

AGENDA
Nantucket Land Bank Commission
Regular Meeting of February 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. REGULAR BUSINESS
 - a. Annual Town Meeting Warrant Article – Pools in Moorlands Management District
3. AGRICULTURAL MANAGEMENT
 - a. 50 Old South Road – Community Garden Staff Recommendation
 - b. 50 Old South Road – Conceptual Plans for Parking/Roadway
 - c. Willow Farm at the 46 & 54 Madaket Rd/Bamboo Forest - Proposal
4. PROPERTY MANAGEMENT
 - a. Various Properties – Eagle Scout Project Presentation
 - b. 174 Orange St/Creeks Preserve – Family Fun Day/40th Anniversary Event Proposal
 - c. 19 E. Creeks Road – On Call Engineering Services Contract
 - d. Angola Street – Utility Pole Relocation Request
 - e. Cisco Beach – Summer Season Concession/Board of Health Variance
 - f. 2024 Task List – Presentation and Approval
5. TRANSFER BUSINESS
 - a. Current “M” Exemptions
 - b. Current “O” Exemption
 - c. “M” Exemption Update
6. APPROVAL OF MINUTES
 - a. Regular Meeting of January 23, 2024
7. CONSENT ITEMS
 - a. Monthly Transfer Statistics
 - b. Warrant Authorization – Cash Disbursement
 - c. 15 Commercial Street – Authorization to Execute Amendment for House Removal
 - d. 15 & 17 Commercial Street – Figawi Charities Use Request Memorial Day Weekend
 - e. 2024 Golf Tournament Schedule
 - f. 80 Miacomet Avenue – Engraved Rock Memorial Request
8. COMMISSIONERS ADDITIONAL QUESTIONS AND CONCERNS

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.*

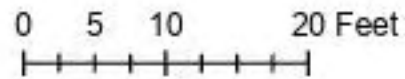
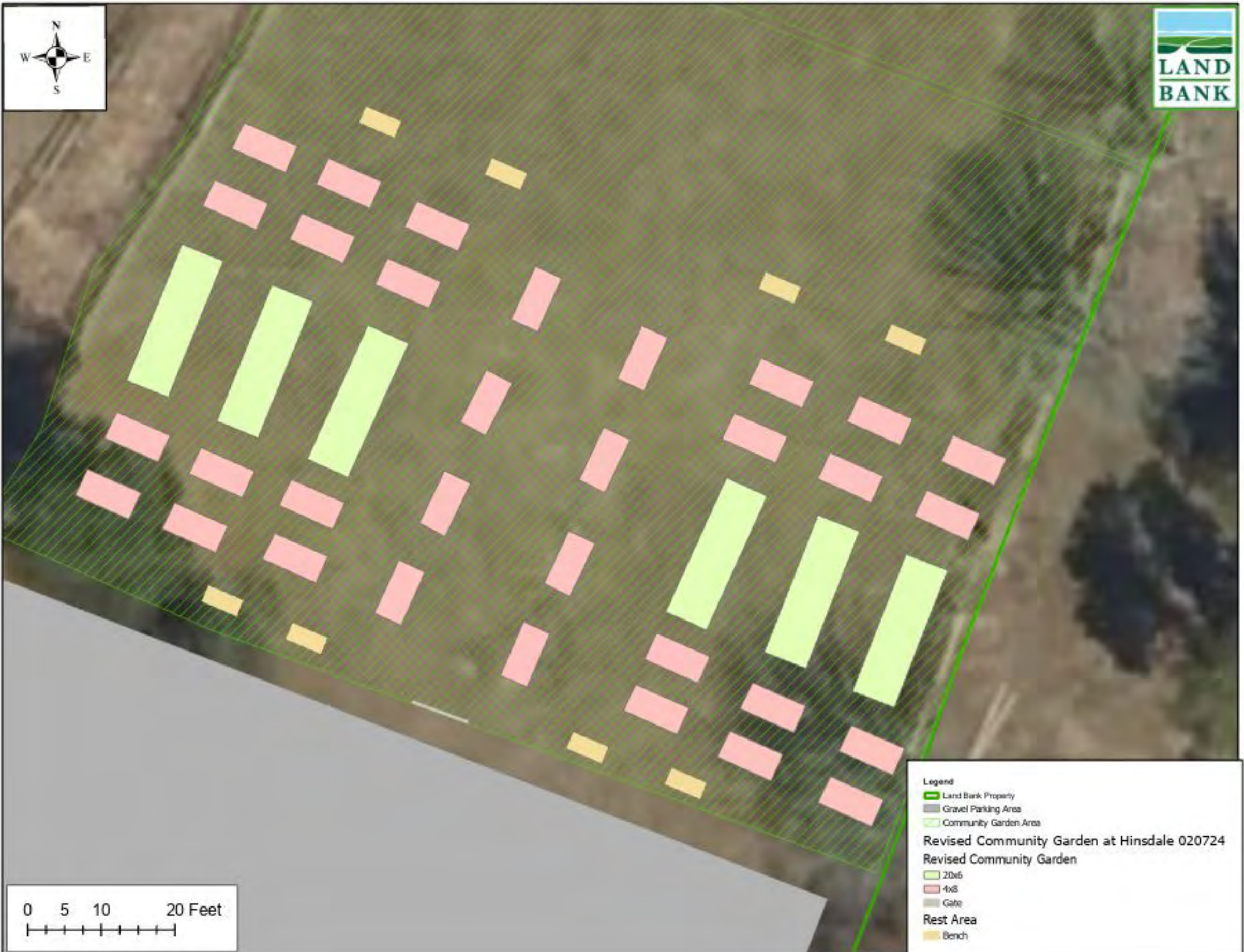
1. Approval of Executive Session Minutes

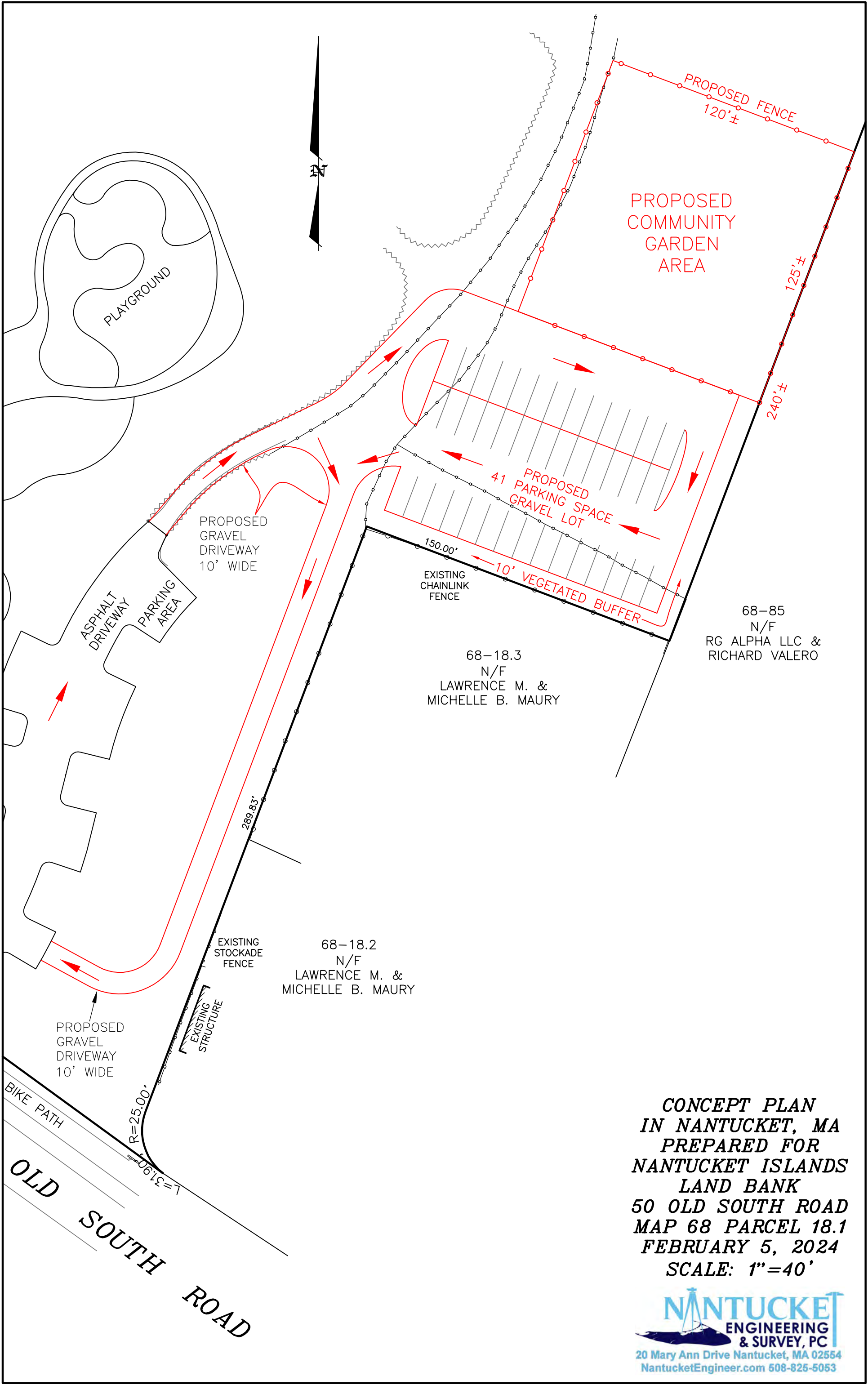
2. Ongoing Litigation Matters:

- 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)
- 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





proposal



PREPARED FOR :
NANTUCKET LAND BANK

PREPARED BY :
ABERGAVENNY WEBB
PROPRIETOR OF
WILLOW HILL FARM, LLC



WILLOW HILL FARM



We are a second generation family farm that recently began the work of reviving the land and structures at Willow Hill Farm.

Some intrinsic elements of our farm include wild and willowy arrangements, and the union of soil and sea through succulent shells and wampum jewelry. We hope to restore our gardens and revitalize local flowers for local folks.

ABOUT



12 / August 11, 1993

Nantucket Map & Legend

Lens Cap/Landscape Granny Flowers in Rose's Garden

by Beverly Hall

Rosemary Webb has a gift for bringing life into the world. Between her gardening and thriving cut-flower business, she also assists mid-wives and manages a family of four under eight. There are signs of children at play scattered all around her yard among the meandering flower beds. In fact, it was the need to stay at home that prompted Rose to start her enterprise and construct a greenhouse where flats of young seedlings are in constant rotation and stages of growth.

When she came to Nantucket 15 years ago she saw that everything looked lush, and knew that this was the place where she could make things grow. Now she has carved out of the wild and thick brush near the Madaket road an astounding half-acre where everything thrives from eight-foot-tall plumed poppies to angel wings poppies, and from 'Valentine' sunflowers, velvet-and-lace dianthus to chocolate cosmos.

