

Town and County of Nantucket Select Board • County Commissioners

Dawn E. Hill Holdgate, Chair
Thomas M. Dixon
Matt Fee
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Brooke Mohr



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C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE SELECT BOARD APRIL 10, 2024 - 5:30 PM PSF COMMUNITY ROOM, 4 FAIRGROUNDS ROAD AND REMOTE PARTICIPATION VIA ZOOM WEBINAR NANTUCKET, MASSACHUSETTS

YOU TUBE LINK FOR VIEWING ONLY:
<https://youtube.com/live/5Cxtf3EXhQw>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:
https://us06web.zoom.us/webinar/register/WN_DqZKXqjXTmev1wBHdpk2sQ

I. CALL TO ORDER

II. SELECT BOARD ACCEPTANCE OF AGENDA

III. ANNOUNCEMENTS

1. The Select Board Meeting is Being Audio/Video Recorded.
2. DPW: April 26, 2024 Arbor Day Proclamation; and Seedling Giveaway on Saturday, April 27, 2024 and Sunday, April 28, 2024 from 8:00 AM to 12:00 PM or When Seedlings are Gone at Nantucket Landfill (Materials Recovery Facility Area).
3. Select Board/Planning Board Accepting Applications for Vacant Seat on Planning Board until Noon on Friday, April 26, 2024; Submit Applications to Planning Board at 2 Fairgrounds Road, Nantucket, MA 02554; Joint Appointment to be Made at May 22, 2024 Select Board Meeting.
4. 2024 Annual Committee/Board/Commission Vacancies.
5. No Select Board Meetings on Wednesday, April 17, 2024 (School Vacation Week); Wednesday, April 24, 2024 (Passover); Next Meeting to be Held on Wednesday, May 1, 2024.
6. 2024 Annual Town Meeting is Tuesday, May 7, 2024 at 5:00 PM at Nantucket High School, Mary P. Walker Auditorium, 10 Surfside Road; Review of Informational Town Meeting Warrant Article Videos.

7. Annual Town Election Scheduled for Tuesday, May 21, 2024 from 7:00 AM to 8:00 PM at Nantucket High School, 10 Surfside Road.
8. Select Board Announcements/Comments.

IV. FOLLOW-UP ON COMMENTS FROM PRIOR SELECT BOARD MEETINGS

1. Follow-up on Public Comment from April 3, 2024 Regarding Select Board Executive Session Meeting of March 28, 2024.

V. PUBLIC COMMENT*

VI. NEW BUSINESS*

VII. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS

1. Approval of Minutes of April 3, 2024 at 5:30 PM; April 4, 2024 at 9:00 AM.
2. Approval of Treasury Warrants for April 10, 2024.

VIII. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS/REPORTS

1. Mass General Brigham/Nantucket Cottage Hospital: Request for Waiver of Town Noise Bylaw from 10:00 PM to 10:30 PM for 27th Annual Boston Pops to be Held Saturday, August 10, 2024 at Jetties Beach.
2. Request for Waiver of Town Noise Bylaw for Town Exterior Building Improvements Project (Second Floor Window Installations) at Town Building at 16 Broad Street from 8:00 PM to 2:00 AM, April 29, 2024 to May 23, 2024.
3. Commission on Disability: Request for Public Hearing to Amend Town Regulations Chapter 367: Taxicabs, Charter, Limousine and Tour Vehicles Regarding Accessible Taxicabs.

IX. REAL ESTATE MATTERS

1. Request for Approval and Execution of Quitclaim Deed from Town to Nantucket Islands Land Bank for a Certain Parcel of Land off South Shore Road Shown as "Parcel B, Conservation Area" on Plan of Land Entitled "Division Plan of Surfside Wastewater Treatment Facility Land in Nantucket, MA Showing Parcels A & B," Dated April 23, 2023, Prepared by Blackwell & Associates, Inc.," and Recorded with Nantucket County Registry of Deeds as Plan No. 2023- 25, Pursuant to Conservation and Management Permit Issued by Massachusetts Division of Fisheries and Wildlife Dated February 21, 2024, Recorded with said Deeds in Book 1969, Page 195 and is Dedicated to the Public for the Sole Purpose of Conservation of Natural Resources.
2. Request for Approval and Execution of License Agreement with Nantucket Islands Land Bank for a Portion of a 33'-wide "Proprietors Road" Described as Parcels 1, 2 and 3 in Order of Taking Dated September 10, 2014, Recorded with Nantucket Registry of Deeds in Book 1452, Page 147 and Shown on Plan Recorded with said Deeds as Plan No. 2014-64, to Allow the Land Bank to Relocate the Cisco Beach Public Parking Area over a Portion of Proprietor's Road.

X. PUBLIC HEARINGS

1. Public Hearing to Consider Increasing Town of Nantucket Ambulance Rates.

XI. TOWN MANAGER'S REPORT

1. Select Board Strategic Plan Update: Transportation Focus Area.
2. Transportation (Including Multi-Use Paths, Roadways) Projects Update.

XII. SELECT BOARD'S REPORTS/COMMENT

1. Discussion/Potential Schedule of Special Town Meeting, Including Discussion of Potential Warrant Articles.
2. Committee Reports.

XIII. ADJOURNMENT

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



AGENDA PROTOCOL

For all Town of Nantucket Boards, Committees, Commissions, Work Groups, Councils and Trusts
(herein collectively referred to as "Committees" in this document)

Roberts Rules: Town of Nantucket Committees 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 Committees. At the Committee's discretion, matters raised under Public Comment may be directed to Town Administration and/or appropriate departmental staff, or may be placed on a future agenda, allowing all viewpoints to be represented before the Committee takes action, if any. Except in emergencies, the Committee 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 Committee to conduct its business in an orderly fashion, the following rules and procedures are adopted consistent with the United States Constitution and the Massachusetts Declaration of Rights.

