AGENDA Nantucket Land Bank Commission Regular Meeting of August 13, 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

3. PROPERTY MANAGEMENT

- a. New Tractor Update on Model/Cost
- b. Equipment Purchase Requests New F650 Dump Truck & Mid-Size Brush Chipper
- c. 7 Nobadeer Farm Road/Nantucket Racquet Sports Association Court Covering Design
- d. 19 Wauwinet Road Hydrology Improvements
- e. Cisco Beach Parking Lot Execution of Mitigation Agreement with Natural Heritage and Authorization to Fund New Mitigation Bank Account

4. REGULAR BUSINESS

- a. Confirmation of Authorization to Hire Valerio, Dominello & Hillman, LLC
- b. Town IT Update
- 5. PERSONNEL BUSINESS
 - a. Executive Director Letter of Resignation Acceptance
 - b. Agricultural Specialist Draft Job Advertisement
 - c. Planning for Outreach Coordinator Position
- 6. TRANSFER BUSINESS
- 7. APPROVAL OF MINUTES
 - a. Regular Meeting of July 23, 2024, and Special Meeting of July 30, 2024
- 8. CONSENT ITEMS
 - a. Monthly Transfer Statistics Review and Acceptance
 - b. Warrant Authorization Approval of Cash Disbursements
 - c. 2 Milestone Road/Creeks Preserve Property Use Request for Children's Birthday Party (August 25th)
- 9. COMMISSIONERS ADDITIONAL QUESTIONS AND CONCERNS
- B. EXECUTIVE SESSION: *The Commission will reconvene in open session at the conclusion of executive session.*

- 1. Purpose 7 [G.L. c. 30A, § 21(a)(7)], to comply with, or act under the authority of, any general or special law, i.e., G.L. c. 30A, § 22, approval of Executive Session Minutes of 07/23/24.
- Purpose 2 [G.L. c. 30A, 21(a)(2)] to conduct strategy sessions regarding nonunion personnel/contract negotiations with nonunion personnel, i.e., Interim/Acting Executive Director;
- 3. Purpose 3 [G.L. c. 30A, § 21(a)(3)], to discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares, i.e.:
 - 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.
- 4. Purpose 6 [G.L. c. 30A, § 21(a)(6)], to consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body

C. RECONVENE IN OPEN SESSION

- 1. Vote to Appoint Acting/Interim Executive Director
- D. ADJOURNMENT



Nantucket Land Bank Commission Regular Meeting of August 13, 2024 (4pm) Land Bank Conference Room, 22 Broad Street, Nantucket, MA

STAFF REPORT

1. PUBLIC COMMENT / STAFF ANNOUNCEMENTS

- a. Donations Received
- b. Grant Funds Received

2. PROPERTY MANAGEMENT

a. New Tractor – Updated on Model/Cost

Purchasing a new tractor was previously approved by the Land Bank Commission but staff is requesting to switch to a different model that has a frame that is able to accept factory (John Deere) skid plates, which will be installed prior to delivery.

b. Equipment Purchase Requests - New F650 Dump Truck & Mid-Size Brush Chipper

New 2025 Ford F650

This is for a truck with a hook and go system. It would enable field crew to be able to have their own dumpsters to hook up and empty themselves. It has a flatbed that would allow them to not only carry dumpsters but also cars, boats, large trash, and other equipment (such as the chipper). The dumpsters and flatbed would live outside but the truck would be stored inside. Right now, we are renting two dumpsters from Miles Reis for \$600 each. This will help them be more self-sufficient and efficient with forest management projects this year as they will be eliminating a middleman for dumping forest debris. The advantage with using Ford is that there is an on-island dealership for maintenance and parts. This would be contracted through MHQ which gives the Land Bank the benefit of government pricing. If we ordered now, we would likely get it by the end of the year. The total of the vehicle plus the two dumpsters is **\$158,814.90** and the spec sheet is included in the meeting packet.

Brush Chipper

This is a larger chipper than the one we have now, but not the biggest one available. The chipper we have now can chip 12" logs (14" opening) and the new one will be able to chip 18" logs (20" opening). The smaller chipper will still be used for smaller jobs but the midsize one will be very useful for the forestry program. The smaller chipper was getting strained from consistently chipping 12-13" logs during the forestry projects last year. The company is "More Bark" and is through United Ag and Turf which is our supplier for our John Deere parts and also offers government contract pricing. Rob has done business with them for the past few years, and they've been responsive and helpful. The total price for the equipment is **\$159,650** and will be delivered to the boat in Hyannis.

c. NRSA Court Covering Design

At the most recent NRSA expansion design meeting, CHA, the selected design firm, described concepts for court coverings that are year-round structures.

Staff have included meeting minutes where court coverings and indoor recreation were discussed, the Policy for Indoor Recreation Use Requests, preliminary design plans and example court covers for background on this issue. The design plans included are <u>NOT</u> finalized and changes should be expected.

Staff are concerned about setting a precedent of including a permanent structure in the design that is very close in purpose and layout to an indoor recreation enclosure.

d. 19 Wauwinet Road – Hydrology Improvements

There have been ongoing flooding issues with Eat Fire Spring on the Land Bank property at 19 Wauwinet Road. The network of ditches, headwalls, pipes and culverts that run west from the eastern edge of the property and cross under the driveway to NISDA, has failed in a few places for various reasons. Episodes of flooding are due to pipes being infiltrated by willow roots, pipes being undersized, sediment build-up and sections of broken or crushed clay pipe. Staff are recommending rerouting and replacing most of the pipes with a single new PVC pipe that is sized to accommodate the current waterflow. During this process, we would also add an overflow that would direct water to a swale in large storm events.

e. Cisco Beach Parking Lot – Execution of Mitigation Agreement with Natural Heritage and Authorization to Fund New Mitigation Bank Account

The mitigation funding agreement in the meeting packet is a component of the Conservation and Management Plan that was negotiated with Natural Heritage as part of the Cisco parking area move. It has been thoroughly reviewed by staff and is linked to the larger Smooth Hummocks Coastal Preserve Conservation and Management Plan and Conservation Restriction. The funding required for the first year is \$20,000.

3. REGULAR BUSINESS

a. Authorization to Hire Valerio, Dominello & Hillman, LLC

This is a vote to authorize the hire of a labor attorney to represent the Land Bank

b. Town IT – Update

Rachael and Susan met with Mike Alverez and Yordan Petkov of the Town IT department who provide many of the IT services for the Land Bank. Due to additional workload at IT and concerns regarding cybersecurity, they will no longer be able to provide IT services to NLB as of the end of FY25. While there will be effort and cost associated with the Land Bank finding and hiring a new IT company and transitioning to cloud-based systems, in the long run, this will give the Land Bank more flexibility and autonomy. Rachael and Susan will provide additional information on next steps at the meeting.

4. PERSONNEL BUSINESS

a. Executive Director – Letter of Resignation Acceptance

The letter is in the meeting packet.

b. Agricultural Specialist – Draft Job Advertisement

The draft is in the meeting packet. The staff is requesting approval to advertise the position through the end of the month.

c. Planning for Outreach Coordinator Position

Staff interviewed two potential candidates for the Outreach Coordinator position, neither of whom were deemed a good fit. As Ms. Kantola, the current Outreach Coordinator, will be moving on from the Land Bank on August 23rd, staff is considering whether current employees could maintain the social media feeds, or an outside company should be hired to provide more comprehensive outreach services for the next three months while the position is re-advertised. Ms. Kantola is advocating for the Land Bank to have current employees maintain the social media accounts in the short-term.

