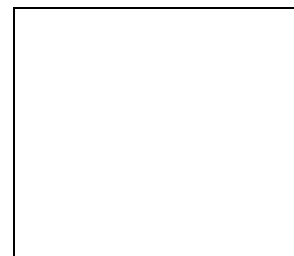




MEETING POSTING

TOWN OF NANTUCKET

Pursuant to MGL Chapter 30A, § 18-25
All meeting **notices and agenda** must be filed and time stamped with the
Town Clerk's Office and posted at least 48 hours prior to the meeting
(excluding Saturdays, Sundays and Holidays)



Committee/Board/s	Nantucket Roads and Right of Way Committee
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Day, Date, and Time	Tuesday, March 21, 2023 at 4:00 p.m.
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Location / Address	Via Zoom with Remote Participation The meeting will be aired at a later time on the Town's Government TV YouTube Channel https://www.youtube.com/channel/UC-sgxAlfdoxteLNzRAUHixA
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Signature of Chair or Authorized Person	Bill Grieder, Chairman
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AGENDA

Please list below the topics the chair reasonably anticipates will be discussed at the meeting

NANTUCKET ROADS & ROW COMMITTEE AGENDA

Tuesday, March 21st 2023 at 4 p.m.

Join Zoom Meeting

<https://us06web.zoom.us/j/85317176985?pwd=cWNGR2VDOGtBNVNIbmlpWmlvK1FLdz09>

Meeting ID: 853 1717 6985

Passcode: 585175

Mobile – voice only (305) 224-1968

Public Comment.

1. Approval of minutes from **February 21st, 2023**
2. Francis Street Beach Concession Lease
3. Harbor Walk Access Points – Lee Saperstein
4. ATM Article 71 Bike Path – Bruce Mandel
5. Public Way Monument Materials + Land Bank involvement update: Allen Reinhard
6. Update on a long-time project of RROW: new walking trails across the island: Allen Reinhard
7. Old, New or Other business and member comments

Adjourn, Next meetings: **only via ZOOM 4:00 April 18, 2023**

Roads & ROW Ongoing Projects List:

Public Way Monument Project: (Lee & Allen & Snookie)

Install remaining monuments at Sconset Footpath, Hulbert Ave., and other locations

- Need scheduling with DPW

Update file of existing monuments

- In progress

Move monuments at Westchester St. Ext. & Crooked Lane

- Allen Reinhard coordinating with Land Bank

Sidewalk Projects: (Lee & Allen)

Prospect St. (sidewalk to Upper Vestal St.) to Madaket bike path

- Referred to Transportation Planner

Cliff Rd. Coffin Park to bike path at Sherburne Tpk.

- Request sent to Selectboard to add to future sidewalk list

Pleasant St. Gardner Perry Lane to Williams St.

- Referred to Transportation Planner

Lovers Lane Bike path/ road reconstruction

- Bids received over budget – need additional funding

Follow implementation of downtown sidewalk improvements

- Updates provided by DPW representative to RROW

Bike/Pedestrian connection from Surfside to Hummock Pond to Madaket paths

- Land takings completed – needs Town Meeting funding

Chapter 91 Monitor Project: (Lee, Rick, Phil)

GIS department head Nathan Porter working to make available online

Harbor Walk Project, list of permits and approvals

- Plan presented to Selectboard – ReMain Nantucket providing assistance

Identify Chapter 91 licenses along route for the Harbor Walk

- In progress

Locate other locations on waterfronts requiring licenses

- Request sent to ConCom to copy RROW on any received applications or notices

Nantucket Greenway and Trail System Project: (Allen, Lee)

Nantucket Central Railroad trail map of existing portions of route

- Locations identified at Easy Street, Washington Street extension, Naushop development and Bayberry Commons to Surfside

Island Trail Map with all walking trails

- In progress

Sconset Bluff Walk Review: (Allen, Ed, Nat)

- Subcommittee reviewing: possible recommendations

- Update sign verbiage – Increase sign locations – Adjust hours open to the public - Identify maintenance issues - Identify encroachments – Activity monitoring - Survey path boundaries

The proposed Article only addresses 2 things:

1. Updates the list of motorized vehicles and devices that are not supposed to be on sidewalks.
2. Equates sidewalks with bike paths, side paths, shared use paths or multiuse paths to give users the same safety level as we provide for users of sidewalks.

