurrent with other project travel)
- Two community meetings (one in-person, one virtual)

Travel Summary:

- One (1) 2-night trip including two (2) SCAPE team members and one (1) Hazen team member.

FEES FOR PROFESSIONAL SERVICES
BASE SERVICES

TASK	Duration	SCAPE	Hazen	WHG	leC	Subtotals
Task 1 Pre-Design	10 wks	\$14,980	\$71,033	\$20,189	\$0	\$106,202 T/M + NTE
Task 2 Schematic Design	16 wks	\$124,972	\$104,375	\$13,435	\$0	\$242,782 Fixed Fee
Task 3 Benefit-Cost Analysis	5 wks	\$991	\$0	\$11,907	\$13,325	\$26,223 Fixed Fee
Task 4 O&M Req's and Estimates	3 wks	\$1,148	\$10,300	\$2,016	\$0	\$13,464 Fixed Fee
Task 5 Community Engagement	26 wks	\$33,310	\$3,210	\$4,809	\$0	\$41,329 Fixed Fee
TOTALS		\$175,401	\$188,918	\$52,356	\$13,325	\$430,000

	SCAPE	Hazen	WHG	leC
Reimbursable Expenses	\$12,000	\$2,363	\$0	\$0

Subconsultant fees are inclusive of **SCAPE's 5% markup** for management and coordination of their services.

This Proposal is Valid for 30 days from the date of issue by SCAPE / Landscape Architecture DPC. The proposal terms and fees are for a continuous project schedule. Should the project go on hold or stop for a period of time other than mentioned above, a mobilization fee will be requested from the Client team.

PAYMENT TERMS:

Fixed Fee: Fixed fee phases shall be invoiced monthly based on the percentage of work completed within the billing period.

Time and Materials (T/M) with Not to Exceed (NTE): Time and Materials (T/M) phases shall be invoiced monthly according to current SCAPE scheduled rates effective on the date of this proposal. Please see the hourly rates table below. Not to Exceed (NTE) amounts will not be increased without the Client's written approval.

Reimbursable Expenses (estimate): Project expenses may include in-house printing costs for presentation materials and model supplies and travel costs for site and potential nursery visits. SCAPE shall not be responsible for multiple printing & distribution of multiple sets of presentation materials and reports. All large-scale printing such as drawing sets shall be done by others. Additional renderings and physical models shall incur additional fees. SCAPE will add a 10% mark-up on all reimbursable project expenses.

Remobilization Fee: If the project goes on hold for an extended period (greater than 2-months), SCAPE reserves the right to submit a revised fee to reflect costs associated with the remobilization of the project team.

HOURLY BILLING RATES

Services outlined under the Scope of Services are calculated using our hourly billing rates. Current rates are as follows:

Principal	\$314/Hour
Team Leader	\$182/Hour
Senior Project Manager	\$157/Hour
Senior Designer	\$115/Hour

Rates are valid for the current calendar year and may be increased subsequently without written notice. Additional Services shall be computed with the hourly billing rate at the time of the additional service.

SCOPE ASSUMPTIONS:

1. We expect that SCAPE will be given full and proper credit for landscape architecture and site design.
2. We assume our services will extend through the construction observation & installation phase should the project advance into the next phases of documentation.
3. SCAPE assumes our work will be developed in parallel with all other consultants' design efforts and we will be working under a coordinated design effort to ensure a smooth design process. To this end, we assume that scopes and schedules will be coordinated and aligned with consultants contracted directly to the client prior to the commencement of schematic design.
4. SCAPE's services under this agreement will be within the landscape limit of work boundaries identified on the drawings.
5. SCAPE will contract for services with the Client. We will rely on the Client for management and administration of our services; coordination of design review and approvals; definition of the project schedule; administration of the planning entitlement, plan check, permitting, bid, and construction processes; and establishment of procedures for the general coordination of various disciplines within the team. SCAPE will be responsible for coordinating its own work within the consultant team. We will electronically transmit all submittals to the Client who will be responsible for printing and distribution of all submittals.
6. SCAPE will provide the Client with the Schematic Design drawing set for submittals related to permitting/entitlement. Should the permitting requirements exceed our expectations of the Schematic Design deliverables, additional services may be required.
7. SCAPE will only be responsible for compiling and coordinating drawings submission for consultants contracted directly to us.
8. SCAPE assumes that there will be one (1) package for all landscape work for each submittal.