5. TRANSFER BUSINESS

There is one new "M" exemption (first time homeowner) and four new "O" Exemptions (deed restricted affordable housing)

6. APPROVAL OF MINUTES

a. Regular Meeting of July 23, 2024, and Special Meeting of July 30, 2024 and August 1, 2024

6. CONSENT ITEMS

a. Monthly Transfer Statistics – June

See statistics and graph in the packet

b. Warrant Authorization - Cash Disbursements

Check Warrant Summary will be sent by email on Monday

c. 2 Milestone Road/Creeks Preserve – Property Use Request for Children's Birthday Party (August 25th)

This was approved by staff per the property use policy.

7. COMMISSIONERS ADDITIONAL QUESTIONS AND CONCERNS



Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company	For any questions, please contact:
2000 John Deere Run Cary, NC 27513	Kevin Mccarthy
Signature on all LOIs and POs with a signature line	United Ag & Turf 184 Broadway - Route 138 Raynham, MA 02767
Contract name or number; or JD Quote ID	Tel: 508-824-4494 Fax: 508-824-4498
 Sold to street address Ship to street address (no PO box) 	Email: kevin.mccarthy@uatne.com
 Bill to contact name and phone number Bill to address 	
Bill to email address (required to send the investment of the inve	voice and/or to obtain the tax
Membership number if required by the contract	ct

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER: United Ag & Turf 184 Broadway - Route 138 Raynham, MA 02767 508-824-4494 raynham@uatne.com

Quote Summary

Prepared For: NANTUCKET LAND BANK 22 BROAD ST NANTUCKET, MA 02554 Business: 508-228-7240 REARLEY@NANTUCKETLANDBANK.O	RG				Broa Ra Phoi	Delivering Dealer: United Ag & Turf Kevin Mccarthy adway - Route 138 ynham, MA 02767 ne: 508-824-4494 carthy@uatne.com
			Cr Mo	Quote I eated O dified O tion Dat	n: n:	31404426 29 July 2024 06 August 2024 28 August 2024
Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 6110M Cab Tractor	\$ 180,558.10	\$ 180,558.10	Х	1	=	\$ 180,558.10
Contract: Sourcewell Grounds Mainter Price Effective Date: July 28, 2024	nance 031121-DAC (PG NB CG 70)				

Equipment Total

\$ 180,558.10

Trade In Summary	Qty Each	Extended
2019 JOHN DEERE 5100E TRACTOR - 1LV5100EPKK406941	1 \$ 70,787.00	\$ 70,787.00
PayOff		\$ 0.00
Total Trade Allowance		\$ 70,787.00
Trade In Total		\$ 70,787.00
* Includes Fees and Non-contract items	Quote Summary	
	Equipment Total	\$ 180,558.10
	Trade In	\$ (70,787.00)
	SubTotal	\$ 109,771.10
	Est. Service Agreement Tax	\$ 0.00
	Total	\$ 109,771.10
	Down Payment	(0.00)
Salesperson : X	Accepted B	y : X



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR): Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER: United Ag & Turf 184 Broadway - Route 138 Raynham, MA 02767 508-824-4494 raynham@uatne.com

 Rental Applied
 (0.00)

 Balance Due
 \$ 109,771.10

Accepted By : X _____



Selling Equipment

Quote Id: 31404426 Customer Name: NANTUCKET LAND BANK

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR): Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER: United Ag & Turf

184 Broadway - Route 138 Raynham, MA 02767 508-824-4494 raynham@uatne.com

	JOHN	DE	ERE 6110	M Cab Tra	actor		
Hours:						Sug	gested List *
Stock N	umber:					\$ 1	80,558.10
Contract	: Sourcewell Grounds Mai	nter	nance 03112	21-DAC		S	elling Price *
	(PG NB CG 70)					\$ 1	80,558.10
Price Ef	fective Date: July 28, 202	24					
	•		ce per item	- includes Fe	es and No	n-contract i	tems
Code		Qty	•	Discount%	Discount	Contract	Extended
					Amount	Price	Contract Price
4227L	6110M Cab Tractor	1	\$ 143,763.00	0.00	\$ 0.00	\$ 143,763.00	\$ 143,763.00
		Stan	dard Option	s - Per Unit			
183E	JDLink™ Modem	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
185A	Less Subscription	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
0501	No package	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
873F	Light Package - Economy	1	\$ 710.00	0.00	\$ 0.00	\$ 710.00	\$ 710.00
874A	Alternator 14 V/170 A	1	\$ 334.00	0.00	\$ 0.00	\$ 334.00	\$ 334.00
878B	Battery Circuit Breaker	1	\$ 220.00	0.00	\$ 0.00	\$ 220.00	\$ 220.00
1436	PowrQuad™ PLUS 24F/24R - 40 km/h	21	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
1755	Less ISOBUS/Display Preparation	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
2084	6M Cab - Economy Cab with RH Console	า 1	\$ 2,915.00	0.00	\$ 0.00	\$ 2,915.00	\$ 2,915.00
2142	Standard Seat	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
2511	Mirrors - Manual Telescopic	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
2664	Premium Radio	1	\$ 828.00	0.00	\$ 0.00	\$ 828.00	\$ 828.00
3223	Hydraulic Pump - 114 l/min	1	\$ 2,534.00	0.00	\$ 0.00	\$ 2,534.00	\$ 2,534.00
3320	2 Mechanical SCVs (2 SCVs 450 Series)	51	\$ 170.00	0.00	\$ 0.00	\$ 170.00	\$ 170.00
3820	Rear PTO - 540/1000 rpm	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
4120	Draft Links with Telescopic Ball End - Category 2	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00



Selling Equipment

Quote Id: 31404426 Customer Name: NANTUCKET LAND BANK

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):		JRCHASE OR LIVERING DE	DERS MUST E	BE SENT					
Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53	United Ag & Turf 184 Broadway - Route 138 Raynham, MA 02767 508-824-4494 raynham@uatne.com				United Ag & Turf 184 Broadway - Route 138 Raynham, MA 02767 508-824-4494				
4210 Center Link with Ball End - 1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00				

5010 Flange-Type Rear Axle 1 \$ 0.00 \$ 0.0	 0.00 							
5090 Adjustable Steel Wheels 1 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 2,706.00 \$ 2,7 5999 Rear and Front Tire Brand - 1 \$ 0.00 0.00 \$ 0.00	\$ 0.00 06.00 \$ 0.00 \$ 0.00 \$ 0.00 66.00							
(Steel Disk) 5234 Rear Wheels 460/85R38 1 \$ 2,706.00 0.00 \$ 0.00 \$ 2,706.00 \$ 2,7 5999 Rear and Front Tire Brand - 1 \$ 0.00 0.00 \$ 0.00<	06.00 5 0.00 5 0.00 5 0.00 6 0.00							
5999 Rear and Front Tire Brand - 1 \$ 0.00 <td< td=""><td>\$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 66.00</td></td<>	\$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 66.00							
No preference 1 \$ 0.00 \$ 0.0	\$ 0.00 \$ 0.00 66.00							
Unsuspended 6092 Adjustable Steel Wheels 1 \$ 0.00 <	\$ 0.00 66.00							
6232 Front Wheels 420/85R24 1 \$ 466.00 0.00 \$ 0.00 \$ 466.00 \$ 4 7702 Shipment Preparation - by 1 \$ 0.00 0.00 \$ 0.00 <t< td=""><td>66.00</td></t<>	66.00							
7702 Shipment Preparation - by 1 \$ 0.00 0.00 \$ 119.00 \$ 1 8011 Front Fenders 4WD - Rigid 1 \$ 845.00 0.00 \$ 0.00 \$ 845.00 \$ 8								
Ship Overseas 8002 Toolbox 1 \$ 119.00 0.00 \$ 0.00 \$ 119.00 \$ 1 8011 Front Fenders 4WD - Rigid 1 \$ 845.00 0.00 \$ 0.00 \$ 845.00 \$ 8	6 0.00							
8011 Front Fenders 4WD - Rigid 1 \$845.00 0.00 \$0.00 \$845.00 \$8								
	19.00							
	45.00							
5	81.00							
8385 Heavy-Duty Rear PTO 1 \$449.00 0.00 \$0.00 \$449.00 \$4	49.00							
	92.00							
	13.00							
8747 Battery 12 V/174 AH 1 \$ 176.00 0.00 \$ 0.00 \$ 176.00 \$ 1	76.00							
8763 Heavy Duty Rear Wheel 1 \$ 190.00 0.00 \$ 0.00 \$ 190.00 \$ 1 Brakes	90.00							
8925 M-SCV 2F (Mechanical 1 \$ 3,673.00 0.00 \$ 0.00 \$ 3,673.00 \$ 3,6 Valve, 2 Functions)	73.00							
Standard Options Total \$ 17,221.00 \$ 0.00 \$ 17,221.00 \$ 17,2	21.00							
Technology Options/Non-Contract/Open Market								
	\$ 0.00							
1880 Less Receiver 1 \$ 0.00 0.00 \$ 0.00 <td>\$ 0.00</td>	\$ 0.00							
1900 Less Display 1 \$ 0.00 0.00 \$ 0.00 <td>\$ 0.00</td>	\$ 0.00							
Technology Options Total\$ 0.00\$ 0.00\$ 0.00	6 0.00							
Dealer Attachments/Non-Contract/Open Market								
Autoquad+	44.70							
	50.60							
BL16124 Cooling Compartment 1 \$ 754.33 0.00 \$ 0.00 \$ 754.33 \$ 7	54.33							
AL151224 Hitch View Mirror 1 \$ 216.70 0.00 \$ 0.00 \$ 216.70 \$ 2	JT.JJ							