Chapter 98

Chapter 98 Motorized Passenger Devices prohibits motorized vehicles from being used on sidewalks and was adopted by Article 54 of the Annual Town Meeting of 4-12-2004 and approved by the State Attorney General on 9-3-2004.

Chapter 98 was created almost two decades ago for the safety of our citizens and visitors to protect the users of sidewalks and other public ways from the motorized personal vehicles. At the time, the concern was motorized scooters, skateboards, Segways. Since that time two important changes to our community have developed:

- A The Chapter's list of devices created two decades ago needs to be updated because more types of motorized personal devices have been put into use due to new technologies.
 - B Of Nantucket's more than 250 miles of roads, there are 31 miles bike paths / multi-use paths now referred to as side-paths.
 - C Bike paths were never intended to be used by motorized vehicles.
- The proposed Article 71
 - Makes no changes to the existing language of Chapter 98.
 - Does not delete any existing language.
 - Does not re-write Chapter 98.
 - Does not adversely affect businesses.
 - No anticipated additional costs to Town associated with the Article.
 - Enforcement remains passive as stated in Chapter 98.
 - The Madaket Conservation Association has endorsed the Article's intent to protect users of the Madaket side path, where there have been incidents of pedestrians being struck by motorized vehicles on the path.
 - The Article was discussed at the Civic League's annual presidents meeting and received endorsement.
 - The list of motorized personal vehicles proposed to be included in Chapter 98 are:
 - Scooters (two seated vehicles)
 - Mopeds (single seat vehicles)
 - One wheel roller boards – Maximum speed up to 22MPH or more

- Self-balancing unicycles and scooter (skate) boards
 - Razor boards (boards with handlebars and throttle speed controls
 - Powered bicycles.
- Speed specifications for these of listed devices range between 12 and 40 MPH. Walkers travel 3 to 3-1/2 MPH. Motorized vehicles listed are legally allowed to use roads.

Reference material examples supporting not mixing motorized vehicles with pedestrians

- In Netherlands, which has the highest density of non-motorized bicycle usage in Europe, motorized bicycles are not permitted to use bike paths.
- In New York City's Central Park, where on weekends the Park is turned over for walking, bicycling, pedestrians using baby strollers, wheelchairs, and rollerbladers – motorized vehicles such as those listed are prohibited.



LEASE AGREEMENT BETWEEN TOWN OF NANTUCKET AND SEA NANTUCKET, LLC

THIS AGREEMENT made effective February 15, 2023, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Town Administrator, with offices at Town Hall, Nantucket, Massachusetts 02554 (hereinafter called the "TOWN"), and **SEA NANTUCKET, LLC** whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "Leasee").

I. Scope of Agreement

These specifications set forth the conditions under which a lease is to be made between the, for the operation of a concession facility at Francis Street Beach. Areas included are called the "Premises," are listed on the Reference Data Page contained herein, and are shown as indicated on Exhibit A. The Leasee is also responsible for custodial maintenance of the entire area of Francis Street Beach. The Town of Nantucket's agent will be the Procurement Office or his/her designee.

II. Concession Fee and Other Charges.

A. Concession Fee: The Leasee shall pay an annual Concession Fee to the Town of Nantucket in the amount set forth on the Bid Form attached to this Agreement as Exhibit C for each occupancy period during the term hereof. Concession Fee shall be payable in two equal installments, the first due on or before July 1 and the second due on or before August 1 of each year. The Town through its Finance Department will invoice the Leasee the amount set forth in Exhibit C thirty (30) days before the due date.

B. Personal Property Tax Assessments. Personal Property tax assessments may be made by the Nantucket Assessor's office. The Leasee is responsible for payment of these bills, and for filing abatement if appropriate.

C. Security Deposit. The Leasee shall file with the Town of Nantucket a \$1,000 security deposit, refundable at the end of the term, with interest, after determination that the Leasee has fulfilled all of the terms of the lease and left the Premises in adequate condition, as determined by the Town.