The agenda for regular Committee meetings will include a Public Comment period at the beginning of the meeting unless there is more urgent business for the Committee to take up first. This time is reserved for speakers to address the Committee on matters that are not related to any other Agenda item. If a speaker wishes to address the Committee 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 an orderly and peaceable manner, without disruption to other speakers.

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 protected under the United States Constitution and the Massachusetts Declaration of

Rights because it constitutes true threats, incitement to imminent lawless conduct, or engages in conduct that disrupts other speakers.

Each speaker may not exceed three (3) minutes during any Public Comment portion of the meeting.

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

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

Committee Report and Comment: Individual Committee Members may have matters to bring to the attention of the Committee during a meeting. If the matter contemplates action by the Committee, Committee Members will consult with the Chair and/or appropriate Town officials or employees in advance and provide any needed information by applicable Committee deadlines and/or schedule the matter for a future Committee meeting. Otherwise, except in emergencies, the Committee will not normally take action on Committee Comment.

Approved: March 27, 2024



TOWN OF NANTUCKET

Proclamation

WHEREAS: The National Arbor Day Foundation has declared April 26, 2024 as Arbor Day; and

WHEREAS: In 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; and

WHEREAS: Trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife; and

WHEREAS: The Citizens of Nantucket recognize the importance historic, environmental, and aesthetic qualities which trees provide; and

WHEREAS: The Select Board supports the protection, preservation, and propagation of all Town owned trees; and

WHEREAS: The Town of Nantucket desires to enhance awareness of Arbor Day on the Island Community. Trees - wherever they are planted - are a source of joy and spiritual renewal.

NOW, THEREFORE: In recognition of the important role trees play in preserving our unique island heritage, we, the Select Board of the Town of Nantucket, in the Commonwealth of Massachusetts, do hereby proclaim April 26, 2024 as Arbor Day in the Town of Nantucket, and we urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

Signed this 10th day of April, 2024.

Dawn Holdgate, Select Board Chair
Town of Nantucket
Commonwealth of Massachusetts

national arbor day
SEEDLING GIVE-AWAY

Saturday, April 27 & Sunday, April 28

8am – 12pm or when the seedlings are all gone!

Nantucket Materials Recovery Facility (*The Dump*)

Select Board
Planning Board Vacancy Appointment Timeline
As of 4/3/2024

April 4 - Advertise Planning Board vacancy on Town's website

April 10 - Planning Board vacancy to be added to Select Board agendas as announcement

April 11 and April 18 - Advertise Planning Board vacancy in the Inky

April 26 at 12:00 PM - Deadline for submitting applications for Planning Board vacancy

May 1 and May 15 - The names of applicants who have submitted applications will be read aloud and applications will be included in the Board's packet.

May 22 - Meeting for applicants to introduce themselves and review their applications; Planning Board appointment made jointly by Select Board and remaining Planning Board members.

Planning Board (5-yr terms)

Dave Iverson	Chair	2024
Joseph Topham	Vice Chair	2028
Barry G. Rector		2025
~~John F. Trudel III~~ VACANT		2026
Nathaniel Lowell		2027

Procedure to fill a Planning Board (elected seat) vacancy

1. Pursuant to MGL Ch. 41, s. 81A, the “unexpired term shall be filled by appointment by the [Select Board] and the remainder members of the Planning Board until the next annual election, at which time, such office shall be filled, by election, for the remainder of the unexpired term.”
2. The Planning Board vacancy is to be advertised for two weeks and the Select Board’s intent to fill the vacancy will be noted on its regular meeting agenda for two weeks prior to the date of appointment and applications will be included in the agenda packet material.
3. The Planning Office will forward all applications for the vacancy to Town Administration as soon as they are received.
4. The remaining members of the Planning Board will join the Select Board at a regularly scheduled meeting and will vote to make the appointment to fill the vacancy through the next annual election.

**PART I** ADMINISTRATION OF THE GOVERNMENT**TITLE VII** CITIES, TOWNS AND DISTRICTS**CHAPTER 41** OFFICERS AND EMPLOYEES OF CITIES, TOWNS AND DISTRICTS**Section 81A** Planning board; establishment; membership; tenure; vacancies

Section 81A. Any city except Boston, and, except as hereinafter provided, any town may at any time establish a planning board hereunder. Every town not having any planning board shall, upon attaining a population of ten thousand, so establish a planning board under this section. A planning board established hereunder shall consist of not less than five nor more than nine members. Such members shall in cities be appointed by the mayor, subject to confirmation by the city council and in towns be elected at the annual town meeting or be appointed in such manner as an annual town meeting may determine; provided, that a town which has a planning board established under section seventy may, at an annual town meeting or at a special town meeting called for the purpose, vote to establish a planning board under this section and may provide that the members of the planning board then in office shall serve as members of the planning board under this section until the next annual town meeting. When a planning board is first established or when the terms of members of the planning board established under section seventy serving as members of the planning board under this section expire, as the case may be, the members of the planning board under this section shall be elected or appointed for terms of such length and so arranged that the term of at least one member will expire each year, and their successors shall be elected or appointed for terms of three or five years each as determined by the city council in the case of a city and by the town meeting in the case of a town. Any member of a board so established in a city may be removed for cause, after a public hearing, by the mayor, with the approval of the city council. A vacancy occurring otherwise than by expiration of term shall be filled for the unexpired term, in a city, in the same manner as an original appointment, and, in a town, if the members of the board are appointed, in the same manner as the original appointment. If the members of a planning board are elected, any unexpired term shall be filled by appointment by the board of selectmen and the remainder of the members of the planning board until the next annual election, at which time, such office shall be filled, by election, for the remainder of the unexpired term. All appointments pursuant to this section shall be in the manner provided in section eleven. Such a board shall elect annually a chairman and a clerk from among its own number, and may employ experts and clerical and other assistants. It may appoint a custodian of its plan and records, who may be the city engineer or town clerk. No member of a planning board shall represent before such board any party of interest in any matter pending before it.

