

# **Town and County of Nantucket Select Board • County Commissioners**

Dawn E. Hill Holdgate, Chair  
Jason Bridges  
Matt Fee  
Kristie L. Ferrantella  
Melissa Murphy



16 Broad Street  
Nantucket, Massachusetts 02554

Telephone (508) 228-7255  
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[www.nantucket-ma.gov](http://www.nantucket-ma.gov)

C. Elizabeth Gibson  
Town & County Manager

***AGENDA FOR THE MEETING OF THE  
SELECT BOARD  
MAY 12, 2021 - 5:00 PM  
REMOTE PARTICIPATION VIA ZOOM WEBINAR  
PURSUANT TO GOVERNOR BAKER'S MARCH 12, 2020  
ORDER REGARDING OPEN MEETING LAW  
NANTUCKET, MASSACHUSETTS  
\*\*\*AMENDED MAY 10, 2021\*\*\****

***YOU TUBE LINK:***

<https://youtu.be/6bnxByq3FUg>

***ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:***

[https://us06web.zoom.us/webinar/register/WN\\_YLivbr\\_ITgO7OWfvX0H0nw](https://us06web.zoom.us/webinar/register/WN_YLivbr_ITgO7OWfvX0H0nw)

***I. CALL TO ORDER***

***II. SELECT BOARD ACCEPTANCE OF AGENDA***

***III. ANNOUNCEMENTS***

1. The Select Board Meeting is Being Audio/Video Recorded.
2. Nantucket Behavioral Health Advisory Group and National Alliance on Mental Illness (NAMI) on Nantucket: National Mental Health Awareness Month Proclamation.
3. 2021 Committee/Board/Commission Vacancies.
4. June 5, 2021 Annual Town Meeting General Information (Set-up, Procedures) Public Session to be Held via Zoom on Tuesday, May 18, 2021 at 5:00 PM. Join Zoom Meeting at <https://us06web.zoom.us/j/81873338343?pwd=TDZtUHpkAVE2a1pXZTZrc3FmTlZkdz09>  
Meeting ID: 818 7333 8343; Passcode: 352927.
5. June 5, 2021 Annual Town Meeting Finance Committee Information Session Regarding Warrant Motions to be Held via Zoom Webinar on Monday, May 24, 2021 at 5:00 PM. YouTube link to view meeting: <https://youtu.be/poJbO08kHLU>.

Registration link to participate as an attendee:

[https://us06web.zoom.us/webinar/register/WN\\_tZCeLKUkQzyjCiLzVplk0w](https://us06web.zoom.us/webinar/register/WN_tZCeLKUkQzyjCiLzVplk0w).

6. Surfside Road Sewer Improvements Project on Surfside Road between Miacomet Avenue and Vesper Lane Ongoing through Friday, June 25, 2021 - Road Blockings and Detours:
  - 4:00 PM to 2:00 AM, Sundays through Thursdays
  - 9:00 AM to 2:00 PM, FridaysFirst Phase is Surfside Road between Miacomet Avenue and Bartlett Road.  
<https://www.nantucket-ma.gov/2106/Surfside-Road-Sewer>

***IV. COVID-19 WEEKLY UPDATE***

1. Public Comment.
2. Report from Health Director.
3. Report from Economic Task Force.
4. Report from Licensing Administrator: Events/Outdoor Activities Update.
5. Other Reports/Comments/Updates.

***V. PUBLIC COMMENT\* FOR ITEMS NOT RELATED TO COVID-19 OR OTHER AGENDA ITEMS***

***VI. NEW BUSINESS\****

***VII. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS***

1. Approval of Minutes of May 5, 2021 at 5:00 PM.
2. Approval of Treasury Warrants for May 12, 2021.
3. Approval of Pending Contracts for May 12, 2021 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

***VIII. CITIZEN/DEPARTMENTAL REQUESTS***

1. Sewer Department: Request for Waiver of Town Noise Bylaw from May 13 - 20, 2021, 8:00 PM to 1:00 AM to Replace Broken Sewer Manhole Frames and Covers:
  - a) Washington Street at Meader Street;
  - b) Prospect Street at Number 6.

***IX. PUBLIC HEARINGS***

1. Public Hearing to Consider:
  - a) Renewal of Private Shellfish Aquaculture License held by Jamie Marks.
  - b) Renewal of Private Shellfish Aquaculture License held by Pocomo Meadows, LLC.

2. Public Hearing to Consider the Revocation of Private Shellfish Aquaculture Licenses held by Theodore Lambrecht.

***X. TOWN MANAGER'S REPORT***

***XI. SELECT BOARD'S REPORTS/COMMENT***

1. Committee Reports.

***XII. ADJOURNMENT***

***\*Identified on Agenda Protocol Sheet***

## **SELECT BOARD AGENDA PROTOCOL:**

**Roberts Rules:** The Select Board follows Roberts Rules of Order to govern its meetings as per the Town Code Charter.

**Public Comment:** Public Comment is to bring matters of public interest to the attention of the Board. The Board welcomes concise statements on matters that are within the purview of the Select Board. At the Board's discretion, matters raised under Public Comment may be directed to Town Administration or may be placed on a future agenda, allowing all viewpoints to be represented before the Board takes action, if any. Except in emergencies, the Board will not normally take any other action on Public Comment in its sole discretion.

To facilitate that any individual who wishes to provide Public Comment has the opportunity and to ensure the ability of the Board to conduct its business in an orderly fashion, the following rules and procedures are adopted consistent with state and federal free speech laws:

- The agenda for regular Select Board meetings will include a Public Comment period at the beginning of the meeting unless there is more urgent business for the Board to take up first. This time is reserved for speakers to address the Board on matters that are not related to any other Agenda item. If a speaker wishes to address the Board on a matter that is related to another Agenda item, the Chair will accept public comment when that Agenda item is reached during the meeting.
- All speakers are encouraged to present their remarks in a respectful manner.
- All remarks will be addressed through the Chair of the meeting.
- The Chair of the meeting may not interrupt speakers who have been recognized to speak, except that the Chair reserves the right to terminate speech which is not constitutionally protected because it constitutes true threats, incitement to imminent lawless conduct, comments that were found by a court of law to be defamatory, and/or sexually explicit comments made to appeal to prurient interests. Verbal comments may also be curtailed if they exceed three (3) minutes and to the extent they exceed the scope of the Board's authority.

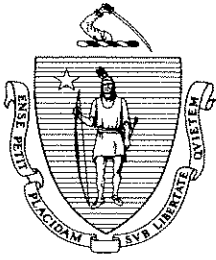
*Disclaimer: Public Comment is not a time for debate or response to comments by the Board. Comments made during the Public Comment period do not reflect the views or positions of the Board. Because of constitutional free speech principles, the Board does not have authority to prevent all speech that may be upsetting and/or offensive made during the Public Comment period.*

**New Business:** For topics not reasonably anticipated by the Chair 48 hours in advance of the meeting may be brought up for discussion in accordance with the Open Meeting Law.

**Public Participation:** The Board welcomes valuable input from the public at appropriate times during the meeting with recognition from the Chair at his/her sole discretion. For appropriate agenda items, the Chair will introduce the item and take public input. Individual Board Members may have questions on the clarity of the information presented. The Board will hear any staff input and then deliberate on a course of action.

**Select Board Report and Comment:** Individual Board Members may have matters to bring to the attention of the Board during a meeting. If the matter contemplates action by the Board, Board Members will consult with the Chair and/or Town Manager in advance and provide any needed information by the Thursday before the meeting and/or schedule the matter for a future Board meeting. Otherwise, except in emergencies, the Board will not normally take action on Select Board Comment.

*Approved on February 17, 2021*



OFFICE OF THE GOVERNOR  
**COMMONWEALTH OF MASSACHUSETTS**  
STATE HOUSE • BOSTON, MA 02133  
(617) 725-4000

**CHARLES D. BAKER**  
GOVERNOR

**KARYN E. POLITO**  
LIEUTENANT GOVERNOR

**ORDER SUSPENDING CERTAIN PROVISIONS  
OF THE OPEN MEETING LAW, G. L. c. 30A, § 20**

**WHEREAS**, on March 10, 2020, I, Charles D. Baker, Governor of the Commonwealth of Massachusetts, acting pursuant to the powers provided by Chapter 639 of the Acts of 1950 and Section 2A of Chapter 17 of the General Laws, declared that there now exists in the Commonwealth of Massachusetts a state of emergency due to the outbreak of the 2019 novel Coronavirus (“COVID-19”); and

**WHEREAS**, many important functions of State and Local Government are executed by “public bodies,” as that term is defined in G. L. c. 30A, § 18, in meetings that are open to the public, consistent with the requirements of law and sound public policy and in order to ensure active public engagement with, contribution to, and oversight of the functions of government; and

**WHEREAS**, both the Federal Centers for Disease Control and Prevention (“CDC”) and the Massachusetts Department of Public Health (“DPH”) have advised residents to take extra measures to put distance between themselves and other people to further reduce the risk of being exposed to COVID-19. Additionally, the CDC and DPH have advised high-risk individuals, including people over the age of 60, anyone with underlying health conditions or a weakened immune system, and pregnant women, to avoid large gatherings.