D. Electricity Deposit. The Leasee is responsible for payment of whatever amount, as determined by the Electric Company, may be required for deposit for electric service to the premises.

E. Water Deposit. The Leasee is responsible for payment of \$100 or whatever other amount, as determined by the Water Company, may be required for deposit for water service to the premises.

F. Landfill and Sewer User Fees. The Leasee is responsible for payment of these fees as they become due for

the Premises.

G. Other Fees and Utilities. The Leasee shall also be responsible for all licensing fees as determined by the Town of Nantucket, all utilities, and all other costs associated with the operation of the Premises except as specifically provided herein.

III. Term of Agreement

The term of this agreement shall commence on March 1, 2023 and expire on November 31, 2027 unless terminated in accordance with the provisions herein. During the term, the Leasee shall be permitted to occupy the Premises only during the Occupancy periods, which run from the third weekend in May through the third weekend in October of each calendar year.

IV. LEASEE's Obligations

A. Operation

1. Concession Facility. Leasee agrees to operate a Concession facility for the rental of kayaks and/or non-motorized boats (exclusive of windsurfers and kite boards), including instruction and/or other activities related thereto. Leasee shall operate the facility in accordance with the applicable rules and regulations, and agrees to obtain appropriate licenses before operating the facility, presenting the Town of Nantucket with copies of same. No sale or rental of motor boats, jet skis, windsurfers, or any other craft powered by motors is permitted on or about the Premises. No other commercial activity of any kind whatsoever shall be conducted in, from, or around the Premises without prior written consent of the Town of Nantucket. The Leasee shall operate the Premises so as to enhance the public's use and enjoyment of the adjacent public beach facility and in the best interests of the Town of Nantucket. The Leasee is responsible for compliance with all laws and regulations applicable to the operation of the Premises, including but not limited to compliance with applicable ADA regulations.

B. Minimum Operating Hours.

1. Restroom. At a minimum, the Leasee shall be responsible for keeping the concession's restroom open to the customers seven days per week during operation dates stated above and during concession hours. The Leasee shall be responsible for the supply of soap, paper products and the cleanliness of the restroom and area surrounding the bathroom.

C. Utilities.

1. Payment. The Leasee shall pay all water, power, gas, sewer, landfill, oil, and telephone costs incidental to its operation hereunder. This obligation includes, but is not limited to, payment of water and electric bills for the bathhouse portion of the Premises. The Leasee shall present proof of payment of all utilities to the Town of Nantucket within thirty days of closing for the season. Should proof of payment not be presented, the Leasee shall be considered in default as per Section VII A 1 of this agreement, and the Town of Nantucket shall have the right, at its discretion, to pay any outstanding amounts from the security deposit.

2. Shut Off. Lessee is responsible for turning on and off all utilities.

D. Security Deposit. The Lessee shall pay a security deposit of one thousand dollars (\$1,000.00) at the signing of this lease to the Town of Nantucket as security for the performance by the Lessee of all its other obligations under the Agreement. To the extent such deposits are maintained, all utilities paid, and no defaults are then outstanding, the deposit shall be refunded at the end of the Term of this lease with interest to the Lessee within sixty (60) days after presenting proof of payment of all utility bills and other fees to the Town of Nantucket. The Town of Nantucket is not responsible for payment of interest on the security deposit.

F. Custodial Services. The Lessee shall clean the bathroom facility as often as required to maintain them in a condition satisfactory to the Town of Nantucket; maintain paper, soap, etc. supplies as needed.

G. Maintenance. The Lessee shall provide all custodial maintenance inside the building. The Lessee will be required to provide a request in writing for all exterior and structural repair work to be performed by the Town of Nantucket. The Lessee shall provide all custodial maintenance outside the building in the Beach Maintenance Area, indicated on Exhibit A, policing the area as required, but at least once daily to keep it free of all litter and other trash generated by the patrons of the beach. All rubbish collected by the Lessee in this policing procedure will be secured, removed from the beach, and disposed of at the Lessee's expense. Rubbish generated from the concession's operation shall also be disposed of at the Lessee expense, including any Landfill User's Fee assessed by the Town.

Custodial Maintenance outside the Concession Area outlined in Exhibit A is to be arranged by the Land Bank's Property Foreman, Jeffrey Pollock.