Towns of less than ten thousand inhabitants, having no planning board established under this section may, by vote of the town meeting, authorize the board of selectmen to act as a planning board under this section until such a board is established; provided, that any such town, upon attaining a population of ten thousand, shall establish a planning board hereunder.

Select Board
2024 Committee Appointments Timeline
As of 4/3/2024

April 10 – Select Board review list of openings. **Discuss status of Cannabis Advisory Committee.**

April 11 – Notify members of committees whose terms are expiring.

April 18, April 25, May 2 and May 9 – Advertise committee openings in newspaper and on Town's website; put on Select Board agenda as announcement starting May 1 (no meetings April 17 or April 24).

May 17 at 12:00 PM – Deadline for submitting applications for committee openings to Town Administration office. This includes applications for:

- Agricultural Commission
- Airport Commission
- Board of Health
- Cannabis Advisory Committee
- Capital Program Committee
- Cemetery Commission
- Coastal Resiliency Advisory Committee
- Conservation Commission
- Contract Review Committee, Human Services
- Council for Human Services
- Council on Aging
- Cultural Council
- Finance Committee
- Historic District Commission Associate
- Nantucket Affordable Housing Trust
- Nantucket Historical Commission
- Planning Board Alternate
- Real Estate Assessment Committee
- Roads and Right-of-Way Committee
- Scholarship Committee
- Tree Advisory Committee
- Zoning Board of Appeals
- Zoning Board of Appeals Alternate

May 22 – The names of applicants who have submitted applications will be read aloud and applications will be included in the Board's packet.

June 5 – Meeting for the applicants who applied to the following committees to introduce themselves and review their applications:

- Agricultural Commission
- Airport Commission

- Board of Health
- Cannabis Advisory Committee
- Capital Program Committee
- Cemetery Commission
- Coastal Resiliency Advisory Committee
- Conservation Commission
- Contract Review Committee, Human Services
- Council for Human Services
- Council on Aging
- Cultural Council

June 12 – Meeting for the applicants who applied to the following committees to introduce themselves and review their applications:

- Finance Committee
- Historic District Commission Associate
- Nantucket Affordable Housing Trust
- Nantucket Historical Commission
- Planning Board Alternate
- Real Estate Assessment Committee
- Roads and Right-of-Way Committee
- Scholarship Committee
- Tree Advisory Committee
- Zoning Board of Appeals
- Zoning Board of Appeals Alternate

June 26 – Committee appointments.

2024 Committee Openings Information
As of 4/3/2024

Committee	# seats open	Term Expiration	Notes
Agricultural Commission	1	2027	
Airport Commission	2	2027	
Board of Health	1	2027	
Cannabis Advisory Committee	4	TBD	at-large - all terms currently expire 6/30/2024
Capital Program Committee	1	2027	
Cemetery Commission	2	2027	
Coastal Resiliency Advisory Committee	1	2027	
Conservation Commission	2	2027	
Contract Review Committee, Human Services	1	2027	
Council for Human Services	3	2027	
Council on Aging	1	2026	vacant
Council on Aging	3	2027	
Cultural Council	2	2027	
Finance Committee	3	2027	
Historic District Commission Associate	1	2027	
Nantucket Affordable Housing Trust	2	2026	2-year term, at-large
Nantucket Affordable Housing Trust	1	2026	2-year term; real estate agent/broker
Nantucket Historical Commission	3	2027	
Planning Board Alternate	1	2027	
Real Estate Assessment Committee	1	2026	vacant
Real Estate Assessment Committee	2	2027	
Roads and Right of Way Committee	3	2027	
Scholarship Committee	3	2027	
Tree Advisory Committee	1	2025	vacant
Tree Advisory Committee	1	2027	
Zoning Board of Appeals	1	2029	5-year term
Zoning Board of Appeals Alternate	1	2027	3-year term

Cannabis Advisory Committee

Dawn Holgate	SB member	2024
Abby De Molina	PB member	2024
Jim Cooper	BOH member	2024
Dorothy Hertz	Nantucket resident	6/30/2024
Joseph W. Plandowski	Nantucket resident	6/30/2024
Barry Rector	Nantucket resident	6/30/2024
Jacques Zimicki	Nantucket resident	6/30/2024

March 15, 2024

Nantucket Select Board
16 Broad Street
Nantucket, MA 02554

Dear Select Board members,

Nantucket Cottage Hospital is once again applying for a waiver from the Town Noise Bylaw for our 27th annual Boston Pops on Nantucket event on Saturday, August 10, 2024.

We anticipate that the concert will require a waiver from the bylaw until 10:30 p.m. at the site of the event, Jetties Beach.

The Boston Pops on Nantucket Concert is the signature island event of the summer, as well as the largest and most important fundraiser that supports the operations of Nantucket Cottage Hospital. As always, we appreciate the assistance of the Town of Nantucket in staging this much anticipated event.