The open and spacious house with hollyhocks and roses around it, built by her husband Cam nestles in the middle of her expanding flower beds. "I feel whole and connected when I am in the garden," she says. "And since I was a child, I have always wanted to make things grow."

"I want to grow what other people don't grow—I like anything that's difficult. I want to grow iris from seed," she continues, while reaching for a large black-eyed Susan. "Look here, I have strings tied on everything because I am collecting seed." And it is, in fact, the power of seed that is so evident here in this extensively-picked and constantly-cut garden that seems to meander without rhyme or reason. "If somebody wants to stay, I let them. I have a great respect for my flowers. I thank them after I cut them. Anybody can plant the seed; it's the nurturing that counts."

And it is obvious that these flowers can not only count the blessings to be tended by such a caring hand, but they do indeed earn their keep. Webb cuts enough flowers to make the many unique baskets and bouquets she sells on Main Street each day a week from her home. Webb's flowers are in great demand.

come from long ago. Deep burgundy is a favorite color and anise hyssop for scent is an essential addition to each bouquet which is a mix of annuals and perennials. "They aren't really wildflowers, just things people haven't seen before."

Webb has a knack for rambling off their many names: linaria, nemophila, knautia, nigella, clarkia, diaskis, malope, phacelia, platycodon and viscaria are only at the beginning of her long list. When asked how she got to be so knowledgeable, she cites many long hours at night during the winter months with seed catalogues

and old gardening books from the library. In one of her favorites, the great British horticulturist Gertrude Jekyll once proclaimed, "the love of gardening is a seed that once sown never dies." Rose Webb has truly carried on this seed from her Polish grandmother, Mary Flower, whose garden she says she now has, to her Italian father who loved wrapping fig trees and growing tomatoes. She has passionately embraced her responsibilities to the soil and seed which sustain her and her family and enthusiastically passes this on to all those who carry home a Rose bouquet.



Rose Webb warmly offers advice and answers questions to those who pass her truck on Main Street. She doesn't use chemicals in her garden, but she does suggest a teaspoon of sugar to feed and a drop of bleach to

Rose started the flower truck on Main Street. She was eventually selling flowers in town, Sconset & Madaket, and growing on over an acre of land. She embraced the wildflower aesthetic in her timeless designs and an organic feel among her flower beds.

Rose's Legacy

CLAYTON WEBB

Eldest Son

Inherited the downtown flower truck permit from his mother Rose. Specializes in succulent shells and wampum jewelry. Scallops in the winter.

HOLLIS WEBB

Middle Son

Tractor operator, Special Forces veteran and local firefighter-EMT. He owns King Post Preservation where he specializes in restoring Nantucket's historic homes.

ABERGAVENNY WEBB

Hollis's Wife

Created Willow Hill Farm, LLC in 2022 and spearheaded the revitalization process with Clayton. Co-founded Nantucket Flower Collective in 2023.

RYAN WEBB

Youngest Son

Local firefighter paramedic, Special Operations Air Force Pararescue and dedicated farm supporter.

GRACE WEBB

Ryan's Wife

Experienced grower and advisor for Willow Hill Farm. Runs Flowerstone Farm in Squam.



ROWAN WEBB

Son of Hollis & Abergavenny
The beginning of the next generation

MEET THE FAMILY



FLOWER TRUCK FARM STAND

A roadside farm stand with an honor till is both nostalgic and practical; giving trust to the consumer and more farming time to the owner. This model has worked well alongside Hummock Pond Road and we predict it will be a welcome addition to Madaket Road. The Bamboo Forest features a parking lot and the Crooked Lane path that meanders by our back door to Dukes Road. It's close enough to town to be accessible, but far enough away to skirt the cobblestone traffic in high season.

We would be honored to park the truck there and fill it with flowers. Our farm is small and in the nascent stage of its rebirth, but with a direct line to the Nantucket Flower Collective we have endless local florals available.



THINK LOCAL

Nantucket brings the local ethos to the next level. We are not going to the next town over to pick up compost or make deliveries. We are focusing on local inputs and local outlets. Fallen leaves and wood chips serve as mulch, fish and seaweed emulsions supply nutrients and shells offer minerals.

All that we grow here is distributed here and the more direct the better. Our flower truck with an honor till would support that mission by allowing us to focus on farming.

We want to park the truck alongside Madaket Road because our target market is those who want to immerse themselves in the island, who venture out along the bike path in search of sunset or who are heading home from the dump. We want to encourage a connection to the land and the rhythm of the seasons through homegrown flowers.

CURRENT



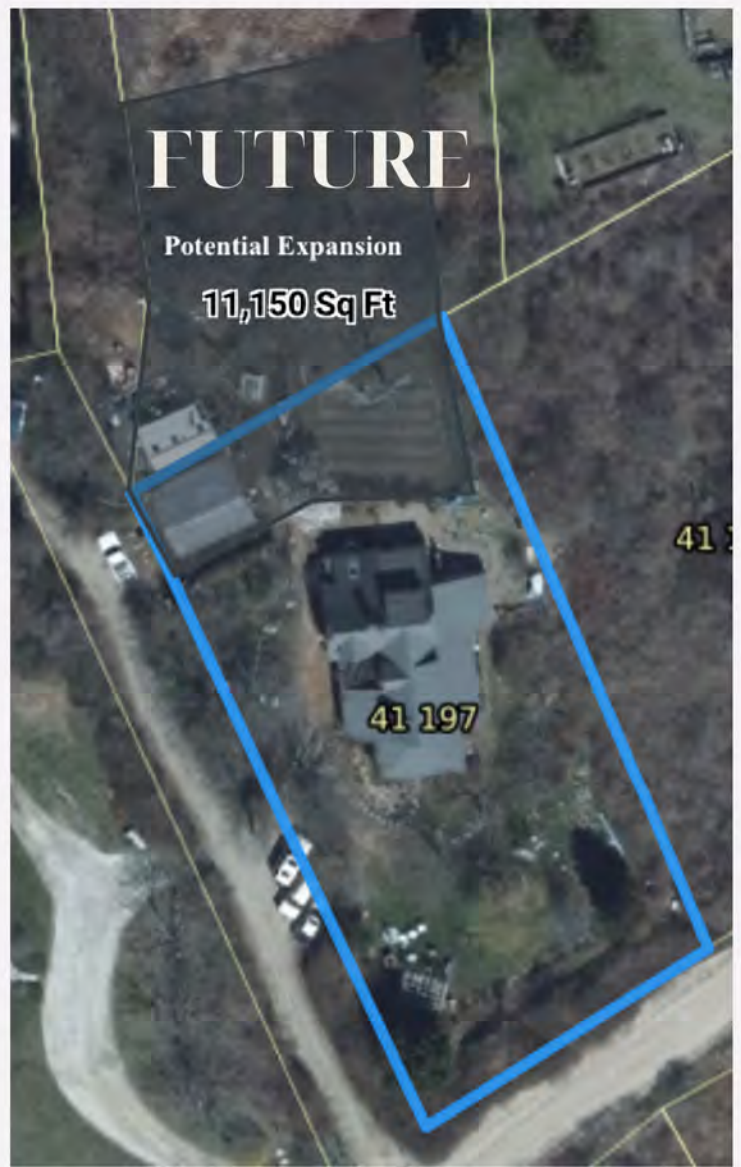
square footage

Currently our flower field and primary greenhouse are on around 3,385 square feet of our property. Our secondary greenhouse, chicken coop and compost pile are on about 2,324 square feet of Land Bank property. These structures were established around 1985 and the Land Bank purchased the land in 1999.

farm future

In restoring the agricultural use of this land there is an opportunity for expansion. This would be a newly secured agricultural zone and the expansion would be careful and collaborative.

FUTURE



2024 plans current layout



Future Expansion Plan



crop plan

2024 projections

Daffodils

Muscari

Tulips

Poppies

Ranunculus

Sweet Peas

Solomon's Seal

Pansies

Campanula

Snapdragons

Nigella

Marigolds

Cosmos

Forget - Me - Nots

Bupleurum

Gomphrena

Scabiosa

Zinnia

Sunflower

Aster

infrastructure

- Maintain beds and planned plantings
- Clean out secondary greenhouse for restoration
- Prepare new chicken coop to relocate flock

2025 expansion

- Clear and Fence perimeter
- Carefully clear interior zones after investigating present species
- Seed drought tolerant ground cover in paths and mow zones
- Compost and mulch bed zones, soil test and cover crop as needed
- Install irrigation
- Rebuild Secondary Greenhouse to serve as propagation house and wampum studio
- Clear tables, compost and prep beds in primary greenhouse for seasonal extension in ground growing
- Begin planting and propogating varieties



WILLOW HILL FARM



In closing we would like to emphasize our interest in upholding the unique nature of our farm and finding creative ways to support our family while caring for the ecosystem around us.

Willow Hill Farm

PROPOSAL TO LICENSE

THE FLOWER TRUCK FARM STAND AT THE BAMBOO FOREST AND CONTINUED AGRICULTURAL USE OF LAND BANK LAND

PROJECT DESCRIPTION

Willow Hill Farm was founded by my Mother-in-Law Rose Webb and passed down to her son Clayton Webb. Rose once farmed over an acre of land on Dukes Road and maintained flower stands downtown, in 'Sconset, and in Madaket. In 2022 I began the process of revitalizing the flower farm with my brother-in-law Clayton. The farm is currently centralized at 23 Dukes Road and the rear portion, including the chicken coop and secondary greenhouse structure, is located on Land Bank land. These structures were built around 1985, before the Land Bank purchased the land in 1999. Adjacent to 23 Dukes Road is Crooked Lane, which transitions into a foot path that leads to The Bamboo Forest. This proximity has allowed us a familiarity with the area and led us to recognize its advantageous position for an honor till farm stand. With already existing parking and accessibility from town and Madaket it presents the perfect locale for us to park our flower truck. We are confident this system will allow us the flexibility to focus on farming and provide the customer with an authentic local experience.

TIMELINE

- 2024 - maintain current crop plan and begin filling the flower truck Thursdays - Sundays at The Bamboo Forest. Begin clearing for expansion in the Fall.
- 2025 - Establish perimeter, growing zones and start renovation of secondary greenhouse and repurposing of primary greenhouse to seasonal extension ground growing. Continue flower truck farm stand with an expanded schedule.
- Future- complete renovation of secondary greenhouse into heated propagation house and wampum studio. Continue exploring new growing zones, refining and expanding crop plans and expanding availability on the flower truck.