H. Signs and Structures. Before any temporary or permanent signs or structures are erected, the Lessee shall first obtain such written approvals as may be required under existing Town regulations, including but not limited to a Certificate of Appropriateness from the Historic District Commission. The Lessee shall then obtain the written permission of the Town of Nantucket for such signs or structures.

I. Improvements.

1. Consent. The Lessee shall not undertake any improvements to the Premises without the express written consent of the Town of Nantucket in advance. Should the Town of Nantucket consent to such improvements, the Lessee shall obtain all required permits and present copies of all permits to the Town of Nantucket prior to starting work.

2. Ownership. Any improvements made by the Lessee to the Premises during the term hereof, including any structure, fixture, or equipment affixed permanently to the Premises or the improvements thereon, shall immediately become the property of the Town of Nantucket except as agreed upon in writing prior to installation, subject only to the Lessee's right to use such improvements during the term hereof.

J. Insurance. The Lessee will maintain insurance as listed below and will deliver certificates to the Town of Nantucket, on or before March 1 of each year during the term, stating this insurance is in force, in any calendar year for the duration of this Agreement before he enters the premises:

1. Worker's Compensation. Worker's Compensation insurance in accordance with Massachusetts General Laws Chapter 152, as amended.

2. Liability. Comprehensive General Liability insurance including products liability for a combined single amount of \$1,000,000. This policy must have as one of its terms a provision that the Town and County of Nantucket are additional insured parties. A copy of this policy is to be provided to the Town of Nantucket yearly on or before March 1. Such policy must also contain a provision that the Town of Nantucket will be provided with ten (10) days written notice by the insurer of any intent to cancel or a determination that such insurance will not be renewed.

K. Special Events. The Leasee must request permission from the Town of Nantucket for any special event/activity it wishes to sponsor on the Premises. The Town of Nantucket shall have full discretion to deny permission to hold an event.

L. Indemnification. Leasee agrees at all times during the term of this Agreement to indemnify and hold and save harmless the Town of Nantucket, and its officials, employees, and agents from and against any and all action or causes of actions, claims, demands, liabilities, losses, damages, or expense of whatsoever kind and nature, including all legal costs, arising out of, or in connection with, the operation and rental by Leasee of the Premises or its performance, or failure to perform, or any provision of this Agreement.

M. Waiver of Rights of Recovery. Leasee also agrees to waive all rights of recovery it may have against the Town and County of Nantucket for any loss to property or person for which the Leasee is insured.

V. Town of Nantucket's Obligations.

The Town of Nantucket agrees to the following:

A. Repairs. To make exterior and structural repairs to the Premises subject to funding by Town Meeting. Town of Nantucket is also responsible for sewer and water lines and plumbing and wiring in the building with normal usage.

B. Special Events. To inform the Leasee of any/all special events taking place on the premises.

C. Improvements. Any improvements or replacement of equipment made to the Premises at Town of Nantucket's expense will become the property of the Town of Nantucket.

D. Waiver of Liability.

1. Town of Nantucket's Obligations. Except as a result of its failure to perform the obligations specifically provided herein within a reasonable period after receipt of written notice thereof, the Town of Nantucket shall not be liable to the Leasee for any injury or damage to the Premises or to any property of the Leasee or to any property of any third person, firm, association or corporation on or about the Premises.

2. Beach Use. Operation of the Premises by the Leasee is independent of the operation of the beach. The Town may from time to time close the beach, acting in the public's interest. The Town shall not be financially or otherwise liable to the Leasee or its agents for any such closure, and such closure shall not change the

Leasee's obligations as detailed elsewhere in this lease.

VI. Default, Termination, and Remedies.

A. Events of Default. The occurrence of any of the following shall constitute an Event of Default by the Leasee hereunder:

1. Failure to Make Payment. The Leasee shall default in the payment of any installment of rent, utility, fee, or other sum herein specified on or before the date such payment is due; or

2. Failure to Operate in the Public Interest or to Fulfill Other Non-Monetary Terms. The Town of Nantucket determines that the Leasee has failed to operate the Premises in the best interest of the Town or the Leasee shall default in the observance or performance of the Leasee's non-financial covenants, agreements or obligations hereunder, and such default shall not be corrected within twenty (20) days after written notice thereof; or

3. Bankruptcy. The Leasee shall be declared bankrupt or insolvent according to the law, or, if any assignment be made of the Leasee's property for the benefit of creditors.