**WHEREAS**, sections 7, 8, and 8A of Chapter 639 of the Acts of 1950 authorize the Governor, during the effective period of a declared emergency, to exercise authority over public assemblages as necessary to protect the health and safety of persons; and

**WHEREAS**, low-cost telephone, social media, and other internet-based technologies are currently available that will permit the convening of a public body through virtual means and allow real-time public access to the activities of the public body; and

**WHEREAS** section 20 of chapter 30A and implementing regulations issued by the Attorney General currently authorize remote participation by members of a public body, subject to certain limitations;

**NOW THEREFORE**, I hereby order the following:

(1) A public body, as defined in section 18 of chapter 30A of the General Laws, is hereby relieved from the requirement of section 20 of chapter 30A that it conduct its meetings in a public place that is open and physically accessible to the public, provided that the public body makes provision to ensure public access to the deliberations of the public body for interested members of the public through adequate, alternative means.

Adequate, alternative means of public access shall mean measures that provide transparency and permit timely and effective public access to the deliberations of the public body. Such means may include, without limitation, providing public access through telephone, internet, or satellite enabled audio or video conferencing or any other technology that enables the public to clearly follow the proceedings of the public body while those activities are occurring. Where allowance for active, real-time participation by members of the public is a specific requirement of a general or special law or regulation, or a local ordinance or by-law, pursuant to which the proceeding is conducted, any alternative means of public access must provide for such participation.

A municipal public body that for reasons of economic hardship and despite best efforts is unable to provide alternative means of public access that will enable the public to follow the proceedings of the municipal public body as those activities are occurring in real time may instead post on its municipal website a full and complete transcript, recording, or other comprehensive record of the proceedings as soon as practicable upon conclusion of the proceedings. This paragraph shall not apply to proceedings that are conducted pursuant to a general or special law or regulation, or a local ordinance or by-law, that requires allowance for active participation by members of the public.

A public body must offer its selected alternative means of access to its proceedings without subscription, toll, or similar charge to the public.

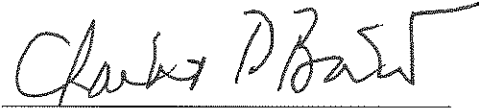
(2) Public bodies are hereby authorized to allow remote participation by all members in any meeting of the public body. The requirement that a quorum of the body and the chair be physically present at a specified meeting location, as provided in G. L. c. 30A, § 20(d) and in 940 CMR 29.10(4)(b), is hereby suspended.

(3) A public body that elects to conduct its proceedings under the relief provided in sections (1) or (2) above shall ensure that any party entitled or required to appear before it shall be able to do so through remote means, as if the party were a member of the public body and participating remotely as provided in section (2).

(4) All other provisions of sections 18 to 25 of chapter 30A and the Attorney General's implementing regulations shall otherwise remain unchanged and fully applicable to the activities of public bodies.

This Order is effective immediately and shall remain in effect until rescinded or until the State of Emergency is terminated, whichever happens first.

Given in Boston at 8:40 PM this 12th day of  
March, two thousand and twenty.

A handwritten signature in dark ink, appearing to read "Charles D. Baker". The signature is written in a cursive, flowing style. The first name "Charles" is written with a large, prominent "C". The last name "Baker" is written with a large, prominent "B". The signature is written above a horizontal line.

CHARLES D. BAKER  
GOVERNOR  
Commonwealth of Massachusetts



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May 2, 2021

Dear Select Board Members,

Throughout the month of May, the Behavioral Health Advisory Group, a partnership of concerned community members as well as behavioral healthcare providers and advocates, brings awareness to mental disorders. The goals of Mental Health Awareness month are to reduce the stigma associated with mental illness, educate the public and provide support to families and individuals affected by severe mental illnesses.

Mental Health Awareness Month provides a timely reminder that mental health is essential and that those living with mental health issues are deserving of care, understanding, compassion, and pathways to hope, healing, recovery, and fulfillment.

In recognition of National Mental Health Awareness 2021, Nantucket Behavioral Health Advisory Group is seeking to have the month of May 2021 named “National Mental Health Awareness Month” for the Town of Nantucket.

Please accept this proclamation request for the Select Board’s agenda to be added to the May 5<sup>th</sup> agenda. (Sample proclamation wording is attached) We appreciate your consideration for this request, and look forward to hearing from you.

The proclamation can be emailed to me at [kmarshall@police.nantucket-ma.gov](mailto:kmarshall@police.nantucket-ma.gov) or mailed to me at: 4 Fairgrounds Road, Nantucket, Ma. 02554.

Warm Regards,

SGT. Kevin A. Marshall  
Chair – Nantucket Behavioral Health Advisory Group

Mental Health Month 2021  
Proclamation

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, all Americans face challenges in life that can impact their mental health, especially during a pandemic; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and

WHEREAS, there are practical tools that all people can use to improve their mental health and increase resiliency; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, health care provider, organization and citizen share the burden of mental health problems and has a responsibility to promote mental wellness and support prevention and treatment efforts.

THEREFORE, we, the Nantucket Select Board, do hereby proclaim May 2021 as Mental Health Month in Nantucket, Massachusetts. As the Select Board, we also call upon the citizens, government agencies, public and private institutions, businesses, and schools in Nantucket to commit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

Approved this 12<sup>th</sup> day of May 2021.

\_\_\_\_\_  
Dawn E. Hill Holdgate, Chair  
Nantucket Select Board



**Select Board  
Committee Appointments 2021 Timeline  
As of 5/4/2021**

**April 14** – Select Board review list of openings.

**April 20** – Notify members of committees whose terms are expiring.

**April 22 and 29; May 6 and 13** – Advertise committee openings in newspaper and on Town's website; put on Select Board agenda as announcement starting mid-April.

**May 21** – Deadline for submitting applications for committee openings that will be reviewed on June 2 to Town Administration office. This includes applications for:

- Agricultural Commission;
- Airport Commission;
- Board of Health;
- Capital Program Committee;
- Cemetery Commission;
- Conservation Commission;
- Contract Review Committee, Human Services;
- Council for Human Services;
- Council on Aging;
- Cultural Council;
- Finance Committee.

**May 26** – The names of applicants who have submitted applications will be read aloud and applications will be included in the Board's packet.

**June 2** – Meeting for above listed committee applicants to introduce themselves and review their applications.

**May 28** – Deadline for submitting applications for committee openings that will be heard June 9 to Town Administration office. This includes applications for:

- Historic District Commission Associate;
- Nantucket Affordable Housing Trust;
- Nantucket Historical Commission;
- Nantucket Historical Commission Alternate;
- Planning Board Alternate;
- Real Estate Assessment Committee;
- Roads and Right-of-Way Committee;
- Scholarship Committee;
- Steamship Authority Port Council Member;
- Tree Advisory Committee;
- Zoning Board of Appeals; and
- Zoning Board of Appeals Alternate.

**June 2** – The names of applicants who have submitted applications will be read aloud and applications will be included in the Board's packet.

**June 9** – Meeting for above listed committee applicants to introduce themselves and review their applications.

**June 23** – Committee appointments.

2021 Committee Openings Information  
As of 5/4/2021

| Committee                                 | # seats open | Term Expiration | Notes                                                        |
|-------------------------------------------|--------------|-----------------|--------------------------------------------------------------|
| Agricultural Commission                   | 2            | 2022            | vacant                                                       |
| Agricultural Commission                   | 2            | 2023            | vacant                                                       |
| Agricultural Commission                   | 1            | 2024            | vacant                                                       |
| Airport Commission                        | 2            | 2024            |                                                              |
| Board of Health                           | 1            | 2024            |                                                              |
| Capital Program Committee                 | 1            | 2024            |                                                              |
| Cemetery Commission                       | 2            | 2024            |                                                              |
| Coastal Resiliency Advisory Committee     | 1            | 2022            | vacant                                                       |
| Conservation Commission                   | 2            | 2024            |                                                              |
| Contract Review Committee, Human Services | 1            | 2024            |                                                              |
| Council for Human Services                | 1            | 2022            | *only if A. 72/2021 ATM is approved to increase to 9 members |
| Council for Human Services                | 1            | 2023            | *only if A. 72/2021 ATM is approved to increase to 9 members |
| Council for Human Services                | 2            | 2024            |                                                              |
| Council on Aging                          | 1            | 2023            | vacant                                                       |
| Council on Aging                          | 3            | 2024            |                                                              |
| Cultural Council                          | 1            | 2022            | vacant                                                       |
| Cultural Council                          | 2            | 2024            | 1 vacant                                                     |
| Finance Committee                         | 3            | 2024            |                                                              |
| Historic District Commission Associate    | 1            | 2024            |                                                              |
| Nantucket Affordable Housing Trust        | 1            | 2023            | 2-year term; at-large                                        |
| Nantucket Historical Commission           | 3            | 2024            |                                                              |
| Nantucket Historical Commission Alternate | 1            | 2024            |                                                              |
| Planning Board Alternate                  | 1            | 2024            |                                                              |
| Real Estate Assessment Committee          | 2            | 2024            |                                                              |
| Roads and Right of Way Committee          | 3            | 2024            |                                                              |
| Scholarship Committee                     | 1            | 2022            | vacant                                                       |
| Scholarship Committee                     | 3            | 2024            |                                                              |
| Steamship Authority Port Council Member   | 1            | 2023            | 2-year term                                                  |
| Tree Advisory Committee                   | 1            | 2024            |                                                              |
| Zoning Board of Appeals                   | 1            | 2026            | 5-year term                                                  |
| Zoning Board of Appeals Alternate         | 1            | 2024            | 3-year term                                                  |