Prepared by: Abergavenny Webb
Proprietor of Willow Hill Farm, LLC



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.¹

APPLICANT NAME: ELIJAH HOLLAND

MAILING ADDRESS: 5 SEIKINNOW PL

TELEPHONE: (508)-221-8769 E-MAIL: ELIHOLLAND17@GMAIL.COM

PROPOSED LOCATION OF EVENT: MAXY'S POND, HEAD OF HUMMOCK AND HUMMOCK POND, AND CLARKES COVE

DATE OF EVENT: JANUARY 11 - JANUARY 16 (ROUGHLY) TIME OF EVENT: 2 - 4 (ROUGHLY)

DESCRIPTION / ANTICIPATED # OF ATTENDEES FRIENDS, FAMILY, CATERING STAFF: : FRIENDS AND FAMILY

PLEASE DESCRIBE THE EVENT (THEME, SCOPE, DURATION, INSTALLATION, FOOD AND BEVERAGE ...):

FOR AN EAGLE SCOUT PROJECT I WILL CREATE SIGNS THAT WILL INCLUDE FISHING REGULATIONS SPECIFIC TO THE WATERS, INCLUDING THE SLOT FOR EACH FISH, LIMITS, AND IMAGES.

*

APPROVED/DENIED: _____ DATE: _____

EXECUTIVE DIRECTOR

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

EVENT: Family Picnic at the Creeks Preserve

The goal of this first of its kind event is to increase community awareness of the accessibility of Land Bank resources and properties. Additionally, as it is the 40th anniversary of the Land Bank, this would be the perfect way to celebrate by inviting as large a swath of our community as possible. The Creeks Preserve property is one of the premiere Land Bank locations and would be a perfect fit for a Family Picnic. A few food trucks would be gathered along with several activities arranged across a 4 to 6 hour window where families could come by and spend the day. This would also be a great opportunity to introduce the Land Bank Commission and Staff to the greater community.

- Time/Date Possibilities
 - Second or third weekend of June from ~10AM-4PM
- Food Trucks (e.g., Snick Snack, Hang Loose Helado, Eat Fire Pizza)
- Activities
 - Yard Games (Ladder golf, Can Jam, Corn Hole, etc.)
 - Arts & Crafts (Face Paint, etc.)
 - Bouncy House
 - Tables for other orgs

January 30, 2024

Nantucket Land Bank
Attn: Ms. Jesse Bell
22 Broad Street
Nantucket, MA 02554
VIA EMAIL: jbell@nantucketlandbank.org

**RE: Professional Engineering Services
On-Call Services Consulting Services
Nantucket Land Bank Projects
(Pare Proposal No. GP056.24)**

Dear Jesse:

Pursuant to your recent request, Pare Corporation (Pare) is pleased to submit this proposal for Professional Engineering Services for On-Call Consulting Services for Nantucket Land Bank (NLB) Projects.

BASIC SERVICES

It is our understanding that these On-Call services are intended to support the NLB staff and Project Team, which includes SCAPE Landscape Architects, Fuss & O'Neill, Woods Hole Group, and other consultants as indicated by NLB, in developing scope of work, cost estimates, alternatives, presentations, professional opinions and/or recommendations, etc. as requested by NLB. It is our understanding that the current project that precipitated these services is the 16-19 East Creek Boardwalk project; however, other projects may be added by NLB staff and will be confirmed in writing prior to proceeding with On-Call services.

It is expected that once a defined Scope of Work for given projects are identified, a separate project specific proposal will be prepared and submitted for consideration and approval prior to proceeding with the design components of the proposed project.

SERVICES PROVIDED BY CLIENT OR OWNER

The Client or Owner shall provide the following services and information for this project:

- Existing information, including but not limited to, as-built drawings and previous records where appropriate and available.

OUTSIDE SERVICES

No outside services are anticipated as part of this proposal.

ADDITIONAL SERVICES

As stated above, future proposals will be submitted for projects and design specific tasks as requested for approval and authorization.

PERIOD OF SERVICE

The period for performance of the services outlined herein is through December 31, 2024 or as extended by NLB.



Ms. Jesse Bell

(2)

January 30, 2024

BASIS OF COMPENSATION AND CONDITIONS OF ENGAGEMENT

Client shall pay Pare for Basic Services rendered as described above, an amount based on actual accrued time in accordance with the attached Schedule of Fees for services rendered by principals and employees assigned to the Project.

In addition to payments provided for as above, unless and as otherwise provided for in this Proposal and Agreement for Professional Services, the Client shall pay Pare the costs of reimbursable expenses incurred and in accordance with the attached Schedule of Fees.

Invoices for services rendered and expenses incurred will be submitted monthly and are due and payable within seven business days of the Client's receipt of payment for the Engineer's invoices.

Invoices not paid within seven business days after the Client's receipt of payment for the Engineer's services shall be subject to a one and one-half percent (1.5%) per month interest charge.

ESTIMATED CHARGES

For the purpose of this proposal and to establish the potential scope of services, an initial allowance of **\$15,000.00** is recommended to be established. The status of the allowance will be reviewed through the program; Pare will notify NLB if/when the allowance is anticipated to be exhausted and will work with NLB on establishing additional proposals or an expanded allowance for further authorization.

ACCEPTANCE

This Proposal may be accepted by signing in the appropriate spaces below and returning one copy to us. Your signing of this letter constitutes your acceptance of all of the paragraphs included within the Statement of Terms and Conditions (Exhibit B), a copy of which is attached and made a part of this Agreement. Please do not hesitate to consult with us concerning any questions regarding this Agreement and the attached Terms and Conditions.

We look forward to collaborating with you on this project. If you have any questions, please contact us at your convenience.

Sincerely,

Todd D. Turcotte, P.E.
Vice President

TDT/In

Enclosures

Schedule of Fees dated January 30, 2024

Statement of Terms & Conditions (Exhibit B), dated January 30, 2024



Ms. Jesse Bell

(3)

January 30, 2024

This Proposal for Services and Statement of Terms and Conditions are hereby accepted and executed by a duly authorized signatory who, by execution hereof, warrants that he/she has full authority to act for, in the name of, and on behalf of Client.

CLIENT

By: _____ Title: _____

Typed Name: _____ Date: _____

Y:\Proposals\2024 Proposals\GP056.24 - NantucketLandBank-On-Call Services-MA\GP056.24_NLB_OnCall_Services_30_JAN_24.docx

SCHEDULE OF FEES

EXHIBIT A

For Proposal for Services, dated January 30, 2024
(Pare Proposal No. GP056.24)

LABOR:

Engineer I	\$ 130.00 /Hour
Engineer II	\$ 155.00 /Hour
Project Engineer	\$ 175.00 /Hour
Senior Project Engineer	\$ 205.00 /Hour
Managing Engineer	\$ 225.00 /Hour
Principal/Officer	\$ 280.00 /Hour
Environmental Scientist/Planner	\$ 115.00 /Hour
Senior Environmental Scientist/Planner	\$ 130.00 /Hour
Managing Environmental Scientist/Planner	\$ 180.00 /Hour
Principal Environmental Scientist/Planner	\$ 185.00 /Hour
Senior Project Coordinator	\$ 150.00 /Hour
Senior Technical Consultant/Advisor	\$ 225.00 /Hour
CADD Operator/Designer	\$ 100.00 /Hour
Senior CADD Operator/Designer	\$ 130.00 /Hour
Principal CADD Operator/Designer	\$ 160.00 /Hour
GIS Specialist	\$ 130.00 /Hour
Construction Observer	\$ 110.00 /Hour
Senior Construction Observer	\$ 130.00 /Hour
Principal Construction Observer	\$ 160.00 /Hour
Engineering Technician	\$ 90.00 /Hour
Senior Engineering Technician	\$ 105.00 /Hour
Clerical/Office Personnel	\$ 100.00 /Hour

REIMBURSABLE EXPENSES:

Mileage (at Federal Standard Rate)	\$ 0.67 /Mile
Printing/Copying Wide Format (in-house)	\$ 0.15 /Square Foot
Photocopying (in-house)	\$ 0.10 /Copy
Outside Services and Out-of-Pocket Expenses	Cost plus 12%

The above rates for technical and support personnel will be charged for actual time worked on the project. In addition, there will be charges for time required for travel from company office to job or site, and return.

For expert and material witness services, including preparation, associated with any actual or potential litigation, mediation, arbitration, or similar proceeding, a fifty percent (50%) premium will be added to the above rates. Overtime worked by non-exempt, non-professional employees will be charged at a rate of one and one-half times the rates shown above for all time worked in excess of 8 hours per day.



EXHIBIT B
STATEMENT OF TERMS AND CONDITIONS

Attached to and made a part of the Agreement for Professional Services dated January 30, 2024, by and between Nantucket Land Bank (Client) and Pare Corporation, (Pare) in respect of the On-Call Consulting Services (Project) described therein.

SECTION 1. SERVICES TO BE PROVIDED

1.1 Pare hereby agrees to provide Client with the services set forth in the Proposal for Services and under the terms and conditions set forth herein.

1.2 This Agreement, once executed by all parties, will serve as notice to proceed unless directed otherwise. The attendant Proposal for Service is subject to renegotiation if acceptance by this Agreement is not received within sixty (60) days.

1.3 Client acknowledges that work shall proceed under the defined scope of services only upon receipt by Pare of a signed Agreement (this Agreement) and, if required, a retainer payment. The retainer amount shall be held by Pare and shall be applied against the final invoice. In the event the amount of the retainer exceeds the final invoice, Pare shall refund the balance with the final invoice. If the final invoice exceeds the retainer, the Client shall promptly remit the amount due.

SECTION 2. BILLING AND PAYMENT

2.1 Client agrees to pay Pare in accordance with the rates and charges set forth in the attached Proposal for Services. Invoices for services rendered and expenses incurred will be submitted monthly by Pare to Client. All such invoices shall be due and payable upon receipt. Additionally, in the case of a lump sum method of compensation, invoices will be based upon Pare's estimate of the proportion of the total services completed at the time of billing.

2.2 All invoices shall be paid, and Client account current prior to the filing by Pare of any documents with a governmental agency having jurisdiction over this Project.

2.3 In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion shall be promptly paid.

2.4 If Client fails to make any payment due Pare for services and expenses within thirty (30) days after the invoice date, the amounts due Pare shall include an interest charge at the rate of one and one-half percent (1.5%) per month from said thirtieth day, and in addition, Pare may, after giving seven (7) days written notice to Client, suspend services under this Agreement until Pare has been paid in full all amounts due for services and expenses. Unless Pare receives payment in full within seven (7) days of the date of the notice, the suspension shall take effect without further notice. Payments on account shall be credited first to interest and then to principal. In the event of a suspension of services, Pare shall have no liability to Client for delay or damage caused Client because of such suspension of services.