B. Termination. Upon the occurrence of any Event of Default hereunder, the Town of Nantucket shall have the right thereafter, in its discretion, to re-enter and take complete possession of the Premises, to declare the term of this Agreement ended, and to remove the Leasee's effects, without prejudice to any remedies which might otherwise be used for arrears of rent or other default.

C. Remedies. The Leasee shall indemnify the Town of Nantucket against all loss of rent and other payments which the Town of Nantucket may incur by reason of such termination during the residue of the term. If the Leasee shall default (after reasonable notice thereof in the case of non-monetary default) in the observance or performance of any conditions or covenants on Leasee's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the Town of Nantucket, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Leasee. If the Town of Nantucket makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of the Prime Rate plus two percent (2%) per annum and costs, shall be paid to the Town of Nantucket by the Leasee as additional rent. "Prime Rate" shall be the interest rate published from time to time in the Wall Street Journal as the prime rate charged by the US money center commercial banks.

VII. General Provisions.

A. Late Charges. A late charge of three percent (3%) of any amount due and unpaid fifteen (15) days after due date shall be added to the amount due from Leasee and a finance charge of one point five percent (1½%) per month will be added to all amounts remaining unpaid thirty (30) days after the date the amount was originally due, such charge constituting a charge equal to eighteen percent (18%) per annum.

B. Compliance with M.G.L. Ch. 7. The Leasee covenants and agrees that it will comply with the requirements of

M.G.L. Ch. 7, § 40J, including but not limited to, the filing with the Massachusetts Executive Office for Administration and Finance, Division of Capital Asset Management of a disclosure statement in connection with the disposition of an interest in real property by the Town of Nantucket. A copy of the Disclosure Statement is attached hereto.

C. Independent Leasee Relationship. There is no relationship of joint venture, partnership, employment or agency between the Town of Nantucket, on the one hand, and the Leasee on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions, aside from such control or direction as provided in this Agreement, which the parties view as consistent with their independent Leasee relationship.

D. Binding Obligations, Related Obligors. It is further intended by the Leasee and its principals as a condition to this Agreement, that any corporations or other entities which control or are under direct or indirect common control of or with the Leasee or which may otherwise be reasonably considered to be a part of its operating business, shall be jointly and severally liable with the Leasee for its liabilities as a party to the Town of Nantucket hereunder.

E. Successors and Assigns; No Right to Assign. Leasee shall have no right to assign this Agreement or the rights granted hereby with respect to the Premises, or otherwise delegate any of its duties hereunder without the prior written consent of the Town of Nantucket, which may be withheld at the sole discretion of the Town of Nantucket. Any such attempted disposition without the consent of the Town of Nantucket in writing shall be null and void and of no force and effect. The terms, covenants and agreements herein contained shall be binding upon and shall insure to the benefit of the permitted successors and assigns of the respective parties hereto.

F. Decisions by the Town of Nantucket. Except as otherwise expressly provided in this Agreement, any decision or action taken by the Town of Nantucket relating to this Agreement or its operation or its termination shall be made by a majority vote of the Board of Selectmen. Responsibilities to monitor obligations shall be undertaken by the Town of Nantucket.

G. Notices. All notices required or permitted to be given to Town of Nantucket or Leasee shall be in writing and shall be given personally, or sent by certified mail, return receipt requested, addressed to such party at its latest address of record. Notices to and payments to the Town of Nantucket shall be addressed to the Procurement Office or his/her designee at its offices, 37 Washington Street, Nantucket, MA 02554 and notices to the Leasee addressed to it at its principal business address, which Leasee represents as appearing on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.

H. Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts. In any controversy, litigation or action arising hereunder, each party, including successors and assigns, irrevocable consents to the jurisdiction of the courts of Massachusetts, agrees that venue shall be proper only there; and waives personal service of any summons, complaint or other process and agrees that service thereof may be made in the manner of other notice given hereunder.