9. All files will be developed in AutoDesk AutoCAD, Microsoft Suite, and Adobe Suite, as appropriate. Deliverables will be submitted to the client in PDF format.
10. SCAPE assumes advancement to the next phase of work means the design submitted at the conclusion of the previous phase has been accepted by the Client.
11. The above tasks, phases, and schedule are assumed to be continuous. Breaks or work pauses longer than 2 months between phases may require a remobilization fee. Work, including project management and coordination, between phases, if required will be billed on a time and materials basis.
12. Extension of the project schedule—overall or within each phase-- beyond the durations described above due to factors beyond the design team's control will be considered for additional services.
13. Budget targets are a critical consideration when programming, designing, and detailing a site. SCAPE can work toward budget targets if they are provided to us, however SCAPE has no control over (a) the cost of labor, material, or equipment; (b) the means, methods, and procedures of the contractor's work; or (c) competitive bidding.
14. Hazen and Sawyer has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, its means, methods and sequencing, or over competitive bidding or market conditions, Consultant's opinions of probable total project costs and construction cost, if any, are made based solely upon the Consultant's experience and qualifications, and represent Consultant's best judgment as an experienced and qualified professional familiar with the construction industry. Consultant cannot, and does not, guarantee or warrant that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Hazen and Sawyer. If prior to the bidding or negotiating phase the Client wishes greater assurance as to total project or construction costs, Client shall employ an independent cost estimator.

15. Significant design changes as referenced in the scope above would include any changes that require additional time or person-power to accommodate. This may include, but is not limited to: changes to buildings, curbs, roadways, or driveways; addition, removal, or rebalancing of landscape programs; changes to design geometries, materials, or general design aesthetic; late-phase or delayed input from stakeholders, agencies, community processes, or design assist partners; or absence/delay in budget expectations or any change the landscape budget of more than 10%.
16. We reserve the right to re-evaluate our base CO monthly rate based on added scope areas, increased design complexity, and/or schedule realities that were unknown at the time of this proposal.
17. SCAPE assumes the Client's contracted engineer(s) will have scope to support the landscape work as needed including, but not limited to:
Structural Engineering:
 - a. Review and redline all site elements (including bollards or vehicular barriers) detailed by SCAPE for structural aspects (footings, foundations, reinforcement) for incorporation by SCAPE into such detail drawings.
 - b. Review all structures and walls over three (3) feet such as pergolas or trellises, docks, boardwalks, viewing platforms, and retaining walls, etc. Final structural drawings to be stamped by a licensed Professional Engineer.
 - c. Verify the live load and provide design criteria for loading on structure, if applicable.
 - d. Design and coordinate any connections to the structural slab for landscapes on structure, if applicable.
 - e. Analysis and engineering of on-structure fill systems above the structural slab to the underside of paving and planting sections developed by SCAPE and subsurface planter walls to separate on-structure planter soils from hardscape or paving systems, if applicable.

Marine/Coastal/Waterfront Engineering:

- a. Coordinate, design, and document bulkheads and other waterfront infrastructure.
- 18. SCAPE assumes the following services will be provided by others:
 - a. Temporary conditions
 - b. Architectural Foundation drainage.
 - c. Waterproofing.
 - d. Graphic design, wayfinding signage, and regulatory signage.
 - e. Mechanized gate operating systems, site security and vehicle control systems.
 - f. Discovery, work, precautions, and remediation related to hazardous environmental conditions or poor soils.
 - g. Artwork and related installation and support design services.
 - h. Accessibility consultation and review.
 - i. Code compliance and review.
 - j. All engineering services to support SCAPE's work, including geotechnical, coastal, marine, structural, etc.
 - k. Any environmental review and permitting related to engineering and environmental scopes outside of what is explicitly included in this scope.
- 19. SCAPE assumes we will have all the necessary information required to complete our documentation in a timely manner. Delays or schedule extensions due to delays in submissions from consultants not contracted directly to SCAPE, client review, agency review, or other factors outside of SCAPE's control will be grounds for additional services.
- 20. SCAPE assumes all feedback will be consolidated and communicated by the Client in a timely and efficient manner.
- 21. SCAPE excludes the following public engagement services and expenses from our scope of work:
 - a. Public engagement expenses, including costs for venue rental, printing/ mounting of materials, food or beverage, and other costs associated with hosting public events
 - b. Translation of written materials or live translation at events

- c. Stipends or compensation for community members participating in the engagement process

EXCLUSIONS:

1. SCAPE does not offer the following services:
 - a. LEED (or other sustainability program) administration. We will provide landscape exhibits or area take-offs to others for computation relative to sustainability metrics.
 - b. Land Use or Zoning attorney services.
 - c. Labor and materials for design mock-ups.
 - d. BIM Models work in Revit
2. The following items are not included in this scope of services and may be presented to the client for consideration as an additional service if required by the project:
 - a. Extension of the project schedule beyond the parameters mentioned above.
 - b. Additional meetings, site visits, or travel beyond the parameters listed above.
 - c. Renderings by an outside or professional rendering company.
 - d. Additional in-house renderings will be charged as \$5,000 per presentation rendering. Rates are valid for the current calendar year and may be increased subsequently without written notice.
 - e. Technical mock-up drawings beyond those included in the base drawing set.
 - f. Re-formatting, re-scaling, or tailoring drawings for any submission, including permitting or agency sets.
 - g. Phasing
 - h. Separating the landscape package into more than one (1) drawing or specification package
 - i. Efforts relating to or resulting from value engineering (VE) after the 100% CD submission.
 - j. Review processes by Agencies or other entities not identified in the scope above.