If you have any questions, please contact Chris Glowacki at 508-825-8250 or cglowacki@mgb.org

Sincerely,

Chris Glowacki
Vice President of Strategy and Community Relations
Nantucket Cottage Hospital



Agenda Item Summary

Agenda Item #	VIII. 2.
Date	4/10/2024

Staff

Erika D. Mooney, Operations Administrator

Subject

Request for Waiver of Town Noise Bylaw for Town Exterior Building Improvements Project (Second Floor Window Installations) at Town Building at 16 Broad Street from April 29, 2024 to May 23, 2024, 8:00 PM to 2:00 AM.

Executive Summary

The Town has started a Town Exterior Building Improvements Project at 16 Broad St, 20 S Water St and 3 E Chestnut St. Part of the project is to replace the windows at the Town Building at 16 Broad St. In order to access the second floor windows without interfering with state court activities and the Registry of Motor Vehicles, the contractor has agreed to night construction for the second floor only when the state offices are empty. Night construction will require a power lift, lights and a generator.

Staff Recommendation

Approve the waiver of the Town Noise Bylaw

Background/Discussion

Chapter 101 (Noise) of the Town Bylaw, § 101-1(A)(4) states that “Operating or permitting the operation of any mechanically powered tools or equipment actually being used in ongoing building construction, building renovations, non-emergency building maintenance, or building demolition work is prohibited between the hours of 8:00 p.m. and 7:00 a.m. [7:30 a.m. between June 15 and September 15 in each year....Work referenced in this section shall include any work for which a building, sidewall or roof, shingle, trench, tent, plumbing, gas, or wiring permit has been issued by the Town of Nantucket and any work for which a certificate of appropriateness has been issued by the Historic District Commission.”

§ 101-1(C) (Permit for relief.) (1) allows the Select Board to “issue a permit authorizing an activity which is likely to result in noise that would otherwise be prohibited by § 101-1A of this bylaw.”

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

Noise impacts to the area.

Board/Commission Recommendation

N/A



Public Outreach

None to date. If approved, will notify abutters.

Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

N/A

Attachments

N/A





TOWN OF NANTUCKET

COMMISSION ON DISABILITY
TOWN & COUNTY BUILDING
16 BROAD STREET
PHONE 508-228-8085

TO: Erika Mooney
Operations Administrator
Town of Nantucket
FROM: Brenda McDonough
Facilitator
Commission on Disability
DATE: April 3, 2024
RE: Change to the accessible taxi regulations

Hi Erika,

At the Commission on Disability's scheduled Zoom meeting on March 14, 2024, the Commission voted unanimously in favor of a change to Chapter 367 *Taxicabs, Charter, Limousine and Tour Vehicles* regarding the hours of operation for an accessible taxi.

In § 367-2 (M), **Accessible Taxicabs**, number (2) presently states:

"An accessible taxicab shall operate seven days a week, and be on demand 18 hours per day."

We are requesting to change this to **The Accessible Taxicab shall provide year-round service.**

Presently, there are two accessible taxi licenses available. Ann Ciarmataro, with the Licensing and Permitting Office, is sending letters of inquiry to the applicants on the taxi license waiting list to see if anyone is interested in an accessible taxi license. Anyone who is interested in one of the accessible taxi licenses must have a wheelchair accessible vehicle, and as the regulations state, must operate seven days a week and on demand 18 hours per day. The Commission members believe that this part of the accessible taxi regulations is too stringent and not feasible for anyone to execute. The Commission believes that if this part of the regulation were changed to "**The Accessible Taxicab shall provide year-round service**", then the accessible taxi license would be more attractive to some of the applicants on the taxi license waiting list.

One of the Commission's goals is to have 4 accessible taxis operating year-round to provide a much-needed taxi service to our friends and neighbors who use a wheelchair.

Thank you for all your help with this Erika. I appreciate all that you do for the Commission on Disability.

Please let me know if you have any questions.



Agenda Item Summary

Agenda Item #	IX. 1.
Date	April 10, 2024

Staff

Tracy R. MacDonald, Real Estate Specialist

Subject

Approval and execution of a Deed conveying Parcel B, on Plan 2023-25 to Nantucket Islands Land Bank.

Executive Summary

As a result of significant coastal erosion, the Surfside Wastewater Treatment Facility on South Shore Road is in danger of losing sewer beds at the facility and therefore expansion of the facility is required. The expansion project is benefited by a Conservation and Management Permit pursuant to the Massachusetts Endangered Species Act G.L. c. 131A issued by the Division of Fisheries and Wildlife (Permit #CMP-65202) which requires mitigation for the long-term benefit of state-listed sandplain/heathland species impacted by the project of ± 16.1853 acres of the existing ± 107.59 acre property. The property has been subdivided into Parcels A and B on Plan 2023-25 for such purposes and Parcel B is being conveyed to the Nantucket Islands Land Bank for conservation management subject to a Mitigation Agreement.

Staff Recommendation

Recommend the Select Board approve and execute the Deed.

Background/Discussion

Town Counsel has facilitated the Permit, terms of the Mitigation Agreement and subsequent Deed for conveyance of Parcel B and reviewed with staff and Land Bank Counsel and the agreement and Deed have been approved by all parties. It is the opinion that this conveyance is a crucial to sustaining the wastewater treatment facility which is a necessity for Nantucket community. This conveyance does not adversely affect the County's ownership of the facility and in fact benefits the overall management of the permit for the Town. Town Counsel approves the form of Deed and recommends execution.