I. Entire Agreement; Amendment Interpretation. This Agreement and the specifications advertised by the Town of Nantucket constitute the entire agreement between the parties superseding all prior or

contemporaneous oral or written understandings. No amendment or other modification of the terms of the Agreement shall be binding unless in writing, and duly executed by the parties hereto. No waiver of default by either party of any of the terms, covenants, and conditions of this Agreement shall be deemed continuing or extending beyond the terms specifically waived in writing. If any provision of this Agreement shall be held unlawful, invalid, or unenforceable, the remainder of the Agreement shall not be affected thereby. Paragraph headings contained herein are for reference only and are not intended to define or limit the scope of any provisions of this Agreement.

VIII. Other Leasee Obligations.

A. Keys. Provide keys to the Town of Nantucket for all locked areas within the Premises.

B. Non Emergency Repairs. Leasee shall request prior written approval from the Town of Nantucket for any non emergency repairs to be made to the Premises at Leasee's expense.

C. Emergency Repairs. Any emergency repairs Leasee will confirm in writing; responsibility for payment of such repairs will be determined in accordance with the terms herein.

D. Accidents. Leasee shall report any emergencies or accidents that occur within the Premises to the Town of Nantucket in a timely manner.

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

TOWN OF NANTUCKET,
MASSACHUSETTS:

LEASEE: Sea Nantucket, LLC

C. Elizabeth Gibson Date
Town Manager

Ryan Fitch Date
President

Brian E. Turbitt. Date
Finance Director

Org/Obj (Revenue): _____

FOR TOWN OF NANTUCKET US ONLY

Security Deposit Batch No:

TOWN OF NANTUCKET TREASURER:

Melinda Ernst Fournier Date

CONTRACT EXHIBIT A

LEASEE, SCOPE OF WORK, TERM

1. **Name of LEASEE:** Sea Nantucket, LLC
2. **State of Incorporation:** MA
3. **Principal Office Address:** 14 Plum Street, Nantucket, MA 02554
4. **Description of Services (§2.1):**

General: Operation of kayak/non-motorized boat rental concession at Francis Street Beach, 76 Washington Street, Nantucket. Services may include any of the following non-motorized water equipment in addition to kayak equipment: paddleboarding, canoeing, paddleboats. Services may NOT include sailing or any motorized equipment. (Rental of windsurfing; kite boarding equipment is not allowed). Vendor shall provide all rental equipment.

Concession Premises: A 40' wide portion of Francis Street beach as shown in Exhibit A, including the building within the indicated area. Note: Concession area does not include area of vehicle access to Francis Street Beach and Leasee must keep Kayaks and any related equipment off of the non-concession area.

Concession Fee: The Leasee shall pay an annual Fee in the amount set forth on the Bid Form attached to this contract as Exhibit C for each occupancy period during the term hereof. The Concession Fee shall be payable in two equal installments, the first due on or before July 1 and the second due on or before August 1 of each year. The Town through its Finance Department will invoice the Leasee the amount set forth in Exhibit C thirty (30) days before the due date.

Lease Term: Five years beginning March 1, 2023 and expiring on November 31, 2027.

Operation Dates: Successful bidder shall be permitted to occupy the Premises only during the Occupancy periods, which run from the third weekend in May through the third weekend in October of each calendar year

Inspection: The Leasee shall meet with the Department of Public Works (Parks & Recreation) to go over the Concession Premises for a pre-inspection prior to the start of operating dates and a post inspection after the end of the seasonal operation each year.

Restrooms: The successful bidder shall be responsible for keeping the concession's restroom open to the customers seven days per week during operation dates stated above and during concession hours. The successful bidder shall be responsible for the supply of soap, paper products and the cleanliness of the restroom and area surrounding the bathroom.

Storage: The successful bidder is entitled to use one-half of the bathhouse for storage.

Fees and Expenses: Successful bidder is solely responsible for utility fees and payments, landfill fees, property taxes for the entire property, and all other fees and expenses identified in the concession contract included herein.

Use of Francis Street Beach by the Public: The successful bidder shall maintain all equipment within the concession premises. All equipment on the beach and against the building shall be kept in an orderly manner. The successful bidder shall not block vehicle access to Francis Street Beach. The successful bidder shall not prohibit or discourage in any way the public use of the non-concession portions of Francis Street Beach. The successful bidder shall also responsible for custodial maintenance of the entire area of Francis Street Beach.