# Surfside Road Area Sewer System Improvements Project

## NOTICE OF CONSTRUCTION

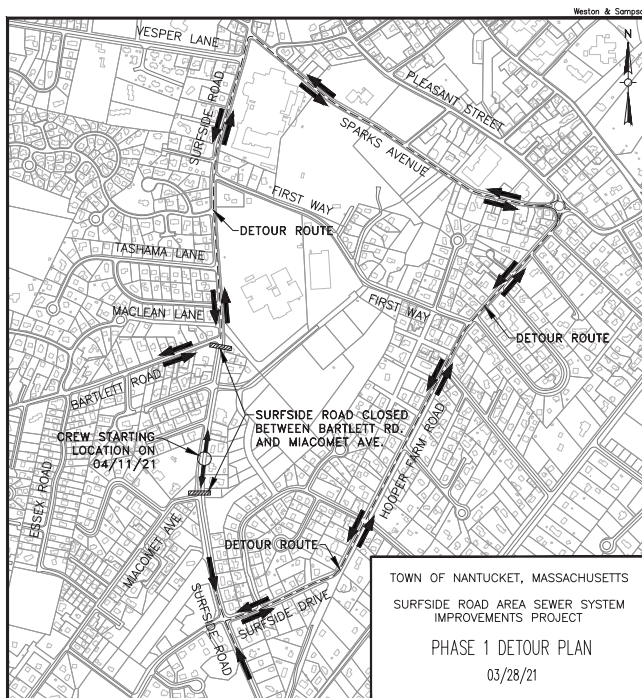
Construction of the Surfside Road Area Sewer System Improvements Project is scheduled to commence on Sunday, April 11, 2021. The scope of work includes the replacement of the Surfside Road Pump Station and the installation of approximately 3,800 linear feet of gravity sewers tributary to the new Surfside Road Pump Station. The installation of gravity sewers includes Surfside Road from Miacomet Avenue to Vesper Lane and Bartlett Road from Surfside Road to approximately 250 feet west of the Surfside Road intersection.

**Construction will commence on the evening of Sunday, April 11, 2021 on Surfside Road between Miacomet Ave. and Windy Way.** Considering the depth of excavation in some areas and the significant vehicular and pedestrian traffic volume along Surfside Road, particularly during school drop off and pick up hours, the Nantucket Select Board has granted a waiver of the Town Noise Bylaw to allow work in the evening hours (4pm-2am) until June 25, 2021 to complete the gravity sewer installations within the roadways.

Full road closures will be in effect during construction activities to maintain the greatest level of safety for the construction crew and public. Police detail officers and a resident engineer from Weston & Sampson will be on site throughout to assist abutters with access to and from their properties and manage the detour route around the work zone. Trench paving activities are scheduled for Fridays between 9am-2pm, which will require one

lane closures with alternating traffic. All traffic is advised to seek alternate routes to mitigate traffic delays through the project corridor. The figure above depicts the approved detour route and Surfside Road closure locations planned for Phase 1 of the roadway work, which includes all pipeline installations between Miacomet Ave. and Bartlett Road. The Nantucket Sewer Department can be reached at (508) 228-7200 x7800 with any questions.

Residents are encouraged to visit the project webpage on the Town's website at <https://www.nantucket-ma.gov/SurfsideRoadSewer> for weekly updates on the progress of construction and the proposed schedule.



**TOWN OF NANTUCKET, MASSACHUSETTS  
SURFSIDE ROAD AREA SEWER SYSTEM IMPROVEMENTS PROJECT**

**CONSTRUCTION SCHEDULE – WEEKLY UPDATE**

Date Submitted: May 7, 2021

**Weekly Construction Hours:**

Monday-Thursday evenings: 4pm-2am

Fridays: 9am-2pm (trench paving)

**Current Road Closures:**

Monday-Thursday evenings: Full road closure between Bartlett Rd. and Miacomet Ave.

Fridays: Single lane closure during trench paving activities

**One Week Look Ahead (5/10 thru 5/14)**

- Monday thru Thursday:
  - Continue installation of gravity sewers, progressing north on Surfside Road from Backus Lane/Boynton Lane towards Bartlett Road
- Friday:
  - Trench paving

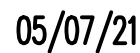
**Two Week Look Ahead (5/17 thru 5/21)**

- Monday thru Thursday:
  - Continue installation of gravity sewers, progressing north on Surfside Road through Bartlett Road
  - **\*\*Phase 2 road closure in effect (Bartlett to First Way) once crew progresses north of Bartlett Road\*\***
- Friday:
  - Trench paving

**Three Week Look Ahead (5/24 thru 5/28)**

- Monday thru Thursday:
  - Continue installation of gravity sewers, progressing north on Surfside Road from Bartlett Road towards First Way
- Friday:
  - Trench paving

**Please note that this is a projected schedule and will be adjusted accordingly based on Contractor's actual progress and potential weather cancellations.**





***EXHIBIT 1  
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER  
UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD  
May 12, 2021***

| Type of Agreement/Description | Department   | With                           | Amount   | Other Information                                                                                     | Source of Funding | Term                           |
|-------------------------------|--------------|--------------------------------|----------|-------------------------------------------------------------------------------------------------------|-------------------|--------------------------------|
| License Agreement             | Select Board | Nantucket Dreamland Foundation | (\$500)* | License agreement for the Dreamland to use the Nobadeer Fields parking lot for drive-in movie theatre | n/a               | May 5, 2021 - November 1, 2021 |

\*Note: this was the fee last year



## Agenda Item Summary

|                      |           |
|----------------------|-----------|
| <b>Agenda Item #</b> | VIII. 1.  |
| <b>Date</b>          | 5/12/2021 |

### Staff

David C. Gray Sr., Sewer Director

### Subject

Request for waiver of Town Noise Bylaw to perform night work manhole repairs 8PM to 1AM, MAY 13-20 2021

### Executive Summary

Seeking a waiver of the Town Noise Bylaw for night work at the following locations to replace broken sewer manhole frames and covers:

- Washington Street at Meader Street
- Prospect St at number 6

Night work is requested due to traffic impacts if the work is done during the day.

### Staff Recommendation

To approve waiver of Town Noise Bylaw

### Background/Discussion

All work to be performed by Sewer Department staff

**Impact: Environmental** ☐ **Fiscal** ☐ **Community** ☒ **Other** ☒

This work is required for the safety of the public to prevent any damage to infrastructure of vehicles and to prevent any further settling of the roadway.

### Board/Commission Recommendation

N/A

### Public Outreach

This Department will notify all abutters in the affected areas.

### Attachments

Maps of work areas





Geometry updated Jan. 2021  
Data updated Jan. 2021

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



## Prospect st Blocking



**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 Jan. 2021  
Data updated Jan. 2021

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

# TOWN OF NANTUCKET NATURAL RESOURCES DEPARTMENT

JEFF CARLSON, NATURAL RESOURCES DIRECTOR  
2 BATHING BEACH ROAD  
NANTUCKET, MA 02554

JCARLSON@NANTUCKET-MA.GOV  
508-228-7230



4/23/2021

To: Select Board  
From: Jeff Carlson, Natural Resources Director  
Re: Aquaculture Licenses Public Hearing Request

The Natural Resources Department is requesting that public hearings be held on the May 12, 2021 meeting for the purpose of renewing two existing aquaculture licenses and the revocation of two other aquaculture licenses for failure to utilize the leases.

## Renewals:

The following licenses are being requested for a renewal of ten (10) years.

| License # | License Holder      | Area         | Acreage | Proposed Expiration Date |
|-----------|---------------------|--------------|---------|--------------------------|
| 7B        | Jamie Marks         | Coskata Pond | 10      | 5/12/2031                |
| 8A        | Pocomo Meadows, LLC | Pocomo       | 3       | 5/12/2031                |

These licenses are being actively worked and are in compliance with all requirements set forth within their license agreements or as required by regulation. The Natural Resources Department is recommending their renewal. A map of these areas is attached to this request and I will be present at the May 12, 2021 meeting to answer any questions.

## Revocation:

The following licenses are being requested for revocation for failure to utilize the licenses as required by license agreements, local regulation and state regulation. Please find a letter provided to the current license holder attached detailing the revocation request. A summary of the licenses requested for revocation is below:

| License # | License Holder     | Area               | Acreage | Requested Action |
|-----------|--------------------|--------------------|---------|------------------|
| 12        | Theodore Lambrecht | Head of the Harbor | 4       | Revocation       |
| 12B       | Theodore Lambrecht | Head of the Harbor | 4       | Revocation       |

The Natural Resources Department has been reviewing this revocation with the Harbor and Shellfish Advisory Board who will be sending in a letter documenting their support of this action under separate cover. The Natural Resources Department has attempted to work with the current license holder for a year to resolve this issue unsuccessfully leading to this revocation request. The licenses will be made available to interested parties on the waiting list for licenses or be made back available to any other interested parties. A map of these areas is attached to this request and I will be present at the May 12, 2021 meeting to answer any questions.

License Number SEVEN-B

*PRIVATE SHELLFISH AQUACULTURE LICENSE*

The Town of Nantucket ("Town"), acting by and through the Board of Selectmen, pursuant to the provisions of M.G.L. c. 130, section 57, et seq. (the "Statute") hereby grants a private shellfish aquaculture license to Jamie Marks, a Massachusetts identity with its principal address at 4 Parker Lane, Nantucket, MA 02554

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RECITALS

A. Pursuant to the Statute, the Town is authorized to grant shellfish aquaculture licenses with respect to portions of tidal flats and land under coastal waters, subject to certain certifications by the State Division of Marine Fisheries;

B. After due process including advertising for and holding a public hearing by the Board of Selectmen and compliance with the guidelines for issuing aquaculture grants formatted by the Shellfish Harbor Advisory Board.