Selling Equipment

Quote Id: 31404426 Customer Name: NANTUCKET LAND BANK

TO (VENDO Deere & Co 2000 John I Cary, NC 27 FED ID: 36-	mpany Deere Run 7513	DUT	TO DE United 184 Br Raynh 508-8	JRCHASE ORDE LIVERING DEAL Ag & Turf roadway - Route am, MA 02767 24-4494 am@uatne.com	ER: e 138	T BE SENT	
BL15085	Center Link Bracket for Monoblock	1	\$ 213.40	0.00	\$ 0.00	\$ 213.40	\$ 213.40
BL15083	Pick Up Weight 900 kg (1984 lb) Monoblock	1	\$ 3,115.20	0.00	\$ 0.00	\$ 3,115.20	\$ 3,115.20
BL16360	Pressure free return, Front Hitch	1	\$ 235.80	0.00	\$ 0.00	\$ 235.80	\$ 235.80
BL16750	Select Front Hitch, Category 3N, 4 tons lift capacity	1	\$ 4,944.70	0.00	\$ 0.00	\$ 4,944.70	\$ 4,944.70
BL16282	2 additional SCV Coupler and Oil Lines for Front Hitch	1	\$ 376.31	0.00	\$ 0.00	\$ 376.31	\$ 376.31
BL16281	Oil Lines, FH	1	\$ 696.87	0.00	\$ 0.00	\$ 696.87	\$ 696.87
BL16257	Center Link For Front Hitch, Cat. 3, Hook	1	\$ 435.49	0.00	\$ 0.00	\$ 435.49	\$ 435.49
Open Market	Purchase and install bottom protection plates and front 3 pt hitch.	1	\$ 6,900.00	0.00	\$ 0.00	\$ 6,900.00	\$ 6,900.00
Open Market	Freight on plate	1	\$ 890.00	0.00	\$ 0.00	\$ 890.00	\$ 890.00
	Dealer Attachments Total		\$ 19,574.10		\$ 0.00	\$ 19,574.10	\$ 19,574.10
	Value Added Services Total		\$ 0.00			\$ 0.00	\$ 0.00
Total Selli	ng Price		\$ 180,558.10		\$ 0.00	\$ 180,558.10	\$ 180,558.10



Trade-in

Quote Id: 31404426 Customer Name: NANTUCKET LAND BANK

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53

2019 JOHN DEERE 5100E TRACTOR

SN# 1LV5100EPKK406941

Machine Details

Description

2019 JOHN DEERE 5100E TRACTOR

SN# 1LV5100EPKK406941

Your Trade In Description

5100E TR MFWD CAB 24/12 TRANS

Total

Net Trade Value \$ 70,787.00

\$ 70,787.00

From:	Robert Earley
То:	Susan Campese
Subject:	New tractor price
Date:	Tuesday, August 6, 2024 2:49:34 PM
Attachments:	Nantucket Land Bank 6110M with front hitch and plates underneath Aug 2024.pdf

I changed model number

This tractor has a frame that is able to accept factory (John Deere) skid plates. and will be delivered with the skid plates installed. I'm also trading in a mower They will give us \$9800. So the new tractor price is a little under 100k. Thanks Rob

Sent from my iPhone

Quote



Company/Dept:	Nantucket Land Bank	Date:	July 22, 2024
Contact:	Rob Earley	Quote #:	
Street Address:	22 Broad ST	Revision #:	
City, State, Zip:	Nantucket, MA 02554	Customer ID:	
Phone:	508-332-9717	Sales Rep:	Greg Keith
E-Mail:	rearley@nantucketlandbank.org		508-954-2225
Job Description:	2025 Ford F650 with Stellar Hook Loader	Contract:	PCC

QTY	Item #	VEHICLE LINE DESCRIPTION	UNIT PRICE	Ext Line Total
1	F6A	2025 Ford F650 RWD Regular Cab Chassis	\$63,405.00	\$63,405.00
1	600A	Prefered Equipment Package		
1		29,000# GVWR		
1	YZ	Oxford White		
1	E	Gray Interior		
1	99N	7.3L 335HP Gas Engine		
1	44P	Ford TorqShift HD 6-Speed Automatic Transmission		
1	41B	Transmission Power Take Off Provision	\$295.00	\$289.10
1	643	22.5x8.25 White Powder Coated Steel Front Wheels		
1	T2B	Two 11R22.5G Goodyear Fuel Max RSA Front Tires		
1	663	22.5x8.25 White Powder Coated Steel Rear Wheels		
1	R2B	Four 11R22.5G Goodyear Fuel Max RSA Rear Tires		
1	67H	Hydraulic Brake System - Bosch HydroMax w/Traction Control		
1	152	Trailer Connection Socket - 7-Way, Wired for Turn Signals Combined with Stop	\$100.00	\$98.00
1	43N	10,000 lb. Non-Driving - Dana E-1002l - I-Beam Type Front Axle	\$685.00	\$671.30
1	61D	Taper-Leaf Springs, Parabolic - 12,000 lb. Cap	\$305.00	\$298.90
1	15S	Front Stabilizer Bar	\$490.00	\$480.20
1	60A	Lube, Front Axle, EmGard 50W, Synthetic Oil	\$50.00	\$49.00
1	474	19,000 lb. Single-Speed - Dana S19-140 Rear Axle	\$670.00	\$656.60
1	68P	Multi-Leaf Springs - 21,000 lb. Cap	\$110.00	\$107.80
1	X6A	6.14 Axle Ratio		
1	212WB	212" Wheel Base - 138" CA	\$515.00	\$504.70
1	534	Single Channel - Straight 'C' 12.64 SM, 50,000 PSI		
1	91H	Single, Horizontal Muffler - Frame Mounted Right Side Back of Cab w/Catalytic Converter		
1	65A	Fuel Tank - LH 50 Gallon - Steel		
1	17E	240 Amp Alternator	\$410.00	\$401.80
1	55M	Jump Start Stud - Remote Mounted	\$90.00	\$88.20
1	STDBAT	One 900 CCA Battery in Steel Battery Box		,