2.5 In the event of termination by Client under Section 17, Client shall remain liable for and shall promptly pay Pare the full amount for all services rendered by Pare to the date of termination and all termination costs together with interest on all overdue accounts in accordance with the foregoing rate and attendant attorneys' fees and costs of collection. No failure by Pare to exercise any right hereunder shall operate as a waiver nor preclude Pare from exercising any other right.

2.6 If Client fails to make payment to Pare in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by Pare.

2.7 In the event legal action is necessary to enforce the payment provisions of this Agreement, Pare shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by Pare in connection therewith and, in addition, the reasonable value of Pare's time and expenses spent in connection with such collection action, computed at Pare's prevailing fee schedule and expense policies.

2.8 Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

2.9 Payment of invoices to Pare is the sole responsibility of the signatory of this Agreement and is not subject to third party agreements or payments.



SECTION 3. ADDITIONAL SERVICES

3.1 Services required by Client, which are not part of those described in the Proposal for Services, shall be considered Additional Services. Additional Services shall be furnished by Pare, or obtained from others by Pare, if requested in writing by Client. Client shall pay Pare for Additional Services in accordance with rates and charges agreed to in writing prior to authorization by Client.

3.2 Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin. Oral directives by Client authorizing Additional Services will be confirmed in writing by Pare. Client shall pay Pare for orally directed Additional Services furnished by Pare in accordance with Pare's current Schedule of Fees unless other rates and charges for compensation are agreed to prior to the authorization of Additional Services. Pare reviews its Schedule of Fees annually and reserves the right to adjust its schedule as appropriate.

SECTION 4. REIMBURSABLE EXPENSES

4.1 Reimbursable expenses incurred and allocated to the project will be billed to Client in accordance with our fee proposal and/or our attendant Schedule of Fees. Outside expenses incurred and allocated to the project shall be billed at rate of 1.10 times the amount expended. Reimbursable expenses include, but are not limited to, expenses associated with the Project such as: travel including transportation, meals and lodging; printing, copying and handling of documents; postage and delivery; equipment for tests; and securing approval of authorities having jurisdiction over the Project and not specified as part of the fee.

SECTION 5. CLIENT'S RESPONSIBILITIES

5.1 Pare shall indicate to Client the information needed for rendering of services hereunder. Client shall provide to Pare all criteria and full information as to Client's requirements for the Project and such other information as is available to Client and Pare shall be entitled to rely upon the accuracy and completeness thereof.

5.2 Client shall designate in writing a person to act as Client's representative with respect to the services to be rendered; shall examine and respond promptly to Pare's submissions; and shall give prompt written notice to Pare whenever Client observes or otherwise becomes aware of any defect in the work.

5.3 Client shall arrange for access to and make all provisions for Pare to enter upon public and private property as required for Pare to perform his services.

SECTION 6. INSURANCE

6.1 Pare is covered by Workers' Compensation Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Liability Insurance. Pare will furnish information and certificates upon request.

SECTION 7. STANDARD OF CARE

7.1 . The standard of care for all professional services performed or furnished by Pare under this Agreement will be the care and skill ordinarily used by members of Pare's profession practicing under similar circumstances at the same time and in the same locality.

SECTION 8. USE OF DOCUMENTS

8.1 All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media prepared or furnished by Pare under this Agreement are instruments of service in respect to this Project, and Pare shall retain an ownership and property interest therein whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed or sealed by Pare or one of its Consultants.

8.2 When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator. If any information is provided in electronic format, Client recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including CADD and BIM documents ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents are provided to Client for informational purposes only and not as record documents.



8.3 Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Pare grants Client a license to use the Documents on the Project, extensions of the Project, and other projects of Client, subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Pare, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by Pare; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Pare, as appropriate for the specific purpose intended, shall be at Client's sole risk and without liability or legal exposure to Pare or to Pare's Consultants; (3) Client shall indemnify and hold harmless Pare and Pare's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Pare; and (4) such limited license to Client shall not create any rights for third parties.

8.4 If Pare at Client's request verifies or adapts the Documents for extensions of the Project or for any other project, then Client shall compensate Pare at rates or in an amount to be agreed upon by Client and Pare.

SECTION 9. OPINIONS OF PROBABLE COST

9.1 Since Pare has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, opinions of probable project cost and construction cost provided for herein are to be made on the basis of his experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Pare cannot and does not guarantee nor make warranty, expressed or implied, that proposals, bids, or actual project or construction cost will not vary from opinions of probable cost prepared by Pare.

SECTION 10. CERTIFICATIONS

10.1 Pare shall not be required to sign any documents, no matter by whom requested, that would result in Pare having to certify, guaranty or warrant the existence of conditions whose existence Pare cannot ascertain. Any certification provided by Pare shall be so provided based on Pare's knowledge, information and belief subject to the preceding sentence, and shall be given in Pare's professional opinion consistent with the Standard of Care. Pare shall be compensated for any work necessary to verify project compliance with regulatory standards for purposes of such certification.

10.2 The proposed language of any such certificates, affidavits or certifications requested of Pare or Pare's consultants shall be submitted to Pare for review and approval at least fourteen (14) days prior to expected execution.

SECTION 11. LIMITATION OF LIABILITY

11.1 To the maximum extent permitted by law, Client agrees to limit Pare's liability to Client for or on account of all claims and/or damages of any nature whatsoever caused by or arising out of Pare's performance of its services, such that the total aggregate liability of Pare for any and all claims and/or damages of any nature whatsoever, arising out of the performance of Pare's services on the Project, shall not exceed \$75,000 or Pare's total fee for services rendered on the Project, whichever is greater.

11.2 Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any special, indirect, incidental, or consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by Client or Pare, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

SECTION 12. SERVICES MADE NECESSARY BY LACK OF CONTRACTOR PERFORMANCE

12.1 It is Client's responsibility to hire the Contractor, and it is the Contractor's responsibility to install and complete fully operable systems. Client agrees to pay Pare in accordance with its Schedule of Fees for all its trouble-shooting and/or corrective work due to Contractor's inability to achieve satisfactory operation.

SECTION 13. HAZARDOUS WASTE/ASBESTOS/CONTAMINANTS

13.1 In consideration of the substantial risks to Pare involving or relating to the actual or threatened release, escape or discharge of hazardous waste, asbestos and/or other contaminants, it is agreed that Client to the fullest extent permitted by law, shall release and indemnify and hold harmless Pare and its consultants, agents and employees, from and against



all claims, damages, losses and expenses, direct and indirect, including but not limited to attorneys' fees and defense costs, arising out of or resulting from the performance of any services by Pare, or claims against Pare related to, involving or arising out of hazardous waste, asbestos or other contaminants.

SECTION 14. INDEMNIFICATION

14.1 Pare agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Pare's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Pare is legally liable.

14.2 The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Pare, its officers, directors, employees and subconsultants (collectively, Pare) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

14.3 Neither the Client nor Pare shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

SECTION 15. SUSPENSION OF SERVICES

15.1 If the Project is suspended by Client, or the services are suspended by Pare in accordance with Paragraph 2.4 of this Agreement for more than thirty (30) calendar days, Pare shall be compensated for services performed and charges incurred prior to receipt from Client or issuance by Pare of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. Depending on the duration of the stoppage, an additional adjustment may be necessary to cover wage increases and general escalation. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) calendar days, Pare may, at its option, terminate this Agreement upon giving notice in writing to Client.

SECTION 16. DISPUTE RESOLUTION

16.1 Any disputes arising out of or relating to this Agreement, including disputes under termination, shall first be submitted to nonbinding mediation unless the parties mutually agree otherwise.

16.2 The parties further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

16.3 On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of the meeting. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties.

16.4 Any dispute not settled by agreement of the parties shall be decided by litigation in a court of the State of Rhode Island

SECTION 17. TERMINATION

17.1 Either Client or Pare may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay Pare for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

SECTION 18. TITLES

18.1 The titles in this Agreement are for general reference only and are not part of the Agreement.

SECTION 19. GOVERNING LAW



19.1 The laws of the State of Rhode Island will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of the State of Rhode Island.

SECTION 20. INTEGRATION

20.1 This Agreement comprises the final and complete agreement between Client and Pare. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Amendments to this Agreement, except as otherwise provided herein, shall not be binding unless made in writing and signed by both Client and Pare.

SECTION 21. SEVERABILITY AND SURVIVAL

21.1 Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Pare shall survive the completion of the services hereunder and the termination of this Agreement.

21.2 The failure by Pare or Client at any time to enforce or to seek strict compliance with any provision of this Agreement, or to exercise any right or remedy arising from the breach of any provision of this Agreement, does not constitute a waiver of that provision, or remedy, or any other provision of this Agreement or available remedy.

SECTION 22. SUCCESSORS AND ASSIGNS

22.1 Client and Pare each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

22.2 Neither Client nor Pare shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 23.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Pare from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist in the performance of services hereunder.

22.3 Nothing in this agreement shall be construed to give any rights or benefits to anyone other than Client and Pare.

SECTION 23. ENTIRE AGREEMENT

23.1 This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no verbal understandings, statements, or stipulations bearing upon the meaning or effect of this Agreement. This Agreement may only be modified or amended by a written instrument executed by both parties, except as may be otherwise provided herein.

(END)



Robert Sarkisian <robert.nantucket@gmail.com>

Angola

Timothy Lyford <Timothy.Lyford@nationalgrid.com>
To: Robert Sarkisian <robert.nantucket@gmail.com>

Fri, Feb 2, 2024 at 3:05 PM

To whom it may concern,

For your consideration regarding the proposed pole relocation at Angola and N Mill Street. If this pole and anchor were to be relocated to the west side of N Mill Street it would significantly improve the existing support it provides to the utility pole on Mill Street. This relocation, if completed, would shorten the existing overhead support wire by approximately 100 feet. An upgrade such as this would not only strengthen the existing support but also greatly enhance reliability to critical infrastructure in the area for decades to come.

Regards,

TIM LYFORD**nationalgrid****OPS ENGINEERING / DISTRIBUTION DESIGN**

100 E ASHLAND ST | BROCKTON, MA 02302

Office: 508-897-5722 | Fax: 508-232-7277

TIMOTHY.LYFORD@NATIONALGRID.COM

[Electrical Specifications](#)

From: Robert Sarkisian <robert.nantucket@gmail.com>
Sent: Friday, February 2, 2024 1:05 PM
To: Timothy Lyford <Timothy.Lyford@nationalgrid.com>
Subject: [EXTERNAL] Re: Angola

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe. If you suspect this email is malicious, please use the 'Report Phish' button.

Tim, I really appreciate your time yesterday. I put a stake where you thought a pole would best work per land bank.