C. The applicant obtaining a favorable determination from the Nantucket Marine & Coastal Resources Department

D. Conservation Commission dated, n/a previously approve site

E. US Army Corps of Engineers approval dated January 5, 2011

F. Division of Marine Fisheries approval dated June 14, 2010

NOW, THEREFORE, The Town hereby grants a shellfish aquaculture license as follows;

1. Licensed Use The licensee shall have the exclusive right to plant, grow, dig and harvest shellfish by means of rafts, rack or floats with the Licensed Area described below subject to the conditions herein and further subject to all applicable federal, state and municipal laws, regulations and ordinances.

2. Licenses Area: This License shall pertain to an area of approximately ten (10) acres located in Coskata Pond in the tidewaters of Nantucket Harbor as more particularly described in the survey and plan attached as Exhibit A, (the 'Licensed Area').

3. Term of the License: This License shall commence on February 16, 2011 continue for a term of 10 years (2021) years unless sooner terminated as set forth herein.

4. License Fee:: The Licensee shall pay to the Town as annual license fee per acre, or part thereof, of the Licensed Area, due and payable upon the date of commencement of this license and on the anniversary thereof. Initially, the fee shall be \$25.00 per acre (for a total of **\$250.00**) it shall automatically increase to the maximum amount at any time permitted under the Statute.

5. Additional Conditions:

a. All activities of the Licensee under this license shall be subject to the supervision of the Marine Department of the Town (the "Department") and the Marine Superintendent appointed thereby.

b. The Licensee shall submit to the Department reports of its activities including the total number of bushels of each type of shellfish planted, produced or marketed in or from the Licensed Area along with an estimate of the total number of bushels of each type of shellfish planted or growing thereon along with such information as the Department shall request. **The reports shall be filed in writing and shall be submitted quarterly within 30 days after the end of each calendar quarter. The filing of such reports shall constitute the Licensee's representation and warranty that the information contained therein is true and correct.**

c. Upon the determination by the Marine Superintendent, or his agent, that a substantial set of scallops has occurred, the Licensee shall remove naturally occurring seed and adult scallops from the Licensed Area under the supervision of the Department.

d. Upon request by the Town, and agreed to in writing, amending this agreement the Licensee shall donate shellfish seed and or services per year to enhance the Town Propagation Program. (i.e.: shellfish grow out, over wintering, seed, water quality monitoring)

e. The Licensee shall cause the Licensed Area to be plainly marked with monuments, buoys or other appropriate means (approved by the Department) and shall maintain such markers in good repair throughout the term hereof

f. This License may not be transferred by the Licensee except with the approval of the Board of Selectmen to a person to whom it might have been granted originally.

g. This License may be terminated by the Town upon its reasonable determination that:

(i) The Licensee has failed to make substantial use of the License granted hereby constituting an abandonment of the license; or

(ii) The Licensee has failed to cure a breach of any of the terms and conditions of this License promptly after written notice thereof.

6. Insurance: The Licensee, its contractors, agents, representatives, shall maintain sufficient public liability insurance, with coverage for bodily injury, wrongful death, and property damage in amounts reasonable satisfactory to the Town but not less than **\$1,000,000 per occurrence and \$3,000,000** cumulative. The Licensee shall provide such other insurance coverage as the Town may reasonably require in connection herewith.

The Licensee shall provide the Town with a certificate of such public liability insurance **annually**. The Licensee's contractors, agents and representatives shall supply bonding certificates for any construction or rehabilitation contemplated hereby showing compliance with the foregoing provisions and/or the provisions of all construction contracts associated with this project

7. Indemnification: The exercise of this License shall constitute the Licensee's acceptance of complete liability for the actions or omissions of Licensee, its contractors, agents, representatives, employees, assignees and invitees while present upon the Licensed Premises.

The Licensee shall defend, indemnify and hold harmless the Town and its officers, employees and agents from and against any and all claims and costs whatsoever arising from or related to exercise by the Licensee of any rights granted hereby.

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



8. Conduct:

a. Entry and use under this License by the Licensee and its contractors, agents, representatives, employees, assignees and invitees, shall at all times, be subject to review by the Marine Superintendent.

b. The Town shall have the right, at all reasonable times, to enter onto and inspect the Licensed Area.

c. Licensee shall observe and obey directives from the Marine Superintendent and or other authorized representatives of the Town with respect to all applicable laws, statutes, ordinances, regulations and permitting or the requirements of the License.

d. The Licensee shall not undertake any construction, reconstruction, rehabilitation or refurbishment upon the Licensed Area without having received the written approval of the Town or its authorized representative. After any such construction is completed, the Licensee shall submit to the Town written documentation including a complete breakdown of costs incurred in connection therewith.

e. The Licensee, its contractors, agents and or representatives shall provide and maintain an emergency contact person and telephone number with the Town's representative during the term hereof

f. The Licensee, at its sole expense, may place on or install such personal property, including equipment, as may be reasonably necessary for the contemplated purposes. The Town shall not be responsible for the theft or other loss of such property located within the Licensed Area. Any equipment, rafts, floats, nets, boats adrift after or the result of storm events or through negligence must be recovered from private property immediately.

g. The Licensee also agrees to restore the Licensed Area to its original condition as at the commencement of the License, upon the termination of the rights granted hereunder, except as provided herein or as otherwise expressly permitted by the Town in writing.

9. Termination; Ownership of Improvements: Unless renewed, this License will terminate upon either (i) the expiration of the term hereof in accordance with the provisions of Section 2 or (ii) ninety days after giving of a written notice by the Town upon the violation of any of the terms and provisions of this License by the Licensee if the Licensee has failed to cure the violation within the period.

Upon any such termination, the Licensee shall remove all of its personal property and equipment stored located within the License Area and otherwise restore the Licensed Area to its condition at the commencement of this License. If the Licensee fails to do so, the Town may, at its option, elect to (i) remove part or all of the property at the Licensee's expense and charge the Licensee the reasonable cost thereof or (ii) take title to the property as it may choose without payment therefor.

10. Modification; Assignment: Any modification or amendment to this License must be in writing. This License is not transferable and no privilege contained herein may be assigned to any other person, organization or entity without the express written consent of the Town.

11. Survival of Terms and Provisions: All appropriate terms and provisions hereof shall survive the termination or revocation of the License.

Granted and Delivered this 17<sup>th</sup> of February, 2011

TOWN OF NANTUCKET, Acting by and through its Board of Selectmen

By: Pat Ross

By: Bill

By: [Signature]