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

Resolves a crucial need for efficient Town operations and meets needs of Coastal Resiliency and conservation.

Board/Commission Recommendation

N/A



Public Outreach

N/A

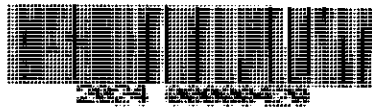
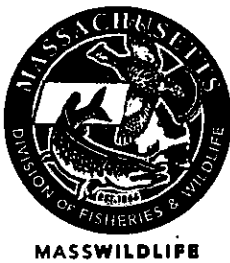
Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

Meets the plan goals of efficient County Operations and Coastal Resiliency strategic plans as well as conservation and overall Master Plan.

Attachments

Conservation Management and Permit CMP-65202; Plan 2023-25; Executed Mitigation Agreement; Deed Parcel B to Nantucket Islands Land Bank; Original Order of Taking and Plan 21-E.





Bk: 1969 Pg: 195 Page: 1 of 59
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DIVISION OF FISHERIES & WILDLIFE

1 Rabbit Hill Road, Westborough, MA 01581
 p: (508) 389-6300 | f: (508) 389-7890
MASS.GOV/MASSWILDLIFE

MA ENDANGERED SPECIES ACT (G.L. c.131A) CONSERVATION AND MANAGEMENT PERMIT

DATE	September 22, 2023 Reissued February 21, 2024
CONSERVATION PERMIT NO.:	CMP-65202
NHESP FILE NO.	05-18403; 23-8568
PERMIT HOLDER	Town of Nantucket Department of Public Works 16 Broad Street Nantucket, MA
PROJECT	Expansion of Surfside Wastewater Treatment Facility South Shore Road, Nantucket

A. Permit Authority

Pursuant to the authority granted in the Massachusetts Endangered Species Act ("MESA") (G.L. c. 131A) and its implementing regulations (321 CMR 10.23), the Director of the Massachusetts Division of Fisheries & Wildlife (the "Division") hereby issues a Conservation and Management Permit (the "Permit") to the Town of Nantucket (the "Permit Holder"). This Permit authorizes the Take of five (5) state-listed vascular plant species pursuant to the MESA, arising out of the construction of an ± 11.6 acre expansion of the Surfside Wastewater Treatment Facility (the "Project") located on South Shore Road in the Town of Nantucket, Massachusetts owned by the Permit Holder by virtue of an Order of Taking by Eminent Domain of Land in Nantucket for Municipal Sewage Treatment Purposes dated February 27, 1986, recorded with Nantucket County Registry of Deeds in Book 246, Page 263 (the "Property").

B. Description of Take

The Division received a MESA Project Review Checklist for the Project on August 15, 2005. In response to this filing, the Division issued a letter on November 1, 2005 requesting additional information. The Permit Holder subsequently constructed the Project prior to providing the requested information or completing the MESA review and permitting process. In an effort to resolve the outstanding MESA review and permitting of the Project, the Applicant subsequently submitted a "Habitat Assessment and Proposed Mitigation Report" in July 2008. Based on the results of the Habitat Assessment and Mitigation Report, as well as a Botanical Inventory of the Property conducted by Buckley Botanical Consultants (dated October 2004), the Division determined (letter dated August 19, 2008) that the Project had resulted in a Take of the following state-listed plant species due to the permanent loss of ± 11.6 acres of

MASSWILDLIFE

suitable sandplain grassland-heathland habitat and the direct loss of individual plants known to have occurred within the Project area:

Scientific Name	Common Name	Taxonomic Group	State Status
<i>Sisyrinchium fuscum</i>	Sandplain Blue-eyed Grass	Vascular Plant	Special Concern
<i>Liatris novae-angliae</i>	New England Blazing Star	Vascular Plant	Special Concern
<i>Ageratina aromatica</i>	Lesser Snakeroot	Vascular Plant	Endangered
<i>Crocasmum dumosum</i>	Bushy Rockrose	Vascular Plant	Special Concern (delisted in 2008)
<i>Amelanchier nantucketensis</i>	Nantucket Shadbush	Vascular Plant	Special Concern (delisted in 2008)

Additionally, the permanent loss of suitable sandplain grassland-heathland habitat associated with the Project likely impacted the Northern Harrier (*Circus hudsonius*; Threatened) and the following five (5) state-listed moth species:

Scientific Name	Common Name	Taxonomic Group	State Status
<i>Cingilia catenaria</i>	Chain Dot Geometer	Invertebrate Animal	Special Concern
<i>Metarranthia pilosaria</i>	Heath Metarranthia	Invertebrate Animal	Special Concern
<i>Abagrotis benjamini</i>	Coastal Heathland Cutworm	Invertebrate Animal	Special Concern
<i>Psectraglaea carnosa</i>	Pink Sallow Moth	Invertebrate Animal	Special Concern
<i>Chaetoglaea cerata</i>	Waxed Sallow Moth	Invertebrate Animal	Special Concern

On May 19, 2010, the Permit Holder submitted a draft Conservation and Management Permit Application for Division review and comment. However, the Permit Holder did not submit a final Conservation and Management Permit Application until August 24, 2023. The final Conservation and Management Permit Application seeks to bring the Project back into compliance with the MESA.