2024 Task List

Status	Address	Description of Project
In Process	Cathcart Rd, 14	House Repairs
In Process	Masaquet & Pochick	Masaquet & Pochick Parking and Trail
In Process	Somerset Rd, 125 Various Structures	Solar Panel Feasibility Assessment
In Process	Various	Forest Management (Southern Pine Beetle/Fire/Bats)
In Process	Hummock Pond Rd, 166	New Greenhouse
In Process	Magnolia Stairs	Stairs to beach, Sconset
In Process	Easton St, 65 & 67	Raingarden & Park Enhancements
In Process	Miacomet Av, 91	Austin Woods Trails
In Process	Cisco Beach	Parking Lot Move
In process	Polpis Rd, 321	Parking Space and Property Improvements
In Process	Miacomet Pond	Dredging Planning
In Process	Wesco Pl, 8	Lily Pond Marsh Restoration & Park Improvements (Phase 3: Design Development & Permitting)
In Process	Wesco Pl, 8	SNEP Grant - Phase 1 Implementation (North Liberty Street Entrance)
Ready	Aurora Way, 17	Boardwalk
Ready	Sconset Connector Trail	Sconset Connector Trail
Ready	Western Av, 32	Property Improvements - Boardwalk
Ready	Western Av, 32	Property Improvements - Accessible Parking
Ready	Western Av, 32	Property Improvements - Landscaping
Ready	Warren's Landing Rd, 55	Pipe and Bulkhead Rebuild
In Permitting	Madaket Rd, 113 (Maxcy Pond)	Property Improvements
In Permitting	Somerset Rd, 125	Roof Replacement
In Planning	Somerset Rd, 125	Maintenance Facility Improvements (New Buildings)
In Planning	Orange St, 158 & 160 (Bachman/Ottison)	Bachman/Ottison Merging of 158 & 160 Orange
In Planning	Wauwinet Rd, 19	Greenhouse Repairs
In Planning	Mizzenmast Ext, 30	Repairs
In Planning	Polpis Harbor Rd, 4 (Craig/Holly Farm)	Parking Area and Road Improvements
In Planning	Codfish Park Rd, 4	Playground Improvements - Rubberized Tile Replacement
In Planning	Mill Hill Park	Botanical Garden/Healing Garden
In Planning	Hummock Pond Rd, 166	Renovation Planning
In Planning	Hummock Pond Rd, 160	Agricultural License Area Improvements & Farm Initiation
Design	Nobadeer Farm Rd, 7	NRSA - New Pickle Ball and Tennis Courts Planning
Design	Old South Rd, 50	New Community Garden (Hinsdale Park)
Design	Old South Rd, 50	Parking Lot Expansion
Design	Off Milestone (location may change)	Bike Park Planning
Design	East Creek Rd, 16 & 19 (Phase 1)	Property Improvements
Design	Washington St, 72-74	Park/Beach Access Improvements (Washington Street Working Group)
Not Started	Hummock Pond Rd, 201	Dock Permitting
Not Started	Moon Walk	CtoC Trail - Backwards
Not Started	TBA	XIH 2024

Not Started	Washington St, 70	Restore property once house is removed
Not Started	Off Milestone	Parking Area Improvements & Road Repairs
Not Started	Location TBD	Accessible Trail Planning
Not Started	Wauwinet Rd, 19	Property Improvements (Phase 2)
Not Started	Creeks Preserve	Maintenance Shed
Not Started	Wanoma Way	Stair Extension
Not Started	Meader St	Building Improvements - Convert to Year-Round Use
Not Started	Wesco Pl, 6	Barn Move
Not Started	Wyer's Way	Public Parking Space
Ongoing	Management Plan	Hinsdale & Milestone Corridor
Ongoing	Smooth Hummocks	Dirt roads sight line improvements
Ongoing	Environmental Annual Tasks	Cyclical Maintenance & Tasks



Nantucket Land & Water Council

Nantucket's Environmental Advocate

Six Ash Lane, PO Box 502, Nantucket, MA 02554
508.228.2818 | www.nantucketlandwater.org

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February 8, 2024

Neil Paterson, Chair
Nantucket Land Bank Commission
22 Broad Street
Nantucket, MA 02554

Re: Request for Support of ATM Article 45-Moorlands Management District Pool Prohibition

Dear Mr. Paterson and Members of the Commission,

I am writing to seek your support on the warrant article I submitted for this year's 2024 Annual Town Meeting, Article 45, which seeks to prohibit pools from being allowed within the Moorlands Management District (MMD). While I submitted this article as a private citizen, it is being supported by the Nantucket Land & Water Council.

As you are likely aware, the MMD is a special zoning district that was created many years ago with the specific intention of protecting the integrity of the moorland habitats that exist throughout this portion of the island. While much of the MMD is in fact permanently protected open space, a majority of which is owned by the Nantucket Land Bank (NLB) (see attached map), there are 20 lots within the MMD that are privately held residential lots. Section 139-13 of the Nantucket Zoning Bylaw (see attached) states as its purpose: "*It is the intention of this district to permit a type and integrity of use which is consistent with the long-term integrity of these special ecological systems.*" (see Section 139-13 attached)

Under the provisions of the Bylaw residential use is greatly restricted within the MMD which allows for one single-family dwelling unit not to exceed 800 square feet of ground cover, plus not more than 400 square feet in aggregate devoted to decks, covered porches, accessory buildings, or other impervious surfaces. A majority of the residential properties within the MMD have been grandfathered with dwellings and accessory structures that already exceed these thresholds. Currently swimming pools, hot tubs and spas are an allowed use within the MMD only with a Special Permit from the Planning Board.

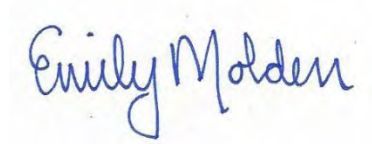
In recent years the Planning Board has heard several Special Permit applications in the MMD involving the installation of a swimming pool, the most recent of which was at 41 W Miacomet Avenue. In my capacity as Executive Director of the Nantucket Land & Water Council I opposed this proposed pool, and others, for a variety of reasons, all of which ultimately related to its impacts on the long-term ecological and scenic integrity of the fragile and rare grasslands and heathlands that exemplify the MMD (see attached comment letter dated July 31, 2023). More generally these concerns include visual impacts across a largely open landscape, additional noise from pool use and pool equipment, lighting impacts, and future management with discharge of pool water in sensitive areas. The NLB joined us in our opposition to the proposed pool at 41 W Miacomet Ave, and the Planning Board ultimately voted to deny it. As a result of discussions that took place throughout the Planning Board hearings I have submitted this article to permanently prohibit pools from the MMD. The Planning Board has also reviewed my article and has voted to give it a positive recommendation at Town Meeting.

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I plan to attend your meeting on February 13th to make this request in person and to answer any questions that you may have. I hope that the Commission will vote to also support this article which will help protect the future integrity of your holdings in Smooth Hummocks and Head of the Plains. These areas are true Nantucket sanctuaries the NLB's ongoing stewardship and careful management of their unique ecosystems is truly appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Emily Molden". The signature is written in a cursive, flowing style.

Emily Molden
Executive Director

Enclosures

Moorlands Management District - Green Area



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

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

Geometry updated 02/08/2024
Data updated Jan. 2021

Print map scale is approximate.
Critical layout or measurement
activities should not be done using
this resource.

§ 139-13. Moorlands Management District MMD.

- A. Purpose. The Moorlands Management District is established to protect areas of the island known to be excellent examples of temperate zone heath. Heaths and moorlands on Nantucket Island represent an extremely fragile and unique environment, and are a rare and endangered landform of North America. Along coastal areas, they may also include flood-prone areas, glacial valleys and coastal pond systems. It is the intention of this district to permit a type and integrity of use which is consistent with the long-term integrity of these special ecological systems. **[Amended 5-4-1993 ATM by Art. 43, AG approval 5-24-1993; 4-1-2017 ATM by Art. 73, AG approval 5-31-2017]**
- B. Permitted uses:
- (1) Conservation and recreation, including structures and uses accessory thereto.
 - (2) One single-family dwelling unit not exceeding 800 square feet of ground coverage, plus not more than 400 square feet area in the aggregate devoted to decks, covered porches, accessory buildings, or other impervious surfaces.
- C. Uses allowed by special permit with site plan review. The Planning Board is hereby designated the sole special permit granting authority for all uses, structures and extension or alteration of uses or structures within the Moorlands Management District, including, but not limited to the following: **[Amended 5-5-1992 ATM by Art. 40, AG approval 8-3-1992; 4-14-1997 ATM by Art. 49, AG approval 8-5-1997; 4-10-2002 ATM by Art. 36, AG approval 7-31-2002; 4-1-2017 ATM by Art. 73, AG approval 5-31-2017]**
- (1) One single-family dwelling unit exceeding 800 square feet of ground coverage, including structures and uses normally considered accessory thereto, may be allowed, provided that each special permit granted shall include conditions requiring the siting of structures and uses in a manner which minimizes potentially adverse effects on the moorlands environment and its scenic integrity.
 - (2) Subdivision of properties located within the Moorlands Management District shall require a special permit.

- (a) The issuance of a special permit for subdivision in the Moorlands Management District shall include conditions as to the layout of lots, the design and location of public improvements, and the establishment of permitted building envelopes, so as to minimize potentially adverse effects on the moorlands environment and its scenic integrity.
 - (b) The Planning Board shall have the authority to require clustering of lots as a condition for the issuance of the special permit in order to accomplish the above-stated objectives.
- D. **Site plan approval.** Prior to the issuance of a building permit for structures or uses permitted as a matter of right or by special permit in the Moorlands Management District, the Planning Board shall have the authority to review and approve the siting of said structure(s) on the lot in accordance with the following performance standards:
 - (1) To maximize the protection of endangered plant and animal species through the siting of structures and uses a maximum distance away from known or suspected habitats of such species, even when such habitats are located off-site; to minimize disturbance to such species by limiting construction activities to certain times of the year.
 - (2) To maximize the protection of scenic views through the siting of structures on lower elevations, and clustering of structures near other structures located off-site.
 - (3) To maximize protection of moorlands and heath-land vegetation and landforms through the use of various measures, including, but not limited to, limitations on grading, fencing, landscaping, driveway and parking facilities, and other physical disruptions to indigenous natural systems.
 - (4) The Planning Board may include conditions as part of the approval of such a site plan in order to assure conformance with the standards.
- E. Procedures. **[Amended 4-10-2000 ATM by Art. 46, AG approval 8-2-2000; 4-1-2017 ATM by Art. 73, AG approval 5-31-2017]**

- (1) Failure of the Planning Board to notify the Building Inspector of its action with respect to such application within 20 days of the application filing date shall be deemed approval of the application by the Planning Board.
- (2) The Building Inspector shall not accept a building or use permit application for land in the Moorlands Management District unless it contains either:
 - (a) The Planning Board's decision on the site plan review application; or
 - (b) Documentation in a form satisfactory to the Building Inspector that 20 days have elapsed from the date of submission of the site plan review application to the Planning Board without said Board having rendered a decision.