By: \_\_\_\_\_

By: Bill

Date: February 16, 2011

Licensee: \_\_\_\_\_

By: [Signature]  
Title

# MASSACHUSETTS DIVISION OF MARINE FISHERIES - DESIGNATED SHELLFISH GROWING AREA

**Division of  
Marine Fisheries**  
DIRECTOR FIELD OFFICERS



Produced: December 07, 1999

SCALE 1 inch : 959 feet

## STATION TYPE

CLASSIFICATION

POLLUTION SOURCE

AD-HOC

PRIMARY PSP

SECONDARY PSP

TERTIARY PSP

CHEMICAL

MARINA

## BOUNDARY LINES CLASS AREA TYPE, AS OF 07/01/1999

GROWING AREA

CLASSIFICATION AREA

TOWN

APPROVED

CONDITIONALLY APPROVED

CONDITIONALLY RESTRICTED

RESTRICTED

MANAGEMENT CLOSE

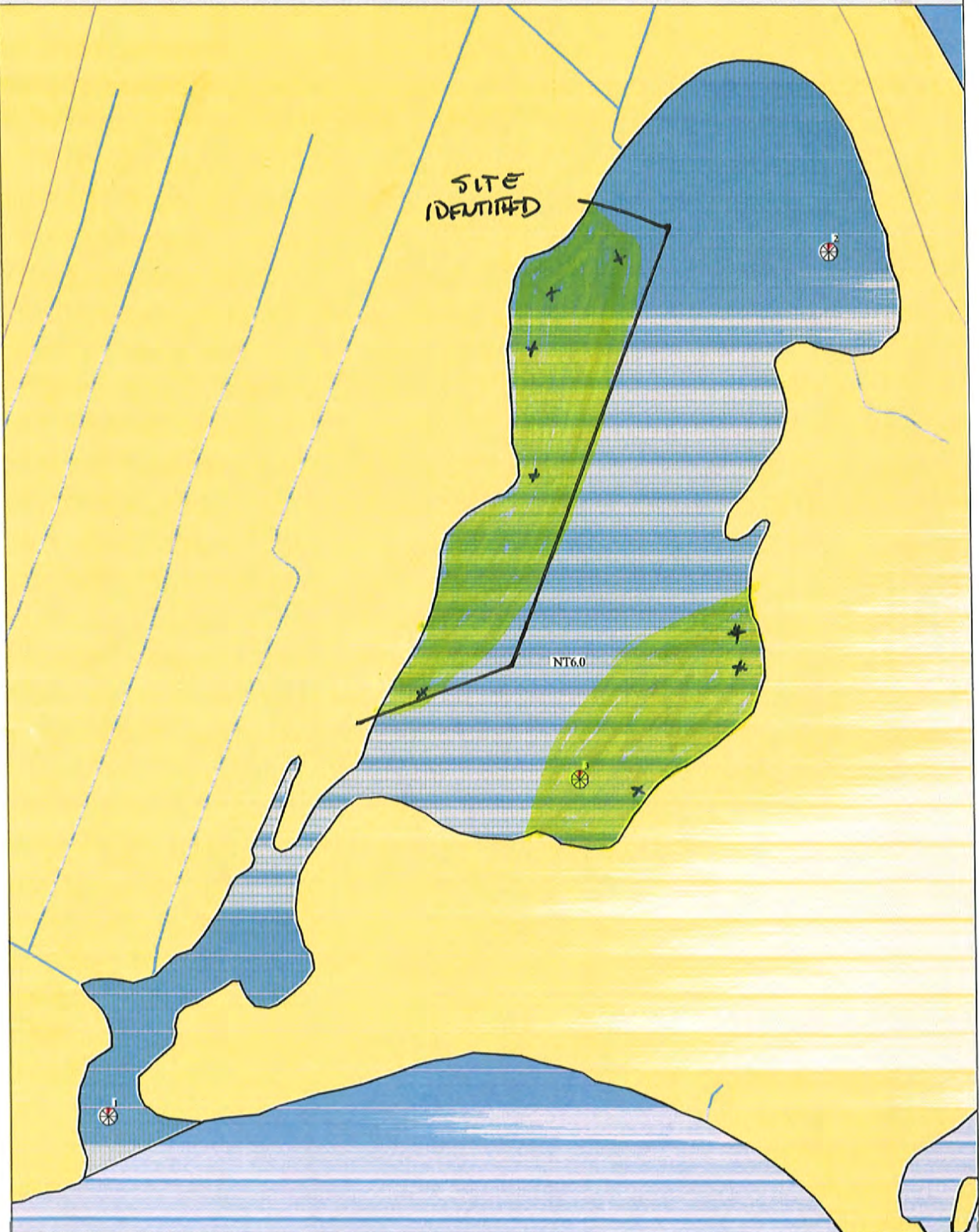
PROHIBITED

GROWING AREA CODE: NT6

AREA NAME: COSKATA POND

AREA TOWN(S): NANTUCKET

*This product is for planning and educational purposes only. It is not to be used by itself for legal boundary definition or regulatory interpretation.*



License Number Eight (8a)

PRIVATE SHELLFISH AQUACULTURE LICENSE

The Town of Nantucket ("Town"), acting by and through the Board of Selectmen, pursuant to the provisions of M.G.L. c. 130, section 57, et seq. (the "Statute") hereby grants a private shellfish aquaculture license to **Mr. Stephen L. Bender**, a Massachusetts entity with its principal address at 73 Orange Street, Nantucket, MA 02554

---

RECITALS

A. Pursuant to the Statute, the Town is authorized to grant shellfish aquaculture licenses with respect to portions of tidal flats and land under coastal waters, subject to certain certifications by the State Division of Marine Fisheries;

B. After due process including advertising for and holding a public hearing by the Board of Selectmen and compliance with the guidelines for issuing aquaculture grants formatted by the Shellfish Harbor Advisory Board. **Public hearing conducted on June 15, 2011**

C. This property obtained a favorable determination from the Nantucket Conservation Commission dated June 6, 1994.

NOW, THEREFORE, The Town hereby grants a shellfish aquaculture license as follows;

1. Licensed Use The licensee shall have the exclusive right to plant, grow, dig and harvest shellfish by means of rafts, rack or floats with the Licensed Area described below subject to the conditions herein and further subject to all applicable federal, state and municipal laws, regulations and ordinances.

2. Licenses Area: This License shall pertain to an area of approximately **Three (3) acres** located off of Pocomo Meadows in the tidewaters of Nantucket Harbor as more particularly described in the survey and plan attached as Exhibit A, (the "Licensed Area").

3. Term of the License: This License shall commence on **October 29, 2011 and** continue for a term of **Ten (10)** years unless sooner terminated as set forth herein.

g. This License may be terminated by the Town upon its reasonable determination that:

(i) The Licensee has failed to make substantial use of the License granted hereby constituting an abandonment of the license; or

(ii) The Licensee has failed to cure a breach of any of the terms and conditions of this License promptly after written notice thereof.

6. Insurance: The Licensee, its contractors, agents, representatives, shall maintain sufficient public liability insurance, with coverage for bodily injury, wrongful death, and property damage in amounts reasonable satisfactory to the Town but not less than \$1,000,000 per occurrence and \$3,000,000 cumulative. The Licensee shall provide such other insurance coverage as the Town may reasonably require in connection herewith.

The Licensee shall provide the Town with a certificate of such public liability insurance annually. The Licensee's contractors, agents and representatives shall supply bonding certificates for any construction or rehabilitation contemplated hereby showing compliance with the foregoing provisions and/or the provisions of all construction contracts associated with this project

7. Indemnification: The exercise of this License shall constitute the Licensee's acceptance of complete liability for the actions or omissions of Licensee, its contractors, agents, representatives, employees, assignees and invitees while present upon the Licensed Premises.

The Licensee shall defend, indemnify and hold harmless the Town and its officers, employees and agents from and against any and all claims and costs whatsoever arising from or related to exercise by the Licensee of any rights granted hereby.

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

Upon any such termination, the Licensee shall remove all of its personal property and equipment stored or located within the License Area and otherwise restores the Licensed Area to its condition at the commencement of this License. If the Licensee fails to do so, the Town may, at its option, elect to (i) remove part or all of the property at the Licensee's expense and charge the Licensee's the reasonable cost thereof or (ii) take title to such the property as it may choose without pavement therefore.

10. Modification; Assignment: Any modification or amendment to this License must be in writing. This License is not transferable and no privilege contained herein may be assigned to any other person or organization without the express written consent of the Town.

11. Survival of Terms and Provisions: All appropriate terms and provisions hereof shall survive the termination or revocation of the License.

Granted and delivered this date: 9/26/11

TOWN OF NANTUCKET, Acting by and through its Board of Selectmen

By: Tim O'Sullivan

By: W R. Wilton

By: [Signature]

By: Pam Rogers

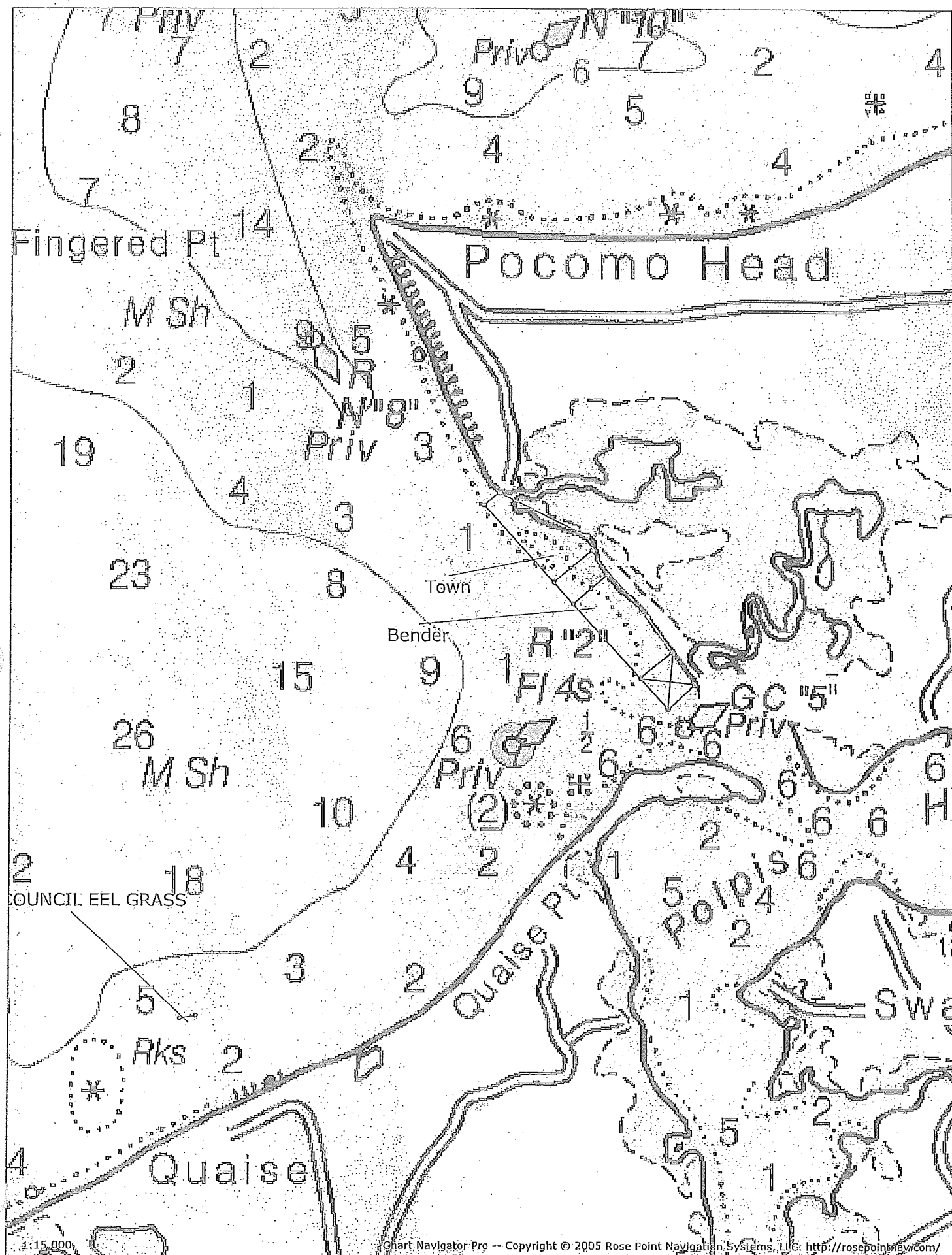
By: [Signature]

Date: 9/26/11

Licensee: [Signature]

By: OWNER  
Title





# TOWN OF NANTUCKET NATURAL RESOURCES DEPARTMENT

JEFF CARLSON, NATURAL RESOURCES DIRECTOR  
2 BATHING BEACH ROAD  
NANTUCKET, MA 02554

JCARLSON@NANTUCKET-MA.GOV  
508-228-7230



4/21/2021

Theodore Lambrecht  
PO Box 3319  
Nantucket, MA 02584

Dear Mr. Lambrecht,

In reviewing your private shellfish aquaculture licenses (license number 12, issued on January 22, 2015 and license 12b issued May 1, 2015) issued by the Town of Nantucket and in reviewing the Town of Nantucket Shellfish Regulations adopted on March 4, 2015 and amended April 20, 2016 the Natural Resources Department (NRD) has found a number of requirements with which you are not in compliance and resulting in pursuing revocation of the licenses.