C. Permit Performance Standards

Under the authority granted by and in accordance with MGL c131A§3 and 321 CMR 10.23, the Director may permit the Take of a State-listed species for conservation and management purposes provided that there is a long-term Net Benefit to the conservation of the impacted species. If the Director determines that the applicant for a permit has avoided, minimized, and mitigated impacts to the state-listed species consistent with the following performance standards, then the Director may issue a conservation and management permit, provided:

- (a) the applicant has adequately assessed alternatives to both temporary and permanent impacts to State-listed Species;
- (b) an insignificant portion of the local population would be impacted by the Project or Activity, and;
- (c) the applicant agrees to carry out a conservation and management plan that provides a long-term Net Benefit to the conservation of the state-listed species that has been approved by the Director, as provided in 321 CMR 10.23(5), and shall be carried out by the applicant.

The Director has determined that the applicant for this Permit has met the above noted performance standards and that the conservation and management plan described herein provides a long-term Net Benefit to the conservation of the state-listed plants referenced above.

D. Conservation and Management Plan

In order to provide a long-term Net Benefit to the conservation of state-listed sandplain / heathland species impacted by the Project, the Permit Holder has proposed, by way of the Permit Application, to (a) permanently protect ± 16.1853 acres of the ± 107.59 -acre Property as open space and state-listed species habitat through conveyance to the Nantucket Islands Land Bank ("Land Bank") subject to Article 97 of the Amendments to the Massachusetts Constitution ("Article 97", Attachment 1); and (b) facilitate management and monitoring of the open space by the Land Bank, in perpetuity, as high-quality sandplain grassland-heathland habitat for the benefit of state-listed sandplain / heathland species, in accordance with a Division-approved habitat management and monitoring plan and funding agreement (Attachments 3 and 4).

Therefore, the Project can be permitted pursuant to the MESA. This Permit is issued to condition the Project and to provide a long-term Net Benefit to the state-listed plants referenced above.

E. Documents and Plans of Records

In accordance with the documents and plans of record submitted to the Division entitled:

- Conservation Management Plan Application (dated May 19, 2010 - Updated May 2023; prepared by AECOM and updated by the Nantucket Islands Land Bank ; the "Permit Application");
- Plan of Surfside Waste Water Treatment Facility Land in Nantucket, MA, showing Conservation Restriction Parcel (Updated April 23, 2023, prepared by Blackwell & Associates, Inc.; the "Project Plan"); Attachment 1);
- Draft License Agreement (Attachment 2);
- Draft Mitigation Funding Agreement (Attachment 3);
- Habitat Management Plan (dated May 31, 2023; prepared by the Nantucket Islands Land Bank; Attachment 4);

and any other plans and documents referenced herein (collectively, the "Plans of Record"), this Permit is issued with the following General and Special Conditions:

F. General Conditions

GC 1.	The Permit Holder shall comply with all General and Special Conditions of this Permit and complete the Project consistent with all Division-approved plans and supporting documents referenced herein, except as otherwise approved by the Division in writing.
GC 2.	A violation of any General or Special Condition of this Permit will result in an unauthorized Take and may be subject to civil and or criminal penalties pursuant to M.G.L. c. 131A. The Division reserves the right to require an immediate cessation of Work (as defined in Special Condition #1), in whole or in part and at its sole discretion, should the Permit Holder violate any General or Special Condition of this Permit.
GC 3.	The Permit Holder shall submit in writing any documents, plans, reports, or other items required for submission in accordance with this Permit, for review and written approval by the Division, except as otherwise approved by the Division in writing.

GC 4.	Division representatives shall have the right to enter and inspect the Property subject to this Permit at reasonable hours to evaluate Permit compliance and require the submittal of additional, reasonable information not otherwise required by this Permit but deemed necessary by the Division to complete its evaluation.
GC 5.	Any land protected to achieve a long-term Net Benefit associated with this Permit shall remain undeveloped and protected as habitat for State-listed Species in perpetuity.
GC 6.	This Permit shall not preclude the review of future projects on the Property that are subject to the Wetlands Protection Act Regulations (310 CMR 10.37, 10.58(4)(b), 10.59), as applicable, by the Division.
GC 7.	This Permit does not relieve the Permit Holder of the necessity of complying with all applicable federal, state or local statutes, ordinances, bylaws or regulations, including but not limited to those administered by the Town of Nantucket Conservation Commission and the Massachusetts Department of Environmental Protection.
GC 8.	All Work shall be in conformance with the Plans of Record. Any changes, updates, or revisions to the Project, or any additional work beyond that shown on the Plans of Record, shall require additional review and approval by the Division prior to implementation, pursuant to General Condition #9. This Permit prohibits any work not specifically authorized by this Permit, unless otherwise approved by the Division in writing prior to performing the additional work.
GC 9.	Any proposed change to any plan identified in this Permit, or to the State-listed species conservation and management plan required by way of this Permit, shall require the Permit Holder to inquire of the Division, in writing, whether the change is significant enough to require the filing of a new Conservation and Management Permit Application, and or require additional long-term Net Benefit for affected State-listed Species. The Division retains the right to require the submittal of additional, reasonable information to evaluate the proposed plan change.
GC 10.	This Permit shall apply to, and inure to the benefit of, the Permit Holder and any successor-in-interest of the Permit Holder, or to a subsequent successor-in-control of the Property or portion thereof subject to this Permit should the Permit Holder convey its record ownership of the Property to said successor-in-control, as well as to any contractor or other person performing Work conditioned by this Permit. Within three (3) days of the transfer of an interest in the Property or a portion thereof, any successor-in-interest or subsequent successor-in-control [i.e., subsequent owners or operators] of the Property or a portion thereof shall provide the Division with a letter indicating (1) that the successor is the successor-in-interest of the Permit Holder or the successor-in-control [i.e., current owner or operator] of the Property or a portion thereof, and (2) that said successor will perform the obligations of the Permit Holder as set forth in this Permit.
GC 11.	Within one (1) month of the issuance of this Permit , or unless otherwise approved by the Division, the text of this Permit shall be recorded by the Permit Holder in the Nantucket County Registry of Deeds so as to become a record part of the chain of title of the Property. In the case of recorded land, the Permit shall be noted in the Registry's Grantor Index under the name of the owner of the Property upon which the proposed Work is to be done. The Permit Holder shall submit to the Division a date-stamped and signed copy of said recorded Permit showing the date and book and page of recording within five (5) business days after recording. No Work shall be initiated on the Property until the Permit is recorded and said recorded copy is submitted to the Division, except as otherwise approved by the Division in writing.