~~k. Public Engagement~~

- l. Maintenance Manuals and Maintenance Plans.
- m. Presentation models.
- n. Off-site improvements or remediation.
- o. Review of requests for substitutions after execution of the contract for construction.
- p. Record drawings or as-builts.
- q. Large tree relocation and/or advance plant procurement procedures.
- r. Preparation of change orders during construction reflecting changes to design or budget not attributable to SCAPE's errors or omissions.

CONTRACT EXHIBIT C
PAYMENTS

1. Lump Sum Method
 - a. **Maximum Project Amount: \$430,000**
 - b. **Payment Increments:** CONSULTANT shall submit monthly invoices based on a percentage of work complete work as delineated in a progress report accompanying each invoice for approval and processing by the TOWN.
 - c. **Reimbursable Expenses** (if any): None.

CONTRACT EXHIBIT D
TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that I am authorized to represent and sign agreements for **Scape Landscape Architecture D.P.C.**, which is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

81-4252394

Federal Employer Identification Number




Signature of person signing agreement

06.04.2024

Date

CONTRACT EXHIBIT E
CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



Signature of person signing contract

Scape Landscape Architects D.P.C.

Name of Business

CONTRACT EXHIBIT F
MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF NANTUCKET
AND THE NANTUCKET LAND BANK

WASHINGTON STREET WORKING GROUP
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is effective this 24th day of January, 2024, between the Town of Nantucket, a Massachusetts municipal corporation (“Town”) acting by and through its Select Board, having an address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 and the Nantucket Islands Land Bank, a Massachusetts governmental body acting by and through its Commission (“Land Bank”), having an address of 22 Broad Street, Nantucket, Massachusetts 02554.

RECITALS

WHEREAS, the Town and the Land Bank (together, the “Parties”) have agreed that the municipal purposes and coastal resiliency interests of the Inhabitants of the Town of Nantucket will be benefitted and the conservation and recreational interests of the Land Bank will be served by the development of a coastal resiliency project (the “Project”) which will reduce the risks from flooding in an area along Washington Street between Commercial Street and Francis Street (the “Project Area”), which is generally shown on the sketch plan attached hereto as Exhibit A. The Project shall include stormwater management strategies and a coastal berm with an elevated multi-use path and recreation area that will function to reduce risks to the Project Area. The structure to be constructed is intended to offset or defer the imminent need to raise Washington Street caused by projected sea level rise, as originally contemplated in the Town of Nantucket Coastal Resilience Plan endorsed by the Select Board in January 2022, and to provide resilience for this flood-prone main thoroughfare.

WHEREAS, in order to facilitate the development of the Project, the Parties have agreed to equally share design costs and administrative duties while undertaking it.

NOW THEREFORE, in consideration of the foregoing and in consideration of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Sharing of Design Costs: Phase 1 implementation of the Project represents a segment of the overall Project Area and is located on the corner of Francis and Washington Streets. The schematic design costs for Phase 1 are estimated at this time to be \$500,000.00. The Town and the Land Bank have agreed to split the design costs evenly. To that end, the Parties agree that all contracts for schematic design services shall be executed by both the Town and the Land Bank, with the Parties being severally, but not jointly, liable under the contracts. Any contract shall provide for the vendor to render invoices showing all services rendered and charging fifty percent (50%) to each Party. The Parties shall jointly own all plans and designs produced pursuant to such contracts.

2. Administrative Duties: The Town and the Land Bank agree to share the administrative duties necessary to undertake the Project. The Land Bank staff is responsible for coordinating the meetings for the Project. The Town staff will create agendas and comply with Open Meeting Law requirements, including postings for meetings, preparing minutes of the meetings and undertaking general administration and organization of the Project. The Town and the Land Bank agree to divide any additional administrative duties for overseeing the Project as needed, with a goal of each Party bearing an approximately equal share of the work.
3. Grants: The Parties agree to jointly seek grant funding and collaborate on applications for grants with the understanding that work seeking the grants and all funds awarded would be shared equally and applied to the Project.

IN WITNESS WHEREOF the parties have hereto set their hands and seals as of the day referenced above.

TOWN OF NANTUCKET
acting by and through its
Select Board

NANTUCKET ISLANDS LAND BANK
acting by and through its
Commission

Dawn E. Hill Holdgate

Neil Paterson

Brooke Mohr

Kristina Jelleme

Matthew G. Fee

Allen B. Reinhard

Thomas M. Dixon

John J. Stackpole

Malcolm W. MacNab

Mark Donato