Nantucket Land Council

Nantucket's Environmental Advocate

Six Ash Lane, PO Box 502, Nantucket, MA 02554
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July 31, 2023

David Iverson, Chair
Nantucket Planning Board
2 Fairgrounds Road
Nantucket, MA 02554

Re: 41 W Miacomet Rd - Special Permit

Dear Chair Iverson and Members of the Planning Board,

The Nantucket Land Council is an environmental non-profit organization with a mission to help protect and preserve the land and water resources of Nantucket. We have reviewed the application materials for the Special Permit as proposed by 41 WMR Trust at 41 W Miacomet Road. We have also participated in several public hearings to date raising concerns with the application as proposed. We would like to make the following comments in writing for the record.

Moorlands Management District

The subject property is located in the Moorlands Management District (MMD). The MMD was originally established specifically to protect those areas of the island containing exemplary moorland and heathland habitats. The sandplain grasslands and heathlands found in these areas consist of a vegetation community that is globally rare, with a huge majority of these habitats found on Nantucket, Tuckernuck and Martha's Vineyard. As a globally rare habitat they contain and support a significant number of state and federally listed rare species. As stated in Nantucket's Zoning Bylaw ("the Bylaw") Section 139-13 (A), *"It is the intention of this district to permit a type and integrity of use which is consistent with the long-term integrity of these special ecological systems"*.

Section 139-13 (D) of the Bylaw, Site Plan Approval, sets criteria for specially permitted structures and uses in the MMD that includes maximizing the protection of endangered species, scenic views, and the moorlands and heathlands vegetation and landforms. Our Counsel to the Nantucket Land Council has issued a written zoning opinion, which I've enclosed and is incorporated by reference.

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Proposal and Impacts

The applicant is seeking a Special Permit for the alteration of an existing dwelling, accessory structures and uses including the construction of a swimming pool, and the relocation of a portion of the existing driveway. Under Section 139-13 (B) of the Bylaw, properties in the MMD are permitted one single-family dwelling of not more than 800 square feet, plus not more than 400 square feet in the aggregate of decks, covered porches, accessory structures or other impervious surfaces. The pre-existing nonconforming single-family dwelling already consists of 1,461 square feet, with 1,654 square feet of additional decks, accessory structures and/or impervious surfaces.

Swimming Pool

The applicant is proposing to install a new swimming pool, which equates to an additional impervious surface, with an unclear area of impervious surface surrounding the pool edge. According to the specific provisions of 139-13 of the Bylaw this additional impervious surface is not permissible in the MMD. While there is proposed to be a reduction of impervious surfaces on other portions of the property, it is not enough of a reduction to meet the maximum 400 square feet. In addition, siting a swimming pool of any size in this location will result in a number of other adverse impacts associated with its use. These include noise, lighting, and pool maintenance, which are contrary to the intention and restrictions of this district.

Driveway Realignment

The applicant is also proposing to realign the driveway, which will require disturbance of at least 950 square feet of natural vegetation. While the proposal includes significant revegetation of previously disturbed areas and/or existing lawn, which could be permitted if it meets the Bylaw provision for this district, no additional disturbance of existing native vegetation should be allowed. The proposal may have received a determination by the MA Natural Heritage and Endangered Species Program (NHESP) that it will not result in a "Take" of state listed rare species pending compliance with specific conditions, but it is very important to remember that they use a very different set of criteria for their review than exists in the Nantucket Zoning Bylaw.

The proposed work will result in a direct impact to the surrounding rare and unique habitat. The Bylaw clearly defines the purpose of the MMD to protect the long-term integrity of these ecosystems. Native vegetation found in this area, even those species not specifically considered rare, comprises a very important component of these protected areas. Common woody shrubs such as scrub oak, bayberry and huckleberry, for example, provide important cover for hunting Northern Harriers (a state-listed bird of prey), and create a mosaic across the landscape that adds great value to these globally rare habitats.

Conclusion

The work proposed at 41 W Miacomet Road, specifically the construction of the pool or other impervious surfaces and the disturbance of native vegetation for the driveway realignment, does not meet the standards set out in the Bylaw for the Moorlands Management District. Any permitted uses must be consistent with the long-term integrity of this special ecosystem. There is no set of conditions that would protect the interests set out in the MMD which the Planning Board, as the special permit granting authority, are charged to protect. Accordingly, the Board should vote to deny this special permit as proposed.

Thank you for your time.

Sincerely,

A handwritten signature in blue ink that reads "Emily Molden". The signature is written in a cursive style with a large, stylized 'E' and 'M'.

Emily Molden
Executive Director

Enclosure



TO: Emily Molden

FROM: Dennis A. Murphy, Esq.

DATE: July 31, 2023

RE: Swimming pools in Moorlands Management District (MMD) on Nantucket

Swimming pools are not a permitted use by right in the MMD. They may be allowed by special permit as accessory to a single family dwelling if certain criteria are met. The zoning bylaw designates the Planning Board as the special permit granting authority for the MMD. (§ 139-13.C)

As with any special permit, all of which are discretionary, it must be “in harmony with the general purpose and intent” of the bylaw (§ 139-30.A(1)), and the board has the authority to “approve, conditionally approve or disapprove applications for special permits” (§ 139-30.E(1)).

The purpose of the MMD bylaw is to protect the “extremely fragile and unique environment, and [] a rare and endangered landform”, where any approved structures and uses must be “consistent with maintaining the long term integrity of these special ecosystems.” (§ 139-13.A)

Permitted uses in the MMD allow by right only conservation and recreation, as well as a small single family dwelling of up to 800 square feet and no more the half that square footage (400 sq.ft.) in total additional “decks, porches, accessory buildings or other impervious surfaces.” (§ 139-13.B) Swimming pools are impervious structures accessory to a dwelling. (§ 139-2, defining “Accessory Uses”, “Impervious” and “Swimming Pool – Residential”)

By special permit, a dwelling in the MMD may exceed 800 square feet, including accessory structures, if it can be sited to “minimize[] potentially adverse effects on the moorlands environment and scenic integrity.” (§139-13.C(1)) Nothing in the text of the bylaw explicitly grants authority to exceed the aggregate limit of 400 square feet for accessory structures and impervious surfaces, including pools. So, a strict reading would suggest that any pool must comply with the 400 square foot aggregate limit on accessory structures and impervious surfaces.

Even if the bylaw were interpreted to authorize special permit granting authority to exceed the 400 square foot limit for accessory structures and uses, that figure should guide the board’s discretion, which must be exercised to effectuate the purpose and intent of the MMD bylaw to preserve one of the most “endangered landform[s] of North America,” according to the bylaw. (§ 139-13.A)

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

1. January 2024 Transfers – Record Nos. 46170 through 46241

a. Current “M” Exemption and Lien:

No. 46234 Heather Nardone

b. Current “O” Exemption and Lien:

No. 46216 Boyan Dimitrov and Monika Dimitrov

c. “M” Exemption Update: Execute Subordination Agreement

No. 42193 Hristo Rashkov and Karina Rashkov

Nantucket Islands Land Bank

Transfers by Month Report

No.	DATE	MAP	PAR	LOCATION	BUYER	SELLER	R	B	V	O	AC	PRICE	PAID	EX
46170	1/2/2024	0038	062	RIDGE LN, 47	RICHARDS	RICHARDS	-1	0	0	0	0.32	\$0.00	\$0.00	B
46171	1/2/2024	0038	062	RIDGE LN, 47	RICHARDS FAMILY IRRE	RICHARDS	-1	0	0	0	0.32	\$0.00	\$0.00	D
46172	1/2/2024	4233	160	STARBUCK CT, 1	ONE STARBUCK LLC	LARSEN	-1	0	0	0	0.21	\$0.00	\$0.00	C
46173	1/2/2024	4241	762	SWAIN ST, 15, C2	ARMATA	MAYSA	0	0	0	-1	0.00	\$1.00	\$0.02	
46174	1/2/2024	7324	039+	CODFISH PK, 10	HIGH TIDE INVESTMENT	GOLDSMITH	-1	0	-1	0	0.25	\$2,100,000.00	\$42,000.00	
46175	1/3/2024	0087	074	WESTERN AV, 20	THE WAY IT WAS LLC	HEYDT	-1	0	0	0	0.86	\$0.00	\$0.00	I
46176	1/3/2024	0012	023	CROWS NEST WY, 1-	HORNBEAM AND BEACHNU	HORNBEAM AND BEACHN	-1	0	0	0	1.86	\$0.00	\$0.00	C
46177	1/3/2024	4234	114	LIBERTY ST, 22	22 LIBERTY STREET TR	22 LIBERTY STREET TR	-1	0	0	0	0.17	\$0.00	\$0.00	C
46178	1/4/2024	0029	103	WALSH ST, 40	RH 40 WALSH ACK LLC	MURPHY	-1	0	0	0	0.07	\$2,900,000.00	\$58,000.00	
46179	1/4/2024	6021	055	MADAKET RD, 301	RUTH H KLINCK 2015 R	KLINCK	-1	0	0	0	0.28	\$0.00	\$0.00	D
46180	1/5/2024	0924	285	SANDBURY RD, 15	15SR LLC	15 SANDBURY ROAD LL	0	0	-1	0	0.56	\$2,786,666.00	\$55,733.32	
46181	1/5/2024	0924	284	SANDBURY RD, 13	13SR LLC	13 SANDBURY ROAD LL	0	0	-1	0	0.28	\$1,393,334.00	\$27,866.68	
46182	1/9/2024	4232	002	RAYS CT, 6	6 RAYS COURT NOMINEE	6 RAYS COURT NOMINEE	-1	0	0	0	0.11	\$0.00	\$0.00	D
46183	1/9/2024	4232	003	JUDITH CHASE LN, 3	3 JUDITH CHASE LANE	4 RAYS COURT NOMINEE	-1	0	0	0	0.09	\$0.00	\$0.00	C
46184	1/9/2024	4232	003-	JUDITH CHASE LN, 3	3 JUDITH CHASE LANE	4 RAYS COURT NOMINEE	-1	0	0	0	0.03	\$0.00	\$0.00	C
46185	1/9/2024	4232	003-	RAYS CT, 4, LOT A	4 RAYS COURT NOMINEE	3 JUDITH CHASE LANE	-1	0	0	0	0.03	\$0.00	\$0.00	C
46186	1/9/2024	4232	004-	JUDITH CHASE LN, 1	4 RAYS COURT NOMINEE	2021 GIFT TRUST FBO	0	0	-1	0	0.01	\$0.00	\$0.00	C
46187	1/9/2024	5544	087+	NEW MILL ST, 11, 13	KILMARTIN FAMILY IRR	JOHN D KILMARTIN, II	-1	0	0	0	0.15	\$0.00	\$0.00	D
46188	1/9/2024	0055	4227	POLLIWOG POND RD, 16	GOLDMAN	CARLSON	-1	0	0	0	0.24	\$2,250,000.00	\$45,000.00	
46189	1/9/2024	0056	443	AURORA WY, 10	RODGERS	DRIFTWOOD PROPERTIES	-1	0	0	0	0.18	\$4,650,000.00	\$93,000.00	
46190	1/9/2024	6021	021	TENNESSEE AV, 6	SONJA ANDERSON LIVIN	ANDREW O'BRIEN LIVIN	-1	0	0	0	0.14	\$0.00	\$0.00	D
46191	1/10/2024	0593	048	STARBUCK RD, 41	JEMCATS LLC	DENNIS J CARD REVOCA	-1	0	0	0	0.59	\$0.00	\$0.00	C
46192	1/11/2024	0041	1773	SARATOGA LN, 4	FOUR PEARLS LLC	ARSENAULT	-1	0	0	0	0.12	\$0.00	\$0.00	I
46193	1/11/2024	0038	010	MADAKET RD, 231	SWIFT	231 MADAKET LLC	-1	0	0	0	2.60	\$0.00	\$0.00	J
46194	1/11/2024	0067	920+	WAITT DR, 5, 7, 9	HABITAT FOR HUMANITY	TOWN OF NANTUCKET	0	0	-1	0	0.36	\$0.00	\$0.00	G
46195	1/12/2024	0027	041	SHAWKEMO HILLS LN, 3	COTTO	WOLFF PRINCE NOMINEE	-1	0	0	0	2.43	\$6,550,000.00	\$131,000.00	
46196	1/12/2024	0075	030	LOW BEACH RD, 81	81 LBR LLC	81 LOW BEACH ROAD LL	-1	0	0	0	2.75	\$11,000,000.00	\$220,000.00	
46197	1/12/2024	0071	039	CRESTWOOD CI, 3	BITTERMAN/TAHIRAK	DAY/GAGE	-1	0	0	0	2.75	\$4,000,000.00	\$80,000.00	
46198	1/16/2024	0014	044	VILLAGE WY, 7	KOPFLER	7 VILLAGE WAY LLC	-1	0	0	0	0.30	\$0.00	\$0.00	J