1	17M	Back-Up Alarm - Electric, 102 dBA	\$110.00	\$107.80
1	962	Daytime Running Lamps (Not Configurable)	\$110.00	\$24.50
1	962 16V	Voltmeter		
1	16V 88A		\$100.00	\$98.00
		30/0/30 Fixed Bucket Seats	¢550.00	¢520.00
1	90P	Power Equipment Group	\$550.00	\$539.00
1	59F	Instrument Panel	\$125.00	\$122.50
1	588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth		
1	85A	SecuriLock Passive Anti-Theft System		
1	90M	Interior Rear View Mirror	\$75.00	\$73.50
1	54M	Dual Heated Rectangular Mirrors, 96" Width		
			Vehicle Total:	\$68,015.90
QTY	Item #	EQUIPMENT LINE DESCRIPTION	UNIT PRICE	Ext Line Total
				\$0.00
1		PAINT CAB GREEN GEM	\$5,731.00	\$5,731.00
1		STELLAR 138-18-20 HOOK LOADER	\$47,610.00	\$47,610.00
1		PTO HYDRAULIC SYSTEM - INCLUDED	\$0.00	\$0.00
1		POLY REAR FENDERS	\$1,516.00	\$1,516.00
1		5/8" REINFORCED PLATE WITH 2" COMBO HOOK AND D-RINGS	\$1,604.00	\$1,604.00
2		24" X 24" X 48" PROTECH ALUMINUM TOOLBOX	\$1,930.00	\$3,860.00
2	7361662	BUCK'S 16' 20-CU/YD ROLL OFF CONTAINER	\$8,235.00	\$16,470.00
2		MANUAL LOAD COVER WITH MESH TARP	\$1,069.00	\$2,138.00
1	7505416	BUCK'S 16' FLAT BED FOR HOOKLIFT	\$9,197.00	\$9,197.00
1		REAR VIEW CAMERA SYSTEM	\$2,673.00	\$2,673.00
	OPTION	2' BEAVER TAIL ADDED TO FLAT BED	\$715.00	
		Contract	Equipment Total:	\$90,799.00
QTY	Item #	NON-CONTRACT EQUIPMENT LINE DESCRIPTION		Ext Line Total
		COMPLETED TRUCK TO BE PICKED UP AT THE MCGOVERN/MHQ TRUCK SHOP 19 INDUSTRIAL PARK RD EAST, OXFORD, MA 01570.		
		Non-Contract	Equipment Total:	\$0.00
			Equipment Total:	\$158,814.90
			Vehicle Quantity:	1
			Sub total:	\$158,814.90
Tra	de Description	Trade VIN	Trade Miles	Trade Value
		Trad	e Vehicle/s Total:	\$0.00

TERMS AND CONDITIONS

Custom or Special Orders are Non-Refundable

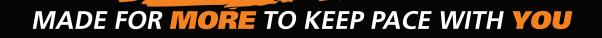
This Quote is for Budgetary Purposes and is Not a Guarantee of Cost for Services Quote is Based on Current Information From Client About the Project Requirments Actual Cost May Change Once Project Elements are Finalized

Trade value is subject to change based on time, mileage and condition of vehice at turn-in

ORDER ACKNOWLEDGEMENT

By signing this document you are agreeing to the above terms and conditions of this order from McGovern MHQ, Inc.

x		
PRINT NAME		
x		
TITLE		
x		
SIGNATURE		



Ideal for residential tree services, utility line clearing, vegetation management, maintenance contractors and municipalities, this high-capacity, high-production chipper includes more standard features than any other chipper in its class.

Many customer-inspired innovations are featured on the **Eeger Beever 1821 Brush Chipper**, increasing efficiency and safety while reducing operating and maintenance costs.

The 1821 is also available tracked for right of way clearing, highway clean-ups and hard-to-reach areas requiring a self-propelled unit for material access.

FEATURES AND BENEFITS

- The powerful TorqMax[™] dual feed wheel compression system generates more than 6,600 lb/ft (8,948 Nm) of material pulling force.
- Unit is pre-plumbed and outfitted for the easy installation of most aftermarket components.
- The Variable Force[™] Hydraulic Down Pressure System eliminates the use of springs and creates up to 4,500 lb (2,041 kg) of perpetual down pressure.
- 23.75" wide x 30" (60.3 x 76.2 cm) diameter, four-knife staggered-knife-pocket drum with patented removable knife holders provides maximum chipping efficiency.
- The reversing auto-feed system automatically stops forward feed and briefly backs material away from the drum for optimum engine performance while chipping.







1821 TRACK CHIPPER SPECIFICATIONS

Specifications may vary with equipment options

Updated 4/17/2023

GENERAL	US	METRIC
Height	8'6"	2.6 m
Width	7'7"	2.3 m
Length	16'8"	5.1 m
Gross weight (approximate)	12,900 lb	5,851 kg
Infeed opening (height x width)	41" x 59"	104.1 x 149.9 cm
Throat opening (height x width)	18" x 20.5"	45.7 x 52.1 cm
Drum (width x diameter)	23.8" x 30"	60.3 x 76.2 cm
Engine		CAT
Horsepower	174 HP	129.8 kW
Fuel capacity	32 gallons	121.1 L
Hydraulic capacity	27 gallons	102.2 L
Frame	6" x 2" x 0.25" wall tube	15.2 x 5.1 x 0.6 cm wall tube
Tracks	400mm	Rubber Tracks
Ground Pressure	4.84 PSI	33.4 kPa
Ground Speed (low/high)	1.0/1.8 MPH	1.6/2.9 km/h

EQUIPMENT HIGHLIGHTS

- Wireless Remote Control operation with tethered backup system controls the track functions, feed functions, yoke functions and throttle functions with emergency engine stop
- Dual horizontal feed wheel compression system with hydraulic lift assist, hydraulic down pressure and manually applied hydraulic down pressure at the valve handle
- Reversing automatic feed system
- Enclosed engine with gauge panel, radiator fines screen and slide rails for belt adjustment
- Fuel tank sight gauge, drain plug and shut-off valve
- Hydraulic tank shut-off valve, drain plug and clean-out cover
- Live hydraulics; ball valve, pump, motor, control valve and variable speed flow control
- Steel guard enclosing valve bank and automatic feed system components

OPTIONS INCLUDE

- Winch Package
- Bottom Bump Bar
- Hydraulic Swivel Discharge
- Folding Infeed Tray
- Flow Control
- Strobe Light
- Infeed Curtain
- Pusher Paddle





NANTUCKET ISLANDS LAND BANK POLICY FOR INDOOR RECREATION USE REQUESTS Adopted: October 10, 2023

<u>Applicability</u>: This policy shall apply to all requests to directly or indirectly create or facilitate indoor recreation use of Land Bank property.

I. <u>Purpose</u>.

This policy is adopted to promote consistent application of the meaning of the Land Bank Act (Chapter 669 of the Massachusetts Acts of 1983, as amended) with respect to use of Land Bank property for indoor recreation purposes.

II. <u>Policy</u>.

This policy states that indoor recreation or uses ancillary to indoor recreation are not appropriate uses for real property owned or managed by the Land Bank.

As used herein "indoor recreation" means any recreational activity which is primarily conducted or occurs in an enclosed structure. As such is it distinguished from ancillary uses supporting outdoor recreation, such as a changing facility at a golf course.

The policy is derived from the general sense of the Land Bank Act, with particular attention to these provisions:

- A. Section 5 enumerates the types of land which may be acquired by the Land Bank. The list is dominated by outdoor features of the land, such as pond frontage, beaches, heathlands, and moors. The list includes land "for future public recreational facilities", which in context we infer refers to outdoor recreational facilities.
- B. Section 6 states that the primary activity of the Land Bank is to "...retain any real property interest relating to land and water areas acquired pursuant to this act predominantly in a natural, scenic or open condition. . .". Exceptions from this primary activity require State approval. Leading the list of exceptions is "construction or placing of buildings", an activity which necessarily is required to accommodate indoor recreation.