GC 12.	Within six (6) months of the issuance of this Permit, or unless otherwise approved by the Division, the Permit Holder shall submit to the Division a written request for a Certificate of Permit Compliance (the "Certificate"), including as-built plans and other supporting materials demonstrating the completion of Work and compliance with all General and Special Conditions of the Permit. The text of the Division-issued Certificate shall be recorded by the Permit Holder in the Nantucket County Registry of Deeds so as to become a record part of the chain of title of the Property. Unless the Division grants an extension in writing, the Permit Holder shall record the Division-issued Certificate within six (6) months of issuance of this Permit. The Permit Holder shall submit to the Division a date-stamped and signed copy of said recorded Certificate showing the date and book and page of recording within five (5) business days after recording.
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G. Special Conditions:

SC 1.	Work Authorized by the Permit: This Permit authorizes the expansion of the Surfside Wastewater Treatment Site as shown on the Project Plan (the "Work"; Attachment 1). The Work also includes any other on-site activity required by the Division as a condition of this Permit. All Work shall be confined to the area of the Property within the limits of Work shown on the Project Plan (Attachment 1).
SC 2.	License Agreement: The Permit Holder has submitted a final draft License Agreement, which has been approved by the Division (Attachment 2). The License Agreement encompasses ±16.1853 acres of land labeled as "PARCEL B CONSERVATION AREA" (the "Conservation Area") on the Plan of Record (Attachment 1). The License Agreement shall protect the Conservation Area until the deed of conveyance to the Land Bank is recorded pursuant to Special Condition #3. The License Agreement also grants authority to the Land Bank to perform habitat management and monitoring within the Conservation Area pursuant to Special Condition #7. Within six (6) months of the issuance of this Permit, or unless otherwise approved by the Division, the Permit Holder shall provide proof to the Division of the execution of the License Agreement by all parties. Any proposed changes to the text of the License Agreement shall be submitted to the Division for review and approval prior to its execution. Any violation of the License Agreement, as approved by the Division, is a violation of this Permit pursuant to General Condition #2.
SC 3.	Permanent Habitat Protection: In order to provide a Net Benefit to the conservation of state-listed sandplain grassland / heathland species impacted by the Project, the Permit Holder has proposed to permanently protect the Conservation Area by conveying it to the Land Bank subject to Article 97. Conveyance shall comply with the following conditions unless otherwise pre-approved in writing by the Division: - Pursuant to M.G.L. Chapter 40, §15A, the Select Board shall make a determination and vote that the Conservation Area is no longer needed for the purpose for which it was acquired, namely the municipal sewage treatment purposes, and vote to transfer the care, custody, management and control of the Conservation Area to the Select Board for conveyance purposes and, further, to authorize the conveyance of the Conservation Area to the Land Bank for conservation purposes to be held in perpetuity pursuant to Article 97. - At the Special Town Meeting to be held in November 2023 or the Annual Town Meeting to be held in May 2024, the Special or Annual Town Meeting by a two-thirds vote of approval to transfer the care, custody, management, and control of the Conservation Area from the Select Board held for municipal sewage treatment purposes to the Select Board for conveyance

	purposes, and further to authorize the Select Board to convey the Conservation Area to the Land Bank for conservation purposes to be held in perpetuity pursuant to Article 97. c) The deed of conveyance for the Conservation Area shall include the following language, or other similar language pre-approved in writing by the Division: "Dedicated to the public for the sole purpose of conservation of natural resources, including but not limited to, the conservation of species listed pursuant to G.L. c. 131A et. seq. which shall be considered the most important conservation purpose for which this land is to be protected in perpetuity and held under the care and custody of the Land Bank, pursuant to G.L. c. 40, §8C and Article 97. This parcel of land is being dedicated in order to meet a long-term Net Benefit pursuant to 321 CMR 10.23 with the Massachusetts Division of Fisheries and Wildlife and the Town of Nantucket as benefitted parties." Within six (6) months of the issuance of this Permit, or unless otherwise approved by the Division, the Permit Holder shall provide proof of conveyance of the Conservation Area from the Permit Holder to the Land Bank pursuant to the above conditions. Proof of conveyance shall include proof of recordation of the deed as well as a certified copy of the Special or Annual Town Meeting Vote. A copy of said recorded deed shall be submitted to the Division within five (5) business days of recordation. The Division may extend this date from time to time if the failure to execute and record said deed results from circumstances beyond the control of the Permit Holder and so long as the Permit Holder continues in good faith to seek to execute, and record said deed.
SC 4.	Permanent Demarcation of Conservation Area: Within six (6) months of the issuance of this Permit, or as otherwise approved by the Division in writing, the boundaries of the Conservation Area shall be permanently monumented and marked with signage as shown on the Project Plan (Attachment 1). Said permanent bounds and signage shall be maintained in good condition by the Permit Holder and repaired or replaced as necessary.
SC 5.	Long-Term Habitat Management and Monitoring: In order to provide a Net Benefit to the conservation of the state-listed sandplain grassland / heathland species impacted by the Project, the Permit Holder has proposed that the Land Bank shall implement the long-term management of the Conservation Area as high-quality sandplain grassland / heathland habitat as described in the Habitat Management Plan (Attachment 4). As further described in the Habitat Management Plan (Attachment 4), it is anticipated that long-term habitat management will be adaptive and include a combination of tree thinning, mowing, mastication, chipping, application of herbicides, and burning. An initial report will be filed with the Division identifying proposed management activities for Year 1 (2023). Management activities shall be implemented upon written approval of the plan by the Division and no later than six (6) months following issuance of this Permit, unless otherwise approved by the Division. By January 31st of Years 3 (2025), 5 (2027), 7 (2029), and 10 (2032) following issuance of this Permit, a qualified, Division-approved, biologist shall prepare and deliver a site evaluation report to the Division and the Permit Holder. In addition, informal reports in the form of a virtual meeting with Division staff shall occur by January 31st of Years 2 (2024), 4 (2026), and 6 (2028). Said reports shall describe: (i) current habitat conditions (including photographs and detailed descriptions of habitat conditions); (ii) management activities conducted during the previous period and an assessment of the success or failure of said management activities in achieving the desired habitat conditions; (iii) habitat management recommendations for the next period; and (iv) recommended modifications to the Habitat Management Plan (Attachment 4), if necessary.