Agreement: The successful bidder shall be responsible for adhering to all of the provisions stated in the Contract.

5. **Person, Department, or Committee, if any, to whom Leasee reports (§ 2.2):**

Charles Polachi,
Parks & Recreation Manager
Department of Public Works
cpolachi@nantucket-ma.gov
Cell: 508-221-0681

Amy Baxter,
Licensing Administrator
Police Department
abaxter@nantucket-ma.gov

6. **Term of Agreement (§3.1):** Five (5) Years [March 1, 2023 – November 31, 2027]

7. **Completion Date (§3.2):** November 31, 2027

8. **Additional Insurance Coverage (§6.2(e)):** None

EXHIBIT B

FRANIS STREET BEACH
CONCESSION AREA

(Not to Scale)



Prop ID 42.2.3 19
Address 76 WASHINGTON ST
Owner NANTUCKET TOWN OF
C/O PARK & REC



CONTRACT EXHIBIT C

PAYMENTS

1. **Annual Concession Payment to TOWN:**

The Annual Concession Fee shall be payable in two equal installments, the first due on or before July 1 and the second due on or before August 1 of each year.

Contract Year	Annual Contract Amount	Payment due July 1	Payment due August 1
Year 1 – 2023	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00
Year 2 – 2024	\$ 20,500.00	\$ 10,250.00	\$ 10,250.00
Year 3 – 2025	\$ 21,012.50	\$ 10,506.25	\$ 10,506.25
Year 4 – 2026	\$ 21,537.81	\$ 10,768.90	\$ 10,768.90
Year 5 – 2026	\$ 22,076.26	\$ 11,038.13	\$ 11,038.13
Total for 5 Year Contract	\$ 105,126.57		

b. **Payment Increments:**

Concession Fee shall be payable in two equal installments, the first due on or before July 1 and the second due on or before August 1 of each year. The Town through its Finance Department will invoice the Leasee the amount set forth in above in section 1, thirty (30) days before the payment due date.

EXHBIT D

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Federal Employer Identification Number

Name

Date:

CERTIFICATE OF NON-COLLUSION

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

Signature of person signing bid or contract

Name of Business

Signage adjacent to Francis Street Beach – Part of Harbor Walk



Francis Street Beach 2022 Season



February 13, 2023

Town of Nantucket
16 Broad Street
Nantucket, MA 02554

To Chair Jason Bridges and the members of the Select Board,

I noticed the lease for the Francis Street Beach is on the Select Board February 15th agenda.

Given the Select Board (SB) charge to Roads and Right of Way (RROW) is to preserve access to Nantucket's public and private lands, including our harbors, coastline, ponds, moors, conservation lands and historical sites, we want to alert the SB to the diminished public access to the Francis Street Beach.

This beach is a long-standing Nantucket public beach that at one point was on the list of guarded beaches as noted in the Thursday, June 20, 1974 edition of The Inquirer and Mirror:

Public Beaches open today; summer begins:

Nantucket's public beaches officially opened, today, Thursday, June 20. Lifeguards will be stationed at Children's Beach, Jetties, Francis Street, Dionis, Madaket, Cisco, Cisco Ladies, Siasconset, and Surfside daily from 9 a.m. to 5 p.m. from now until Labor Day.

Head lifeguard Dave Smilio held an organization meeting for the Nantucket lifeguards Tuesday. Equipment was issued and Smilio briefed the lifeguards on the rules and regulations. Police personnel also familiarized the lifeguards with the equipment in the emergency vehicles.

Since the beach has been offered for business leasing, the ability for the public to access the area for swimming or a random scoot along the waterfront has increasing diminished. A couple of photos (attached below) reflect what has become common place at the site.

This location is part of the harbor walk plan as well as Chapter 91. We urge the SB to include a condition on the lease that the operation cannot take over the whole beach similarly as the lease at the Jetties. Please keep an open path from the street to the water and along the water available for public use

Respectfully,

Bill Grieder

Bill Grieder
RROW Chairperson