C. Section 4 enumerates the powers of the Land Bank Commission. Management of Land Bank property is to be done "in a manner which allows public access and enjoyment consistent with the natural and scenic resources thereof".

In summary, the Land Bank Act emphasizes providing natural lands for enjoyment by the public. At its essence, indoor recreation is activity conducted in a built environment, which is contrary to that stated priority.

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















2. Indoor Recreation Policy – Discussion: Mr. Savetsky explained that within the Land Bank Act, recreation was undefined and therefore indoor recreation was a threshold question for the Commission. After much discussion all Commissioners agreed they were not in favor of allowing any indoor recreation on Land Bank properties at this time. The Commission asked staff to formulate a written policy for a future meeting.

D. PROPERTY MANAGEMENT:

1. 40 Millbrook Rd/Heritage Apple/Pear Orchard – Location Discussion: Mr. Savetsky explained that the property off Polpis Road that was discussed at the September 25, 2018 meeting was a subdivision open space property and therefore was not ideal. He recommended the Nicollaci property on Millbrook Road as a good alternative, because it was level, had few trees, was sheltered and had readily available parking. The consensus of the Commission was positive for that location.

E. APPROVAL OF MINUTES: Upon a motion made by Commissioner Stackpole and duly seconded by Commissioner Reinhard, it was unanimously VOTED to accept, approve and release the regular meeting minutes of September 11, 2018, as written.

F. TRANSFER BUSINESS:

1. Five-Year Domicile and Ownership Compliance – Releases of Lien: Upon a motion made by Commissioner Jelleme and duly seconded by Commissioner Stackpole, it was unanimously VOTED to execute and authorize the issuance of Release of Lien for the following transfer as a result of the purchaser fulfilling all of the requirements of Section 12, subsection (-m-):

No. 34575 Giedrius Miksys and Kristina Ralkova

G. FINANCIAL BUSINESS:

1. Monthly Financial Report: The Commission accepted the September 2018 financial report including the balance sheet and income statement previously provided by email.

3. Warrant Authorization – Cash Disbursements: Upon a motion made by Commissioner Stackpole and duly seconded by Commissioner Jelleme, it was unanimously VOTED to execute the October 23, 2018 warrant document in the amount of \$59,817.06 to be provided to the county treasurer.

II. EXECUTIVE SESSION: Upon a motion made by Commissioner Reinhard and duly seconded by Commissioner Glidden, it was unanimously VOTED to go into executive session to discuss the purchase, exchange, lease or value of real property and review executive session minutes. A roll call vote was taken: Glidden –Aye, Jelleme-Aye, Paterson-Aye, Reinhard-Aye, Stackpole-Aye. The Chairman under Purpose 6 [G.L. c. 30A, 21(a)(6)] declared that discussion of these matters in open session may be detrimental to the Land Bank's negotiating position and that the Commission would not reconvene in regular session at the conclusion of executive session.

MINUTES Nantucket Land Bank Commission Regular Meeting of July 25, 2023 Land Bank Conference Room, 22 Broad Street Nantucket, Massachusetts

CALL TO ORDER: 4:00 p.m.

PRESENT: Mark Donato; Kristina Jelleme; Neil Paterson; Allen Reinhard; John Stackpole.

STAFF PRESENT: Jesse Bell, Executive Director; Susan Campese, Administrator/Finance Manager; Eleanor Antonietti, Special Projects Coordinator; Rachael Freeman, Director of Environmental and Agricultural Resources; Marian Wilson, Assistant Administrator.

Jill Vieth; Justin Quinn; NRSA, Board President, Tom Dixon; NGM, Inc. President, Matthew Galvin and General Manager, Sean Oberly were also present at call to order.

I. CONVENE IN OPEN SESSION:

A. PUBLIC COMMENT / STAFF ANNOUNCEMENTS:

1. Given the recent press coverage on the issue, Ms. Freeman reminded everyone that there is a Southern Pine Beetle infestation on Nantucket and the Land Bank was being proactive in hiring a forester who was coming in November to create forest management plans. She said if anyone had any questions, they should be directed to her or Dr. Emily Goldstein Murphy.

2. Indoor Paddle Sport/Recreation Facility: Ms. Vieth said she saw the RFP for the racquet sport expansion and asked if the design could include future seasonal aspects to it. She suggested it could be a bubble for the winter or perhaps other options could be investigated. She said perhaps NSRA could fund and build it in the future, but if it was not accounted for in the initial design it may be difficult or impossible to add later. Mr. Dixon said he was authorized by his board to start a general discussion about this to see if the Land Bank Commission was amenable to add it to the design. Mr. Quinn was present to ask if the Land Bank would consider a multisport indoor recreation facility on the available land at 7 Nobadeer Farm Road. Ms. Bell explained that the constructed ballfields as well as the one undeveloped field soon would be conveyed to the Town of Nantucket in a swap for Mill Hill Park, suggesting Mr. Quinn speak with the Town about the possibility of an indoor facility at the site. Further, she said it would be easier for the Town to construct such a facility given the constraints of the Land Bank's enabling legislation. Ms. Freeman said she would send Mr. Quinn the subdivision plan with information on the various restrictions on the property.

Ms. Vieth, Mr. Quinn, and Mr. Dixon departed the meeting at 4:13 p.m.

B. GOLF BUSINESS:

1. Sconset Golf Course ("SGC") – Manager's Monthly Review (June):

D. REGULAR BUSINESS:

1. Policy for Indoor Recreation Use Requests: Ms. Bell explained that in 2018 the Commission voted to not allow indoor recreation on any of its properties and asked staff to formulate a policy. The policy was never written so before them was a draft policy written by Land Bank counsel. Chairman Paterson said it was clear that the Land Bank Act interprets the recreation component of its mission as outdoor. Commissioner Donato disagreed and felt indoor recreation was something the Land Bank should be involved with. Upon a motion made by Commissioner Jelleme duly seconded by Commissioner Stackpole, it was VOTED to adopt the Indoor Recreation Use Request Policy. *Commissioner Donato voted nay*.

E. APPROVAL OF MINUTES: Upon a motion made by Commissioner Stackpole and duly seconded by Commissioner Donato, it was unanimously VOTED to accept, approve, and release the regular session minutes of September 26, 2023, and the special meeting minutes of September 14, 2023, as written.

F. PROPERTY MANAGEMENT: Continued.

Chairman Paterson recused himself from the discussion and departed the meeting.

1. 15 Burnt Swamp Lane – No Hunting Request: The consensus of the Commission was that hunting was not legal on the property due to the proximity of occupied dwellings. Upon a motion made by Commissioner Stackpole and duly seconded by Commissioner Reinhard, it was unanimously VOTED to follow the tradition of the previous owner and post the property for no hunting.

Chairman Paterson reentered the meeting.

G. PERSONNEL MANAGEMENT:

1. Executive Director – Compensation: Upon a motion made by Commissioner Jelleme and duly seconded by Commissioner Stackpole, it was unanimously VOTED to increase Ms. Bell's salary by 4 percent.

Commissioner Jelleme recused herself from the following items.

H. CONSENT ITEMS: Upon a motion made by Commissioner Stackpole and duly seconded by Commissioner Donato, it was VOTED to approve the following consent items:

- 1. Monthly Transfer Statistics September
- 2. Warrant Authorization Cash Disbursements
- 3. Sustainable Nantucket Letter of Support Nantucket Golf Club Grant



NANTUCKET ISLANDS LAND BANK POLICY FOR INDOOR RECREATION USE REQUESTS Adopted: October 10, 2023

<u>Applicability</u>: This policy shall apply to all requests to directly or indirectly create or facilitate indoor recreation use of Land Bank property.