This revocation process will be conducted in accordance with section 5g. of your license that states:

"This license may be terminated by the town upon its reasonable determination that:

- (i) *The Licensee has failed to make substantial use of the License Granted hereby constituting an abandonment of the license: or*
- (ii) *The Licensee has failed to cure a breach of any of the terms and conditions of this License promptly after written notice thereof."*

After reviewing the information that you provided us the Natural Resource Department does not believe that you have made substantial use of the license and the license requires revocation as required by the regulations and terms described below.

## **Section 5.16 - Minimum Levels Production**

*There shall be minimum level of shellfish production required in order to retain an aquaculture license. This shall be: a minimum inventory maintained of 10,000 shellfish per acre. These standards are subject for review by the BOS or its designee and may be amended.*

There are no reports on file demonstrating compliance with this condition and based upon physical inspection of the lease areas over the past three season the Natural Resources Department believes that you are not in compliance with this regulation.

## **Section 5.17 - Failure to Meet Production Levels**

*Failure of the licensee/s to meet the specified production level for any three (3) consecutive years may result in the forfeit of the aquaculture license and licensed area, as stated in MGL Chapter 130; Section 65*

There are no reports on file demonstrating compliance with this condition and based upon physical inspection of the lease areas over the past three season the Natural Resources Department believes that you are not in compliance with this regulation.



# TOWN OF NANTUCKET NATURAL RESOURCES DEPARTMENT

JEFF CARLSON, NATURAL RESOURCES DIRECTOR  
2 BATHING BEACH ROAD  
NANTUCKET, MA 02554

JCARLSON@NANTUCKET-MA.GOV  
508-228-7230



Matters of non-compliance relating to the Private Shellfish Aquaculture Lease:

Under Additional Conditions 5b. *"The Licensee shall submit to the Department reports of its activities including the total number of bushels of each type of shellfish planted, produced or marketed in or from the Licensed Area along with an estimate of the total number of bushels of each type of shellfish planted or growing thereon along with such information as the Department shall request. The reports shall be filed in writing and shall be submitted quarterly within 30 days after the end of each calendar quarter. The filing of such reports shall constitute the Licensee's representation and warranty that the information contained therein is true and correct."*

The Natural Resources Department have not received any reports from you from 2015-current. The failure to provide these reports demonstrates that the lease is not substantially being used.

Under 8. Conduct

c. *"Licensee shall observe and obey directives from the Marine Superintendent and or other authorized representatives of the Town with respect to all applicable laws, statutes, ordinances, regulations and permitting of the Licensee."*

You are not in compliance with the lease or the adopted guidelines.

Again, this letter is to serve as formal written notice that you are not in compliance with the terms of the lease and regulations, and that you have failed to substantially make use of the lease as granted by the license. The Natural Resources Department had been reviewing this non-compliance with the Harbor and Shellfish Advisory Board (HSAB) for several months with you present and participating in many of the discussions. HSAB had given a deadline of 4/15/21 for substantial progress to be made in cleanup the lease sites which was not met. At the 4/20/21 meeting of HSAB a unanimous vote was taken to endorse the revocation of your remaining leases. The Natural Resources Department is scheduling a public hearing with the Town of Nantucket Select Board for May 12, 2021 to request the formal revocation of your leases. Should you wish to forgo the hearing you may forfeit your licenses by written request to the Natural Resources Office and the public hearing will be cancelled. No work should be occurring on the lease sites without written authorization from the Natural Resources Department.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Carlson", is written over the word "Sincerely,".

Jeff Carlson,  
Town of Nantucket  
Natural Resources Director

May 6, 2021

Dawn Hill-Holdgate

Jason Bridges

Matt Fee

Kristie L. Ferrantella

Melissa Murphy

Ms. Hill-Holdgate,

At our April 20, 2021 meeting, the Harbor & Shellfish Advisory Board (HSAB) voted unanimously to recommend that the Select Board revoke private shellfish aquaculture licenses 12 and 12b held by Theodore Lambrecht of Nantucket, MA. With the advice and expertise of the Natural Resources Department (NRD), the HSAB is recommending that the Select Board revoke these licenses held by Mr. Lambrecht because he failed to make substantial use of his licenses. Although the HSAB defers to Natural Resources Director Jeff Carlson for the definitive explanation for revoking Mr. Lambrecht's licenses, we cite non-compliance with Section 5g of his licenses including Section 5.16 – Minimum Levels of Production, Section 5.17 – Failure to Meet Production Levels and Chapter 130; Section 65 of the Code of the Town of Nantucket as the basis of our recommendation.

Please understand that the HSAB did not render this recommendation lightly and with any undue measure of haste. Quite the opposite. Realizing, through Mr. Lambrecht's explanation, that he has endured hardships over the course of holding his licenses including major surgery requiring a period of rehabilitation and the well-known challenges associated with the loss of and search for island housing, the HSAB endeavored to work with Mr. Lambrecht to get him back into compliance with his license.

From Sept. 15, 2020 through April 15, 2021, our board monitored Mr. Lambrecht's progress in restoring his oyster boat to operational seaworthiness to ensure he could get out on the harbor ASAP to remove his oyster cages from the bottom, which had been submerged for several years, in preparation for his upcoming season in 2021. Mr. Lambrecht attended our meetings regularly to provide the HSAB with updates on his progress and we offered guidance on possible expediency solutions.

Unfortunately, Mr. Lambrecht did not move as quickly as the HSAB and the NRD had hoped he would, coming into this spring when the Town's other oyster licensees would be restarting operations on their leases. As a result, at the HSAB's March 2, 2021 meeting, we set a deadline of April 15 by which time Mr. Lambrecht had to show significant headway in removing his cages from the bottom of the harbor. From our minutes of March 2, "The HSAB voted 6-1, Mr. Szydlowski voting no, to give Mr. Lambrecht until April 15 to be actively engaged in removing his oyster cages from the bottom of the harbor, showing real progress and with the NRD to determine if sufficient progress is made to halt the revocation of Mr. Lambrecht's license." Mr. Szydlowski voted against this motion because he felt the HSAB should apply a shorter deadline to Mr. Lambrecht's situation.

As we're well past that deadline with no signs of any progress by Mr. Lambrecht, we ask that the Select Board revoke Mr. Lambrecht's private shellfish aquacultures licenses so that his aquaculture gear can be removed from the harbor and the lease site made available to the next applicant on the NRD's oyster lease waiting list.

Thank you for your time and patience in considering our recommendation regarding revocation of Mr. Lambrecht's licenses.

Sincerely,

The Harbor & Shellfish Advisory Board

Andrew G. Lowell, Chairman

David F. Fronzuto, Vice Chairman

Peter B. Brace, Secretary

Virginia Andrews

Thomas C. Szydlowski

Daniel R. Pronk

David E. Bossi

License Number 12

***PRIVATE SHELLFISH AQUACULTURE LICENSE***

The Town of Nantucket ("Town"), acting by and through the Board of Selectmen, pursuant to the provisions of M.G.L. c. 130, section 57, et seq. (the "Statute") hereby grants a private shellfish aquaculture license to Theodore Lambrect, a Massachusetts identity with its principal address at 22 Rugged Rd, Nantucket, MA. 02554.

RECITALS

- A. Pursuant to the Statute, the Town is authorized to grant shellfish aquaculture licenses with respect to portions of tidal flats and land under coastal waters, subject to certain certifications by the State Division of Marine Fisheries;
- B. After due process including advertising for and holding a public hearing by the Board of Selectmen and compliance with the guidelines for issuing aquaculture grants formatted by the Shellfish Harbor Advisory Board.
- C. The applicant obtaining a favorable determination from the Nantucket Conservation Commission dated N/A previously approved site.

NOW, THEREFORE, The Town hereby grants a shellfish aquaculture license as follows;

1. Licensed Use:

The licensee shall have the exclusive right to plant, grow, dig and harvest shellfish by means of rafts, racks or floats with the Licensed Area described below subject to the conditions herein and further subject to all applicable federal, state and municipal laws, regulations and ordinances.

2. Licenses Area:

This License shall pertain to an area of approximately four acres located "The Head of the Harbor" in Nantucket Harbor as more particularly described in the survey and plan attached as Exhibit A, (the "Licensed Area").

3. Term of the License:

This License shall commence on January 22, 2015 and continue for a term of ten years (2025) unless sooner terminated as set forth herein.