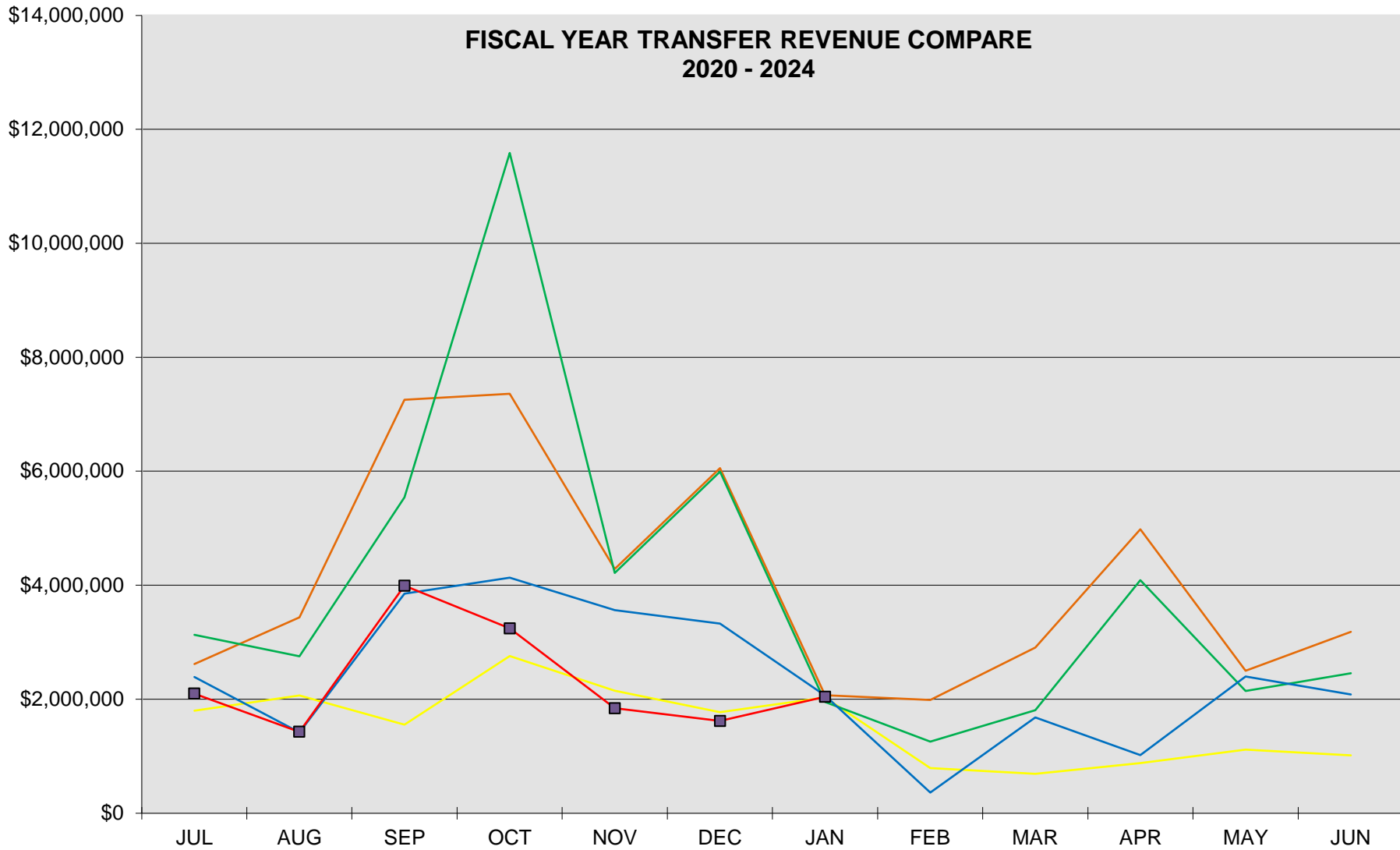
No.	DATE	MAP	PAR	LOCATION	BUYER	SELLER	R	B	V	O	AC	PRICE	PAID	EX
46199	1/16/2024	0080	139	MASQUET AV, 23	RMM LEMONADE LLC	WHELAN	-1	0	0	0	1.32	\$6,705,000.00	\$134,100.00	
46200	1/16/2024	0068	718	EVERGREEN WY, 13R	UNMATCHED PROPERTIES	GEDDES	0	0	-1	0	0.92	\$1,000,000.00	\$20,000.00	
46201	1/17/2024	0080	061	CORREIA LN, 4	DUNCOMBE	DUNCOMBE, EST, KATHL	-1	0	0	0	1.41	\$0.00	\$0.00	E
46202	1/17/2024	0038	114	WARRENS LANDING, 32,	DANIEL W DRAKE REVOC	DRAKE	-1	0	0	0	3.85	\$0.00	\$0.00	D
46203	1/17/2024	4223	029	UNION ST, 44	DIANE W B COOMBS IRR	COOMBS	-1	0	0	0	0.31	\$0.00	\$0.00	D
46204	1/17/2024	0055	135	SURFSIDE RD, 22	ELIZABETH ANN MORRIS	MORRIS	-1	0	0	0	0.34	\$0.00	\$0.00	D
46205	1/17/2024	0028	004	COATUE	ELIZABETH ANN MORRIS	MORRIS	0	0	-1	0	1.40	\$0.00	\$0.00	D
46206	1/17/2024	0041	3961	NEW LN, 20	YOUNG	20 NEW LANE REALTY T	-1	0	0	0	0.12	\$4,350,000.00	\$87,000.00	
46207	1/18/2024	0066	356	LUFF RD, 8	SCURLOCK/EGAN/NORCRO	WASIERSKI, JR	-1	0	0	0	0.36	\$0.00	\$0.00	K
46208	1/18/2024	0030	143	GRANT AV, 5	SEAHORSE LANE LLC	GOLDENEYE LLC	-1	0	0	0	0.42	\$26,000,000.00	\$520,000.00	
46209	1/18/2024	0593	017	ARKANSAS AV, 80	GUTHRIE	KING, EST, BARBARA R	0	0	0	-1	0.00	\$9,000.00	\$180.00	
46210	1/19/2024	0091	023	TOM NEVERS RD, 101	ANNE M FISCHER TRUST	FISCHER	-1	0	0	0	0.51	\$0.00	\$0.00	D
46211	1/19/2024	0079	084	LOVERS LN, 46	46 LOVERS LANE TRUST	46 LOVERS LANE TRUST	-1	0	0	0	0.75	\$0.00	\$0.00	D
46212	1/19/2024	0079	004+	SKYLINE DR, 8, 6-	CBE SKYLINE NOMINEE	ENGELHARD	-1	0	-1	0	10.76	\$0.00	\$0.00	D
46213	1/19/2024	0079	048	SKYLINE DR, 60	ERIKA D MOONEY LIVIN	MOONEY	-1	0	0	0	2.70	\$0.00	\$0.00	K
46214	1/23/2024	0056	110	SOMERSET RD, 33	33 SOMERSET REALTY T	BEATEY	-1	0	0	0	1.99	\$0.00	\$0.00	D
46215	1/23/2024	0015	029	POCOMO RD, 58	ST PIERRE REALTY TRU	ST PIERRE	-1	0	0	0	2.76	\$0.00	\$0.00	D
46216	1/23/2024	0068	864	HONEYSUCKLE DR, 15	DIMITROV	NANTUCKET PROPERTY O	-1	0	0	0	0.09	\$881,750.00	\$0.00	O
46217	1/23/2024	7331	040	MOREY LN, 11	MARIANNE H FELCH TRU	FELCH, EST, MARIANNE	-1	0	0	0	0.46	\$0.00	\$0.00	E
46218	1/23/2024	7331	040	MOREY LN, 11	SULLIVAN, JR	ROBERT D FELCH TRUST	-1	0	0	0	0.46	\$5,950,000.00	\$119,000.00	
46219	1/25/2024	4241	107	WILLARD ST, 16	SEA COTTAGE LLC	BEPLER	-1	0	0	0	0.12	\$0.00	\$0.00	I
46220	1/25/2024	0056	1134	WAMASQUID PL, 5	BARBARA B CONSTANTIN	CONSTANTINE	-1	0	0	0	1.15	\$0.00	\$0.00	D
46221	1/25/2024	4243	1191	W CHESTER ST, 22	22 WEST CHESTER REAL	MAGGIE WESTCHESTER T	-1	0	0	0	0.24	\$7,250,000.00	\$145,000.00	
46222	1/26/2024	7324	035	MAIN ST, 4	VILLAGE KEEPERS LLC	SCONSET MARKET REALT	-1	0	0	0	0.08	\$5,200,000.00	\$0.00	G
46223	1/26/2024	0032	016+	EEL POINT RD, 73, 76	DIONIS REALTY TRUST	DIONIS REALTY TRUST	-1	0	-1	0	17.39	\$0.00	\$0.00	E
46224	1/26/2024	0041	305	MADAKET RD, 22	CHARLES/KAREN ERNST	ERNST, IV	-1	0	0	0	0.10	\$0.00	\$0.00	D
46225	1/29/2024	0068	128+	HONEYSUCKLE DR +	NANTUCKET PROPERTY O	NANTUCKET PROPERTY O	0	0	-1	0	4.04	\$565,512.18	\$11,310.24	
46226	1/29/2024	0068	128+	HONEYSUCKLE DR +	NANTUCKET PROPERTY O	NANTUCKET PROPERTY O	0	0	-1	0	4.04	\$339,307.31	\$6,786.15	
46227	1/29/2024	0068	128+	HONESUCKLE DR +	NANTUCKET PROPERTY O	NANTUCKET PROPERTY O	0	0	-1	0	4.04	\$226,204.87	\$4,524.10	
46228	1/29/2024	0068	128+	HONEYSUCKLE DR +	NANTUCKET PROPERTY O	NANTUCKET PROPERTY O	0	0	-1	0	4.04	\$226,204.87	\$4,524.10	
46229	1/29/2024	0068	128+	HONEYSUCKLE DR +	NANTUCKET PROPERTY O	NANTUCKET PROPERTY O	0	0	-1	0	4.04	\$226,204.87	\$4,524.10	
46230	1/29/2024	0068	128+	HONEYSUCKLE DR +	NANTUCKET PROPERTY O	NANTUCKET PROPERTY O	0	0	-1	0	4.04	\$226,204.87	\$4,524.10	