I. Purpose.

This policy is adopted to promote consistent application of the meaning of the Land Bank Act (Chapter 669 of the Massachusetts Acts of 1983, as amended) with respect to use of Land Bank property for indoor recreation purposes.

II. Policy.

This policy states that indoor recreation or uses ancillary to indoor recreation are not appropriate uses for real property owned or managed by the Land Bank.

As used herein "indoor recreation" means any recreational activity which is primarily conducted or occurs in an enclosed structure. As such is it distinguished from ancillary uses supporting outdoor recreation, such as a changing facility at a golf course.

The policy is derived from the general sense of the Land Bank Act, with particular attention to these provisions:

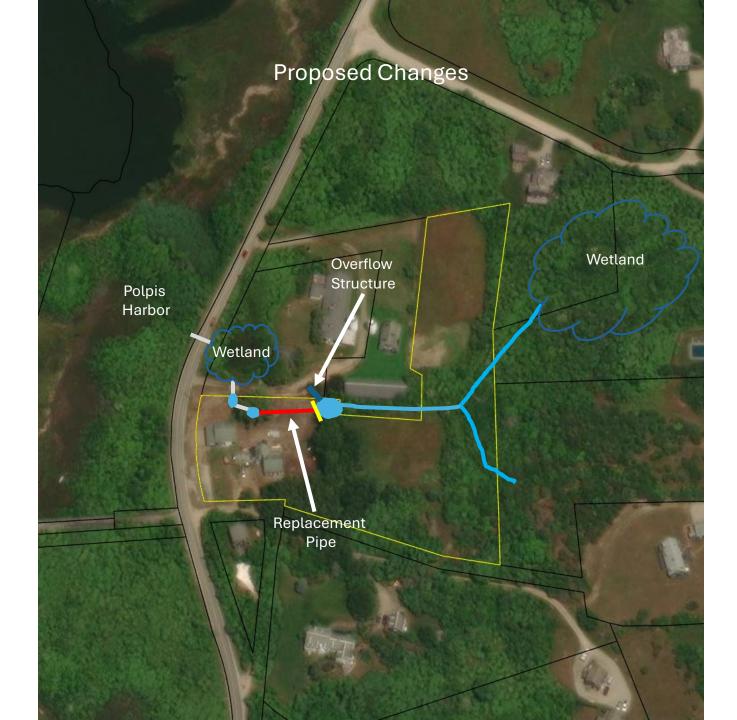
- A. Section 5 enumerates the types of land which may be acquired by the Land Bank. The list is dominated by outdoor features of the land, such as pond frontage, beaches, heathlands, and moors. The list includes land "for future public recreational facilities", which in context we infer refers to outdoor recreational facilities.
- B. Section 6 states that the primary activity of the Land Bank is to ". . .retain any real property interest relating to land and water areas acquired pursuant to this act predominantly in a natural, scenic or open condition. . .". Exceptions from this primary activity require State approval. Leading the list of exceptions is "construction or placing of buildings", an activity which necessarily is required to accommodate indoor recreation.

C. Section 4 enumerates the powers of the Land Bank Commission. Management of Land Bank property is to be done "in a manner which allows public access and enjoyment consistent with the natural and scenic resources thereof".

In summary, the Land Bank Act emphasizes providing natural lands for enjoyment by the public. At its essence, indoor recreation is activity conducted in a built environment, which is contrary to that stated priority.

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





MITIGATION FUNDING AGREEMENT

This MITIGATION FUNDING AGREEMENT ("Agreement") is entered into as of this _____ day of _____ 2024 by and between: the Massachusetts Division of Fisheries and Wildlife, by and through the Natural Heritage and Endangered Species Program having a principal place of business at 1 Rabbit Hill Road, Westborough, MA, 01581 ("Division"); and the Nantucket Islands Land Bank ("the Land Bank") having a principal place of business at 22 Broad Street, Nantucket, MA 02554.

1. <u>Recitals</u>

a. The Conservation and Management Permit No. 86043 ("Permit") dated June 12th, 2024, issued by the Division to the Land Bank contains financial assurance provisions in paragraph #7 of the Special Conditions section requiring that the Town of Nantucket, by and through the Land Bank ensure that funds are available in the amount ranging from five thousand dollars to twenty thousand dollars per year (\$5,000.00 - \$20,000.00) ("the Funds") for the restoration, management and monitoring of \pm 14 acres of sandplain grassland and heathland habitats for state-listed rare plants and lepidoptera (the "Habitat") on Nantucket, Massachusetts.

b. The Parties agree the Funds shall be held by the Land Bank in an interest bearing Mitigation Funding Account (further defined in 2 below) and expended pursuant to the terms and conditions described below to mitigate for the use of approximately 0.85 acres of state-listed rare plant and lepidoptera habitat in connection with the relocation of the Cisco Beach Parking Lot located in Nantucket, Massachusetts, as further described in the Permit.

The Parties enter into this Agreement for the purpose of defining the terms and conditions under which the Funds shall be held and disbursed consistent with and as required by the Permit issued by the Division to the Town of Nantucket.

NOW THEREFORE, after consideration of the above recitals, the Land Bank, its successors and assigns, and the Division hereby covenant and agree as follows:

2. <u>Mitigation Funding Account</u>

a. The Land Bank shall deposit twenty dollars (\$20,000.00) into a Mitigation Funding Account within 10 days of the execution of this Agreement by the Parties. Funding of the account shall occur annually by the Land Bank and the Land Bank will be responsible for maintaining the necessary balances and funding the work. Monies will be deposited by the Land Bank at the beginning of the fiscal year and will be used for that year's land management efforts. Funding for FY 2025, year 1, will be twenty thousand dollars (\$20,000.00). We anticipate that this money will be expended on Land Management efforts in year 1.

In the future, if less money is expended after the land management, monitoring, restoration and reporting obligations have been completed, the Land Bank reserves the right to add only that amount of money that is necessary to bring the amount up to the annual allotment amount as identified on Table 1.

TABLE 1: FUNDING	G FOR LAND MANAGMENT	
	Annual Allocation (FY)	Annual Totals
Year 1 – 5	Year 1	\$20,000
	Year 2	\$20,000
	Year 3	\$20,000
	Year 4	\$10,000
	Year 5	\$10,000
Year 6 - 25	Year 6	\$5,000
	Year 7	\$5,150
	Year 8	\$5,305
	Year 9	\$5,464
	Year 10	\$5,628
	Year 11	\$5,796
	Year 12	\$5,970
	Year 13	\$6,149
	Year 14	\$6,334
	Year 15	\$6,720
	Year 16	\$6,921
	Year 17	\$7,129
	Year 18	\$7,343
	Year 19	\$7,563
	Year 20	\$7,790
	Year 21	\$8,024
	Year 22	\$8,264
	Year 23	\$8,512
	Year 24	\$8,768
	Year 25	\$9,031
NOTES:		
1. Budget shown fo	r 25 years as an example only – management a	and funding in perpetuity.
	dget to be increased 3% per year rounded to	the nearest whole dollar to account for
	kimum of \$30,000/year. nount not be expended in any one year, addition	al funds will be denosited at the beginning
	only to bring the money to the annual allocate	
er ine neeur jeur	j g une meneg te une annual anotate	

The Land Bank will maintain and submit to the Division on an annual basis, a report identifying the balance in the Mitigation Funding Account, the date and amount of money contributed by the Land Bank, the date and amount of money reimbursed to the Land Bank as use-fees and the date and amount of distributions.

b. All funds shall be deposited by the Land Bank into an interest bearing account or held in obligations by the US Government at Nantucket Bank, Nantucket, Massachusetts, or its successor ("Depository Bank"). The Depository Bank shall at all times remain insured by the Federal Deposit Insurance Corporation and shall pay interest on the Funds at a reasonable rate.

c. The Mitigation Funding Account shall be opened with the signature of the approved Land Bank signatory indicating that funds will be withdrawn from the Mitigation Funding Account only in accordance with the terms of this Agreement.

d. The Land Bank shall maintain a record of all deposits, income, disbursements, and other transactions of the Mitigation Funding Account. On an annual basis, the Land Bank shall provide to the Division a written accounting of all transactions which, upon request of the Division, shall be compiled by a certified public accountant. The Division shall have the right to inspect all books and records of the Land Bank relating to the Mitigation Funding Account at reasonable times upon request.

e. The Land Bank shall keep possession of the book(s) and bank statements of the Mitigation Funding Account until such time as it is terminated in accordance with the terms of this Agreement.