#### 4. License Fee:

The Licensee shall pay to the Town as annual license fee per acre, or part thereof, of the Licensed Area, due and payable upon the date of commencement of this license and on the anniversary thereof. Initially, the fee shall be \$25.00 per acre (for a total of \$100.00) it shall automatically increase to the maximum amount at any time permitted under the Statute.

#### 5. Additional Conditions:

a. All activities of the Licensee under this license shall be subject to the supervision of the Natural Resources Department of the Town (the "Department") and the Natural Resources Coordinator appointed thereby.

b. The Licensee shall submit to the Department reports of its activities including the total number of bushels of each type of shellfish planted, produced or marketed in or from the Licensed Area along with an estimate of the total number of bushels of each type of shellfish planted or growing thereon along with such information as the Department shall request using the standardized forms. The reports shall be filed in writing and shall be submitted in April within and December of each calendar year. The filing of such reports shall constitute the Licensee's representation and warranty that the information contained therein is true and correct.

c. Upon the determination by the Natural Resources Coordinator, or his agent, that a substantial set of scallops has occurred, the Licensee shall remove naturally occurring seed and adult scallops from the Licensed Area under the supervision of the Department.

d. Upon request by the Town, and agreed to in writing, amending this agreement the Licensee shall donate shellfish seed and or services per year to enhance the Town Propagation Program. (i.e.: shellfish grow out, over-wintering, seed, water quality monitoring)

e. The Licensee shall cause the Licensed Area to be plainly marked with monuments, buoys or other appropriate means (approved by the Department) and shall maintain such markers in good repair throughout the term hereof.

f. This License may not be transferred by the Licensee except with the approval of the Board of Selectmen to a person to whom it might have been granted originally. (established guidelines for license).

g. This License may be terminated by the Town upon its reasonable determination that:

(i) The Licensee has failed to make substantial use of the License granted hereby constituting an abandonment of the license; or

(ii) The Licensee has failed to cure a breach of any of the terms and conditions of this License promptly after written notice thereof.

#### 6. Insurance:

The Licensee, its contractors, agents, representatives, shall maintain sufficient public liability insurance, with coverage for bodily injury, wrongful death, and property damage in amounts reasonable satisfactory to the Town but not less than \$1,000,000 per occurrence and \$3,000,000 cumulative. The Licensee shall provide such other insurance coverage as the Town may reasonably require in connection herewith.

The Licensee shall provide the Town with a certificate of such public liability insurance annually. The Licensee's contractors, agents and representatives shall supply bonding certificates for any construction or rehabilitation contemplated hereby showing compliance with the foregoing provisions and/or the provisions of all construction contracts associated with this project

#### 7. Indemnification:

The exercise of this License shall constitute the Licensee's acceptance of complete liability for the actions or omissions of Licensee, its contractors, agents, representatives, employees, assignees and invitees while present upon the Licensed Premises.

The Licensee shall defend, indemnify and hold harmless the Town and its officers, employees and agents from and against any and all claims and costs whatsoever arising from or related to exercise by the Licensee of any rights granted hereby.

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



## 8. Conduct:

a. Entry and use under this License by the Licensee and its contractors, agents, representatives, employees, assignees and invitees, shall at all times, be subject to review by the Natural Resources Department.

b. The Town shall have the right, at all reasonable times, to enter onto and inspect the Licensed Area.

c. Licensee shall observe and obey directives from the Natural resources Coordinator and or other authorized representatives of the Town with respect to all applicable laws, statutes, ordinances, regulations and permitting or the requirements of the License.

d. The Licensee shall not undertake any construction, reconstruction, rehabilitation or refurbishment upon the Licensed Area without having received the written approval of the Town or its authorized representative. After any such construction is completed, the Licensee shall submit to the Town written documentation including a complete breakdown of costs incurred in connection therewith.

e. The Licensee, its contractors, agents and or representatives shall provide and maintain an emergency contact person and telephone number with the Town's representative during the term hereof

f. The Licensee, at its sole expense, may place on or install such personal property, including equipment, as may be reasonably necessary for the contemplated purposes. The Town shall not be responsible for the theft or other loss of such property located within the Licensed Area. Any equipment, rafts, floats, nets, boats adrift after or the result of storm events or through negligence must be recovered from private property immediately.

g. The Licensee also agrees to restore the Licensed Area to its original condition as at the commencement of the License, upon the termination of the rights granted hereunder, except as provided herein or as otherwise expressly permitted by the Town in writing.

## 9. Termination:

Ownership of Improvements: Unless renewed, this License will terminate upon either (i) the expiration of the term hereof in accordance with the provisions of Section 2 or (ii) ninety days after giving of a written notice by the Town upon the violation of any of the terms and provisions of this License by the Licensee if the Licensee has failed to cure the violation within the period.

Upon any such termination, the Licensee shall remove all of its personal property and equipment stored or located within the License Area and otherwise restores the Licensed Area to its condition at the commencement of this License. If the Licensee fails to do so, the Town may, at its option, elect to (i) remove part or all of the property at the Licensee's expense and charge the Licensee the reasonable cost thereof or (ii) take title to such the property as it may choose without payment therefore.

10. Modification, Assignment:

Any modification or amendment to this License must be in writing. This License is not transferable and no privilege contained herein may be assigned to any other person, organization without the express written consent of the Town.

11. Survival of Terms and Provisions:

All appropriate terms and provisions hereof shall survive the termination or revocation of the License.

Granted and Delivered this 1<sup>st</sup> day of May, 2015

TOWN OF NANTUCKET, Acting by and through its Board of Selectmen

By: [Signature]

By: [Signature]

By: David A. Turk

By: mfee

By: Chadman

Date: MAY 20, 2015

Licensee: [Signature]

By: [Signature], MRC  
Title

\_\_\_\_\_  
Date

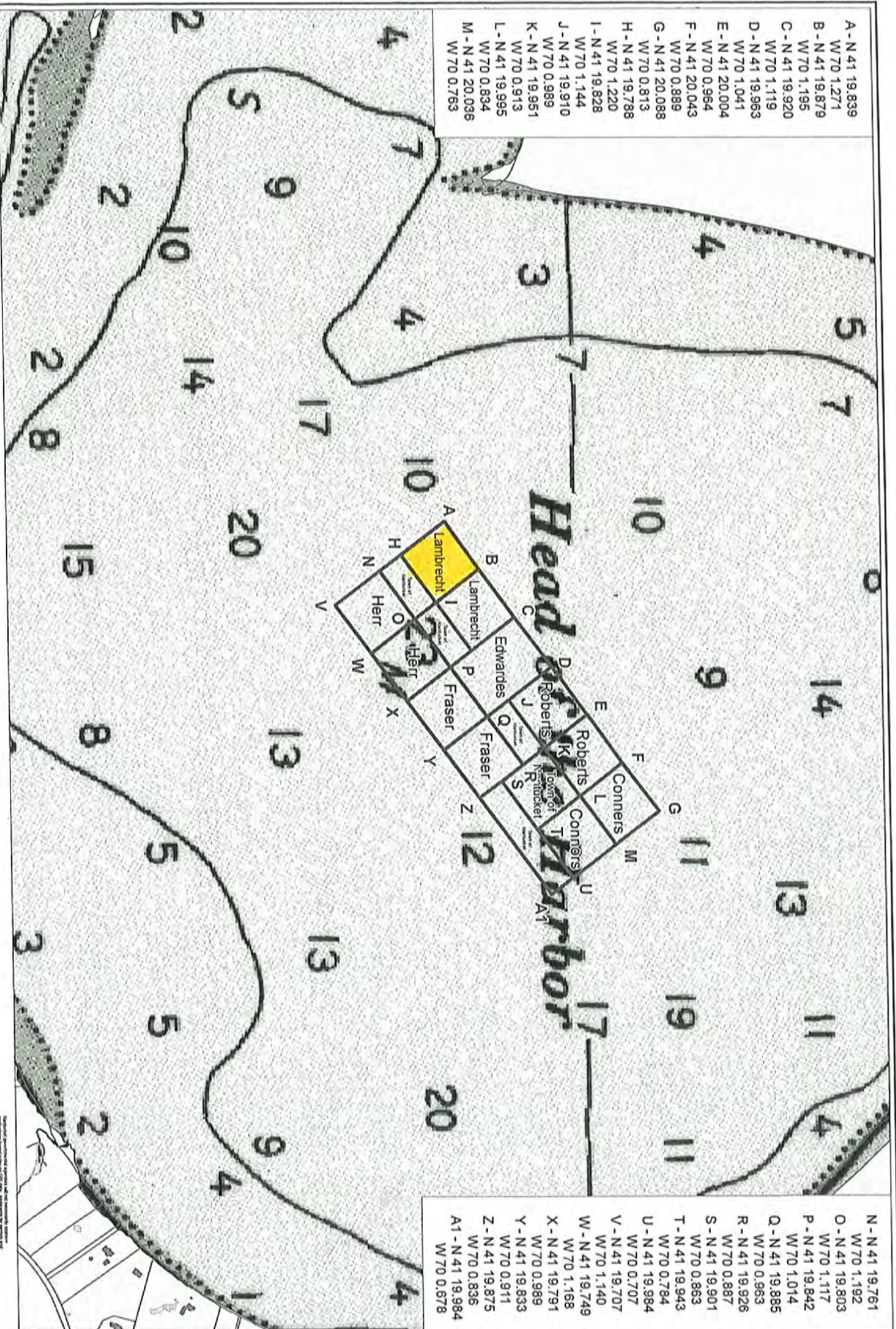


EXHIBIT A  
DESCRIPTION OF LICENSED AREA



A - N 41 19,839  
W 70 1,271  
B - N 41 19,879  
W 70 1,195  
C - N 41 19,920  
W 70 1,119  
D - N 41 19,963  
W 70 1,041  
E - N 41 20,004  
W 70 0,964  
F - N 41 20,043  
W 70 0,889  
G - N 41 20,088  
W 70 0,813  
H - N 41 19,788  
W 70 1,220  
I - N 41 19,828  
W 70 1,144  
J - N 41 19,910  
W 70 0,989  
K - N 41 19,951  
W 70 0,913  
L - N 41 19,995  
W 70 0,834  
M - N 41 20,036  
W 70 0,763