No.	DATE	MAP	PAR	LOCATION	BUYER	SELLER	R	B	V	O	AC	PRICE	PAID	EX
46231	1/29/2024	0068	128+	HONEYSUCKLE DR +	NANTUCKET PROPERTY O	NANTUCKET PROPERTY O	0	0	-1	0	4.04	\$1,017,921.92	\$20,358.44	
46232	1/29/2024	0068	128+	HONEYSUCKLE DR +	NANTUCKET PROPERTY O	NANTUCKET PROPERTY O	0	0	-1	0	4.04	\$226,204.87	\$4,524.10	
46233	1/29/2024	0068	128+	ADJ TO #46225 -46232	NANTUCKET PROPERTY O		0	0	0	0	0.00	\$0.00	\$0.00	
46234	1/29/2024	0594	041	ARKANSAS AV, 74	NARDONE	TERINO	-1	0	0	0	0.05	\$970,000.00	\$0.00	M
46235	1/29/2024	0056	346	FRIENDSHIP LN, 21	HUDSON	HUDSON	0	0	0	-1	0.00	\$350,000.00	\$0.00	K
46236	1/29/2024	4232	144	UNION ST, 36	36 UNION TRUST	FINNEY	-1	0	0	0	0.10	\$3,500,000.00	\$70,000.00	
46237	1/29/2024	0056	813	HUMMOCK POND RD, 47	JENA/KAPOOR	HAWTHORNE PARK LLC	-1	0	0	0	0.19	\$4,500,000.00	\$90,000.00	
46238	1/30/2024	4241	737	SWAIN ST, 15, A7	BICKNELL	ETNA	0	0	0	-1	0.00	\$6,000.00	\$120.00	
46239	1/31/2024	5541	069	PINE ST, 38	HART PINE NOMINEE TR	POMERANZ/O'BRIEN, JR	-1	0	0	0	0.07	\$2,225,000.00	\$44,500.00	
46240	1/31/2024	0040	072	SWIFT ROCK RD, 15	NANTUCKI MADHE LLC	TARSHI	-1	0	0	0	1.00	\$0.00	\$0.00	I
46241	1/31/2024	0066	212	DOC RYDER DR, 7	NINA TALLON REVOCABL	TALLON	-1	0	0	0	0.45	\$0.00	\$0.00	D
GRAND TOTALS							-53	-17				\$109,580,516.76		
							0	-4			102.25	\$2,043,575.35		

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 JAN 23	616	336	280	\$1,095,366,934	\$1,035,512,879	\$20,740,460
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						
Mar-24						
Apr-24						
May-24						
Jun-24						
THRU JAN 24	560	326	234	\$848,541,655	\$813,078,889	\$16,261,780
Average	80	47	33	\$121,220,236	\$116,154,127	\$2,323,111
Low	64	32	26	\$78,042,000	\$71,417,000	\$1,428,340
High	101	56	47	\$199,648,798	\$199,548,798	\$3,990,976

FISCAL YEAR TRANSFER REVENUE COMPARE

2020 - 2024



**SECOND AMENDMENT TO
AGREEMENT FOR SALE OF PERSONAL PROPERTY**

This Second Amendment is made as of the ____ day of February, 2024, by and between **Nantucket Islands Land Bank** (the “Seller”); and **Nantucket Boat Basin LLC** (the “Buyer”).

RECITALS

WHEREAS, the Seller and Buyer are all the parties to a certain Agreement for Sale of Personal Property dated November 1, 2022, as amended by that certain First Amendment to Agreement for Sale of Personal Property dated as of March 28, 2023 (as amended, the “Sale Agreement”); and

WHEREAS, the parties have agreed to extend the deadline for permitting to March 1, 2024, and to revise the schedule for moving the Building accordingly.

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

1. The date “October 16, 2023” in the first paragraph within Section 4 of the Sale Agreement is hereby revised to “March 1, 2024”.
2. The first sentence of the second paragraph within Section 4 is restated as follows:

“Buyer shall provide Seller with a written report about the general status of Buyer’s efforts to obtain permits and approvals in January 2023 and monthly thereafter until all permits and approvals are obtained.”
3. Paragraph 9 of the Sale Agreement is hereby deleted and replaced entirely with the following:

9. Removal Deadline. The Buyer shall remove the Building and restore the Premises no sooner than April 15, 2024 (the "Removal Deadline"), unless the parties mutually agree that the Building may be removed at an earlier date. Buyer shall complete the removal of the Building within one week of the Removal Deadline unless Buyer is delayed by inclement weather or the vacating tenant, in which event, Buyer shall have up to three additional weeks to complete the removal of the Building (the “Final Removal Deadline”). All debris and materials related to the Building shall be removed from the Premises at Buyer’s sole expense.
4. The date “January 16, 2024” in Section 11 is hereby revised to “May 15, 2024.”
5. Except as hereby amended, the Sale Agreement shall remain in full force and effect as originally stated.

WITNESS OUR HANDS AND SEALS as of the date first above-named.

SELLER

Nantucket Islands Land Bank

Jesse Bell, Executive Director
Hereunto Duly Authorized

BUYER

Nantucket Boat Basin LLC

By: Nantucket Holdings LLC
Its Manager

By: NED Manager LLC
Its Manager

By _____
Douglass E. Karp
Its Manager
Hereunto Duly Authorized



2024 Tournament Schedule

Red = Member's only / Blue = Open to Public / Green = Closed Sign Up

May

Saturday, May 18 - Gary Da Silva Tournament - 12:00 – 2:00

Sunday, May 19 - Gary Da Silva Tournament - 7:30 – 9:30

Tuesday, May 21 - NEPGA New England Series Amateur Tournament - 1:00

Wednesday, May 22 - NEPGA New England Series Amateur Tournament - 9:00

June

Saturday & Sunday June 1 & 2 - Men's Club Championship – Week 1

Tuesday, June 4 - NE Superintendents 9:00 Shotgun

Saturday & Sunday June 8 & 9 - Men's Club Championship – Week 2

Monday, June 10 - Barloopa Tournament 10:00 Shotgun

Thursday, June 13 - NEPGA Spring Invitational - 8:00 – 2:00

Sunday, June 16 - The Harvey Foundation Tournament

July

Monday, July 15 - Miacomet Women's Invitational - 9:00 Shotgun

Friday, July 26 – Sunday July 28 - Women's Club Championship

August

Wednesday, August 14 - Member Appreciation Party – No Golf

September

Thursday, September 5 - Men's Member/Guest Practice Round & Stag Dinner

Fri, Sat & Sun September 6 – 8 - Men's Member/Guest

Tuesday, September 10 Ladies Interclub@ Sankaty Head - 9:00

Monday & Tuesday September 9 & 10 Aeration

October

Wednesday, October 2 - Shotgun NEPGA Island Classic - 12:00

Thursday, October 3 - Shotgun NEPGA Island Classic - 8:30

Monday, October 7 - Dan O'Callahan Invitational – Double Shotgun

Sunday, October 20 - Nantucket Youth Hockey - 9:00 Shotgun



APPLICATION FOR THE INSTALLATION OF COMMEMORATIVE PLAQUES,
BENCHES, ROCKS, & TREES ON NANTUCKET LAND BANK PROPERTIES

APPLICANT NAME: Trish Pastuszek on behalf of Nntekt birders et al.
MAILING ADDRESS: 215 Madaket Rd
NANTUCKET ADDRESS: 02554
TELEPHONE: (860)-558-6869 cell (508)-228-9260 home ()- - work
E-MAIL: pmpastuszek@comcast.net

Name of Person(s) on Plaque: Edie Ray
Please describe the connection of the person(s) to the preferred location:
Preferred location is 80 Miacomet Ave. Edie lived at #60. She
birded and walked her dogs there. It's a great spot for birding.

Please check type of plaque¹ etc... :

- ☐ Plaque on existing bench ☐ New bench with plaque ☒ Engraved New Rock
☐ Plaque on existing tree ☐ Plaque on new tree
☐ OTHER: _____

Wording on rock: Please see attached (p.2)
We will provide template for Piping Plover tracks (mine ^{are} ~~are~~ crude)
We would like to be included in the placement of the rock.
(It can't be bigger than Vern's @ East Creek!!! :)) Thank you!

Approved/Denied: _____ Date: _____

Executive Director

Comments: _____

¹ Land Bank Staff should be consulted as to type of plaque, bench, rock, and tree to ensure compatibility with the environment of the preferred location.

In fond memory of

Edie Ray

1954-2023



Birder extraordinaire, compassionate protector of
creatures big and small, winged, flippered,
two-legged or four. She cared for them all.