3. Disbursements

If it is deemed by the Division that the Land Bank has failed to adhere to its mitigation commitments, from time to time, the Division may request in writing that the Land Bank deliver all or portions of the Funds plus any interest thereon, for the restoration, management or monitoring of the Habitat. Upon receipt of such written request, the Land Bank shall deliver the requested portion of the Funds to the Division or any party designated in writing by the Division. Delivery of the funds in accordance with the terms of this Agreement shall be made by cashier's check, or by federal funds wire transfer, at the option of the payee. The Land Bank may make disbursements to itself for services rendered pursuant to the Schedule set forth herein.

4. Notices

a. All notices permitted or required by this Agreement shall be in writing and shall be deemed duly provided when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, to the other Parties at the addresses set forth in the first paragraph of this Agreement. The Party providing notice may choose alternate methods, including hand delivery, Federal Express, or other recognized overnight courier. Notices provided by hand delivery; Federal Express or other recognized overnight courier shall be deemed duly provided when received at the addresses set forth in the first paragraph of this Agreement.

b. All notices, certification, authorizations, requests or other communications required or permitted to be made under this Mitigation Funding Agreement shall be delivered as follows:

To the Division:

Massachusetts Division of Fisheries and Wildlife Natural Heritage and Endangered Species Program Attn: Regulatory Review, CMP 65202.DFW 1 Rabbit Hill Road Westborough, MA 01581 <u>To the Land Bank</u>: Executive Director, Nantucket Islands Land Bank 22 Broad Street Nantucket, MA 02554

or to such other place or to the attention of such other individual as a Party from time to time may designate by written notice to all other Parties.

5. Interest

a. All interest income accrued on funds in the Mitigation Funding Account shall become part of the Mitigation Funding Account and shall remain in the Mitigation Funding Account.

6. Miscellaneous

a. This Mitigation Funding Agreement shall be binding upon, and shall inure to the benefit of the respective Parties hereto and their successors and assigns.

b. This Agreement shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts.

c. This Agreement shall be interpreted as an instrument under seal.

d. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all counterparts shall constitute one Agreement.

e. This Mitigation Funding Agreement may not be amended, altered, or modified except by written instrument duly executed by all of the Parties hereto.

7. <u>Effective Date</u>

a. This Agreement shall take effect on the latest date of execution by the Division or Land Bank.

IN WITNESS WHEREOF, the parties have caused this Mitigation Funding Agreement to be duly executed as of the day and year first written above.

FOR THE MASSACHUSETTS DIVISION OF FISHERIES AND WILDLIFE:

Date: _____, 2024

Its: _____

On this _____day of ______, 20___, before me, the undersigned notary public, personally appeared______, proved to me through satisfactory evidence of identification, which was <u>personal knowledge</u>, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public

My Commission expires: _____

Date: _____, 2024

Neil Paterson Nantucket Islands Land Bank

Mark Donato Nantucket Islands Land Bank Allen B. Reinhard Nantucket Islands Land Bank

Kristina Jelleme Nantucket Islands Land Bank

John J. Stackpole Nantucket Islands Land Bank

COMMONWEALTH OF MASSACHUSETTS

__, ss.

, 20____

On this day before me, the undersigned notary public, personally appeared (name(s)), proved to me through satisfactory evidence of identification, which was \Box photographic identification with signature issued by a federal or state governmental agency, \Box oath or affirmation of a credible witness, \Box personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

SEAL

My Commission Expires:_____



July 28, 2024

Nantucket Land Bank Commission 22 Broad Street Nantucket, MA 02554

Re: Letter of Resignation

Dear Commissioners,

After almost 17 years working for the Land Bank, I've decided the time is right for me to move on and pursue other career opportunities. I'm deeply grateful for the relationships I've developed throughout my tenure at the organization and hope to continue serving our community in other capacities.

As I look around the island, I'm proud to have played a role in the many improvements the Land Bank has made to enhance the quality of life on Nantucket. From the historic restoration of the Sconset Golf Clubhouse to the Codfish Park Playground in Sconset and Discovery Playground on Old South Road ... in addition to numerous parks, docks, trails, and property acquisitions. It has meant the world to me and I've enjoyed being an integral part of the team.

In order to wrap up some existing commitments, my last day will be Friday, August 9th.

I wish the Land Bank all the best in the future.

With gratitude,

Jesse A. Bell, Esq. Executive Director

AGRICULTURAL SPECIALIST

The Agricultural Specialist is responsible for communications, planning and project management pertaining to agriculture on Land Bank property and to ensure responsible stewardship of property interests protected by the Land Bank. While collaborating with all Land Bank staff, the Agricultural Specialist is a position within the Environmental Department responsible for interacting with stakeholders to advance the Agricultural component of the Land Bank Act. This position reports to the Director of Operational Resources. Approximately 50% of duties are performed in an office setting and 50% of duties are performed in the field. Schedule will be 35 hours per week, 8:00 a.m. to 4:00 p.m., Monday through Friday. Salary commensurate with education and experience; includes full benefits. Must have a valid Massachusetts driver's license. CORI check required. Cover letter, resume and references must be received by the Nantucket Land Bank no later than Friday, August 30, 2024. Please email applications to scampese@nantucketlandbank.org.

ESSENTIAL FUNCTIONS AND DUTIES:

- Oversee day to day operations of Land Bank farms and community gardens as needed.
- Establish positive relationships with farmers, resulting in increased interactions and greater awareness of Land Bank goals, regulatory compliance and implementation of conservation practices.
- Develop, execute and enforce licenses and policies for farms and community gardens on Land Bank property.
- Further soil and water conservation practices, organic and regenerative growing methods, environmental stewardship and water quality policies and practices on Land Bank farms by providing technical assistance to farmers or connecting farmers with resources to acquire the necessary technical assistance.
- Seek new opportunities for the Land Bank to acquire or license agricultural property.
- Working with the Land Bank's Outreach Coordinator, design and implement agricultural outreach programming for farmers and the public.
- Form partnerships with farmers, funders, municipal officials and not-for-profits which result in the advancement of agricultural opportunities on Nantucket.
- Participate in the Nantucket Agricultural Commission.
- Collaborate with the Director of Operational Resources and Executive Director on strategic planning efforts related to the Land Bank's role in agriculture on Nantucket.
- Provide assistance to other departments with projects and events as necessary as well as any other duties as assigned by the Director of Operational Resources and/or Executive Director.

REQUIREMENTS

This position requires being philosophically committed to the mission of the Nantucket Land Bank, possessing a working knowledge of the agricultural industry in New England, having excellent organizational and communication skills, and being a self-starter. This is a new position and therefore being self-directed, capable of both initiating new ideas and seeing projects through to

completion, is imperative.

Education and Experience

- College degree or equivalent work experience.
- Agricultural work experience.
- Excellent written and oral communication skills.