N - N 41 19,761  
W 70 1,182  
O - N 41 19,803  
W 70 1,117  
P - N 41 19,842  
W 70 1,014  
Q - N 41 19,885  
W 70 0,963  
R - N 41 19,926  
W 70 0,887  
S - N 41 19,901  
W 70 0,863  
T - N 41 19,943  
W 70 0,784  
U - N 41 19,984  
W 70 0,707  
V - N 41 19,707  
W 70 1,140  
W - N 41 19,749  
W 70 1,168  
X - N 41 19,791  
W 70 0,989  
Y - N 41 19,833  
W 70 0,911  
Z - N 41 19,875  
W 70 0,836  
A1 - N 41 19,984  
W 70 0,678



# Town of Nantucket - GIS Mapsheet



This map is for informational purposes only. It is not intended to be used for legal or financial purposes. The Town of Nantucket is not responsible for any errors or omissions on this map. The map is subject to change without notice.

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**Aquaculture**



Massachusetts Department of Environmental Protection  
Division of Aquaculture  
200 Water Street  
Nantucket, MA 02554

- ☐ ACE Aquaculture
- ☐ Parcels
- ☐ Building

**Legend**

Please send correspondence of any errors to:  
GIS Coordinator  
Town of Nantucket  
200 Water Street  
Nantucket, MA 02554

License Number 12b

***PRIVATE SHELLFISH AQUACULTURE LICENSE***

The Town of Nantucket ("Town"), acting by and through the Board of Selectmen, pursuant to the provisions of M.G.L. c. 130, section 57, et seq. (the "Statute") hereby grants a private shellfish aquaculture license to Theodore Lambrect, a Massachusetts identity with its principal address at 22 Rugged Rd, Nantucket, MA. 02554.

RECITALS

- A. Pursuant to the Statute, the Town is authorized to grant shellfish aquaculture licenses with respect to portions of tidal flats and land under coastal waters, subject to certain certifications by the State Division of Marine Fisheries;
- B. After due process including advertising for and holding a public hearing by the Board of Selectmen and compliance with the guidelines for issuing aquaculture grants formatted by the Shellfish Harbor Advisory Board.
- C. The applicant obtaining a favorable determination from the Nantucket Conservation Commission dated N/A previously approved site.

NOW, THEREFORE, The Town hereby grants a shellfish aquaculture license as follows;

1. Licensed Use:

The licensee shall have the exclusive right to plant, grow, dig and harvest shellfish by means of rafts, racks or floats with the Licensed Area described below subject to the conditions herein and further subject to all applicable federal, state and municipal laws, regulations and ordinances.

2. Licenses Area:

This License shall pertain to an area of approximately four acres located "The Head of the Harbor" in Nantucket Harbor as more particularly described in the survey and plan attached as Exhibit A, (the 'Licensed Area').

3. Term of the License:

This License shall commence on May 1, 2015 and continue for a term of ten years (2025) unless sooner terminated as set forth herein.



#### 4. License Fee:

The Licensee shall pay to the Town as annual license fee per acre, or part thereof, of the Licensed Area, due and payable upon the date of commencement of this license and on the anniversary thereof. Initially, the fee shall be \$25.00 per acre (for a total of \$100.00) it shall automatically increase to the maximum amount at any time permitted under the Statute.

#### 5. Additional Conditions:

a. All activities of the Licensee under this license shall be subject to the supervision of the Natural Resources Department of the Town (the "Department") and the Natural Resources Coordinator appointed thereby.

b. The Licensee shall submit to the Department reports of its activities including the total number of bushels of each type of shellfish planted, produced or marketed in or from the Licensed Area along with an estimate of the total number of bushels of each type of shellfish planted or growing thereon along with such information as the Department shall request using the standardized forms. The reports shall be filed in writing and shall be submitted in April within and December of each calendar year. The filing of such reports shall constitute the Licensee's representation and warranty that the information contained therein is true and correct.

c. Upon the determination by the Natural Resources Coordinator, or his agent, that a substantial set of scallops has occurred, the Licensee shall remove naturally occurring seed and adult scallops from the Licensed Area under the supervision of the Department.

d. Upon request by the Town, and agreed to in writing, amending this agreement the Licensee shall donate shellfish seed and or services per year to enhance the Town Propagation Program. (i.e.: shellfish grow out, over-wintering, seed, water quality monitoring)

e. The Licensee shall cause the Licensed Area to be plainly marked with monuments, buoys or other appropriate means (approved by the Department) and shall maintain such markers in good repair throughout the term hereof.

f. This License may not be transferred by the Licensee except with the approval of the Board of Selectmen to a person to whom it might have been granted originally. (established guidelines for license).

g. This License may be terminated by the Town upon its reasonable determination that:

(i) The Licensee has failed to make substantial use of the License granted hereby constituting an abandonment of the license; or

(ii) The Licensee has failed to cure a breach of any of the terms and conditions of this License promptly after written notice thereof.



## 6. Insurance:

The Licensee, its contractors, agents, representatives, shall maintain sufficient public liability insurance, with coverage for bodily injury, wrongful death, and property damage in amounts reasonable satisfactory to the Town but not less than \$1,000,000 per occurrence and \$3,000,000 cumulative. The Licensee shall provide such other insurance coverage as the Town may reasonably require in connection herewith.

The Licensee shall provide the Town with a certificate of such public liability insurance annually. The Licensee's contractors, agents and representatives shall supply bonding certificates for any construction or rehabilitation contemplated hereby showing compliance with the foregoing provisions and/or the provisions of all construction contracts associated with this project

## 7. Indemnification:

The exercise of this License shall constitute the Licensee's acceptance of complete liability for the actions or omissions of Licensee, its contractors, agents, representatives, employees, assignees and invitees while present upon the Licensed Premises.

The Licensee shall defend, indemnify and hold harmless the Town and its officers, employees and agents from and against any and all claims and costs whatsoever arising from or related to exercise by the Licensee of any rights granted hereby.

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

## 8. Conduct:

a. Entry and use under this License by the Licensee and its contractors, agents, representatives, employees, assignees and invitees, shall at all times, be subject to review by the Natural Resources Department.

b. The Town shall have the right, at all reasonable times, to enter onto and inspect the Licensed Area.

c. Licensee shall observe and obey directives from the Natural resources Coordinator and or other authorized representatives of the Town with respect to all applicable laws, statutes, ordinances, regulations and permitting or the requirements of the License.

d. The Licensee shall not undertake any construction, reconstruction, rehabilitation or refurbishment upon the Licensed Area without having received the written approval of the Town or its authorized representative. After any such construction is completed, the Licensee shall submit to the Town written documentation including a complete breakdown of costs incurred in connection therewith.

e. The Licensee, its contractors, agents and or representatives shall provide and maintain an emergency contact person and telephone number with the Town's representative during the term hereof

f. The Licensee, at its sole expense, may place on or install such personal property, including equipment, as may be reasonably necessary for the contemplated purposes. The Town shall not be responsible for the theft or other loss of such property located within the Licensed Area. Any equipment, rafts, floats, nets, boats adrift after or the result of storm events or through negligence must be recovered from private property immediately.

g. The Licensee also agrees to restore the Licensed Area to its original condition as at the commencement of the License, upon the termination of the rights granted hereunder, except as provided herein or as otherwise expressly permitted by the Town in writing.

## 9.Termination:

Ownership of Improvements: Unless renewed, this License will terminate upon either (i) the expiration of the term hereof in accordance with the provisions of Section 2 or (ii) ninety days after giving of a written notice by the Town upon the violation of any of the terms and provisions of this License by the Licensee if the Licensee has failed to cure the violation within the period.

Upon any such termination, the Licensee shall remove all of its personal property and equipment stored or located within the License Area and otherwise restores the Licensed Area to its condition at the commencement of this License. If the Licensee fails to do so, the Town may, at its option, elect to (i) remove part or all of the property at the Licensee's expense and charge the Licensee's the reasonable cost thereof or (ii) take title to such the property as it may choose without payment therefore.

10. Modification, Assignment:

Any modification or amendment to this License must be in writing. This License is not transferable and no privilege contained herein may be assigned to any other person, organization without the express written consent of the Town.

11. Survival of Terms and Provisions:

All appropriate terms and provisions hereof shall survive the termination or revocation of the License.

Granted and Delivered this 1<sup>st</sup> day of May, 2015

TOWN OF NANTUCKET, Acting by and through its Board of Selectmen

By: [Signature]

By: [Signature]

By: Rick A. Turk

By: [Signature]

By: [Signature]

Date: 2015  
MAY 20, 2015

Licensee: [Signature] Ambrecht

By: [Signature] NRC  
Title

Date



EXHIBIT A  
DESCRIPTION OF LICENSED AREA