Knowledge Skills, and Abilities

- High level of confidentiality, judgment, personal responsibility, and dependability.
- Exhibit excellent communications skills and a willingness to speak with the public and deliver intended messages effectively.
- Maintain a positive attitude and optimistic approach to solving problems or challenges.
- Ability to manage a variety of concurrent responsibilities and activities efficiently.
- Capacity to work independently in the field.
- Ability to navigate in rural settings using a map/plan, compass, and/or GPS.
- Ability to understand and interpret construction plans, property deeds, property surveys, and related documents.
- Possess initiative, be a self-starter and independently follow tasks through to completion.

PREFERENCES:

• Preference for a degree in regenerative agriculture, sustainable food systems, sustainable horticulture, environmental planning, land management, landscape architecture, environmental or agricultural engineering or environmental sciences.

TRANSFER BUSINESS Nantucket Land Bank Commission Regular Meeting of August 13, 2024

1. July 2024 Transfers – Record Nos. 46635 through 46697

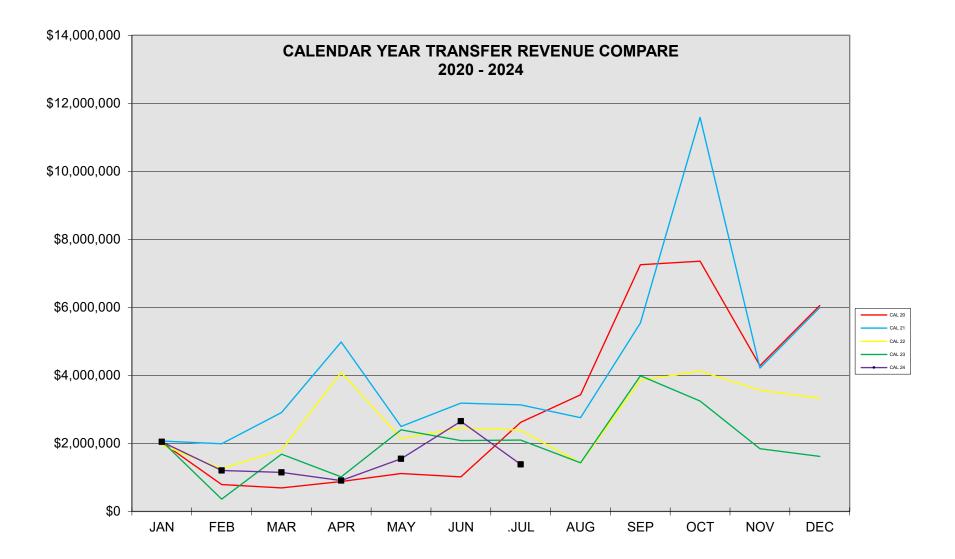
a. Current "M" Exemption and Lien:

No. 46660 Robert B. Caron

b. Current "O" Exemption and Lien:

No. 46638 Sasha-Gay Andrea Barham-Elliott, Damion Elliott and Linette D. Brown No. 46646 Brie Mariah Carr No. 46682 Matthew J. Brown and Katelyn M. Boynton No. 46694 Joel Gonzalez Alvarado

ONTHLY TR	ANSFER ST	ATISTICS C	ALENDAR 2	2023		
CAL23	Total	Exempt	Taxable	Total Gross	Gross	Revenue
Month	Transfers	Transfers	Transfers	Value	Value Taxable	Received
Jan-23	69	50	19	\$105,949,500	\$103,160,414	\$2,063,2
Feb-23	61	48	13	\$19,474,665	\$17,669,500	\$361,8
Mar-23	72	46	26	\$90,080,762	\$84,013,251	\$1,680,2
Apr-23	50	33	17	\$52,530,610	\$50,810,810	\$1,016,2
May-23	82	46	36	\$123,501,599	\$119,844,099	\$2,396,8
Jun-23	60	36	24	\$110,778,641	\$104,152,130	\$2,083,0
Jul-23	75	49	26	\$110,131,693	\$104,912,515	\$2,098,2
Aug-23	64	32	32	\$78,042,000	\$71,417,000	\$1,428,3
Sep-23	93	46	47	\$199,648,798	\$199,548,798	\$3,990,9
Oct-23	101	56	45	\$170,787,010	\$162,137,010	\$3,242,7
Nov-23	79	51	28	\$92,790,100	\$91,990,100	\$1,840,0
Dec-23	76	50	26	\$87,561,537	\$80,894,700	\$1,617,8
THRU JUL 23	469	308	161	\$612,447,469	\$584,562,718	\$11,699,75
Average	74	45	28	\$103,439,743	\$99,212,527	\$1,984,97
Low	50	32	13	\$19,474,665	\$17,669,500	\$361,89
High	101	56	47	\$199,648,798	\$199,548,798	\$3,990,97
ONTHLY TR	ANSFER ST	ATISTICS C	ALENDAR 2	2024		
CAL24	Total	Exempt	Taxable	Total Gross	Gross	Revenue
Month	Transfers	Transfers	Transfers	Value	Value Taxable	Received
Jan-24	72	42	30	\$109,580,517	\$102,178,767	\$2,043,5
Feb-24	46	26	20	\$60,093,759	\$60,093,759	\$1,201,8
Mar-24	87	61	26	\$58,903,942	\$57,203,942	\$1,144,0
Apr-24	76	52	24	\$52,555,750	\$45,355,750	\$907,1
May-24	92	65	27	\$80,726,142	\$76,323,677	\$1,543,4
Jun-24	91	61	31	\$137,002,538	\$132,506,538	\$2,650,1
Jul-24	63	39	24	\$76,415,466	\$68,633,501	\$1,380,6
Aug-24			27	<i><i><i></i></i></i>	<i>***,***,***</i>	
			27	<i><i><i></i></i></i>	,,,	
Sep-24				<i><i>wi0</i>,<i>i0</i>,<i>i0</i></i>		
Sep-24 Oct-24			27	<i><i><i>w</i>i0,i0,i00</i></i>		
Sep-24 Oct-24 Nov-24			24	<i><i><i>w</i>i0</i>,<i>i0</i>,<i>i0</i></i>		
Sep-24 Oct-24				<i><i><i>w</i>i0</i>,<i>i0</i>,<i>i0</i></i>		
Sep-24 Oct-24 Nov-24	527	346	182	\$575,278,114	\$542,295,934	
Sep-24 Oct-24 Nov-24 Dec-24		<mark>346</mark> 49				<mark>\$10,870,90</mark> \$1,552,98
Sep-24 Oct-24 Nov-24 Dec-24 THRU JUL 24	527	346	182	\$575,278,114	\$542,295,934	





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 <u>either</u> 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.¹

APPLICANT NAME:	Deborah Landreth	
MAILING ADDRESS:	4 Berkeley Ave Nantucket MA 02554	
<u>TELEPHONE:</u> 214 -437-8265 <u>E-MAIL: deborahlandreth@yahoo.com</u>		

Proposed Location of EVENT: The Creeks Preserve, 2 Milestone Road

DATE of EVENT: Sunday, 8/25/24 TIME of EVENT: 10:00 - 12:00

Description / Anticipated # of attendees: Kid's Birthday Party, anticipating 22 guests.

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

Hello – I was hoping to use the Creeks Preserve for my daughter's 5^{th} birthday party. I am looking for some open green space so that the kids can play games. Games would not be messy nor involve equipment that would damage grass. We would have light snacks for the kids, plus cupcakes and drinks. We would provide non-alcoholic beverages for the adults. We would likely bring in a picnic table for the food with table cloth, napkins, plates, etc to serve cupcakes and some decorations to go with the birthday theme which I believe will be unicorns.

Hann Antanietti Approved/Denied: Special Projects Coordinator

Date: 8/7/2024

Approval date carpool. carshare, public tran

Staff Comments: Please encourage your guests to arrive by carpool, carshare, public transit, or bike/walking to ensure that there is enough available parking for other visitors to this very popular destination.

ⁱ N/A for this event