		The Permit Holder shall take all reasonable measures necessary to implement the recommendations of the biologist to maintain and enhance high-quality sandplain grassland / heathland habitats, provided that said recommendations are approved in writing by the Division. The Permit Holder shall work with the Division, as necessary, to adaptively refine the type and frequency of management activities pursuant to the Habitat Management Plan (Attachment 4) and long-term habitat monitoring outlined above.
SC 6.		Funding for Long-term Management and Monitoring of Conservation Area: The Permit Holder and or the Land Bank shall provide funding in perpetuity for the restoration, management, and monitoring of sandplain grassland / heathland habitats within the Conservation Area as described in the Mitigation Funding Agreement and the Habitat Management Plan (Attachments 3 and 4). The funding shall be provided pursuant to a Mitigation Funding Agreement shall be in substantially the same form as shown in Attachment 3. Any proposed changes to the text of the Mitigation Funding Agreement shall be submitted to the Division for review and approval prior to execution. Within three (3) months of the issuance of this Permit, or unless otherwise approved by the Division, the Permit Holder and/or the Land Bank shall provide written confirmation of executing the Mitigation Funding Agreement and depositing \$16,000 dollars into the Mitigation Funding Account. Said agreement shall be in substantially the same form as shown in Attachment 3. As described in the Agreement, or unless otherwise approved by the Division, the Permit Holder and or the Land Bank shall ensure that funds are available annually in the amount ranging from \$10,000 to \$16,000 dollars per year, as further outlined in the Agreement and the Habitat Management Plan (Attachments 3 and 4).
SC 7.		Long Term Maintenance of Existing Parking Lot, Access Road, and Trails within Conservation Area: Activities associated with the continued use and maintenance (but not expansion) of the existing parking lot, access roads, and trails within the Conservation Area shall be implemented in accordance with the Habitat Management Plan (Attachment 4) or other, Division-approved plan. Any proposed changes to the long-term maintenance activities shall be submitted to the Division for review and approval prior to implementation.
SC 8.		Observations of State-listed Species: The Division shall be notified, in the form of an NHESP Rare Animal or Plant Observation Form, within ten (10) days of the observation of any State-listed species within or outside the limits of Work. Visit https://www.mass.gov/how-to/report-rare-species-vernal-pool-observations for access to observation reporting forms.

H. Notice of Appeal of Rights:

This Permit is a final decision of the Division of Fisheries and Wildlife pursuant to 321 CMR 10.23. Any person aggrieved by this decision shall have the right to an adjudicatory hearing at the Division pursuant to M.G.L. c. 30A, s.11 in accordance with the procedures for informal hearings set forth in 801 CMR 1.02 and 1.03.

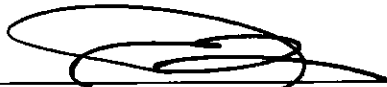
Any notice of claim for an adjudicatory hearing shall be made in writing and be accompanied by a filing fee in the amount of \$500.00. The notice of claim shall be sent to the Division by certified mail, hand delivered or postmarked within twenty-one (21) days of the date of issuance of this Permit to:

Mark S. Tisa, Director
Massachusetts Division of Fisheries and Wildlife
Field Headquarters
One Rabbit Hill Road
Westborough, MA 01581

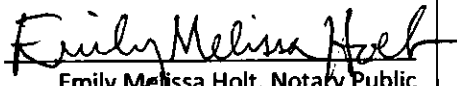
MASSWILDLIFE

Any notice of claim for an adjudicatory hearing shall include the following information:

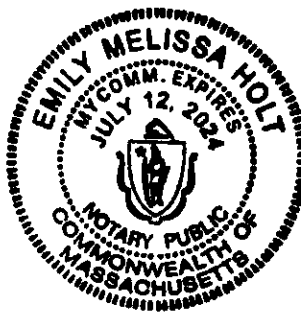
1. The file number for the project;
2. The complete name, address and telephone number of the person filing the request, and the name, address and telephone number of any authorized representative;
3. The specific facts that demonstrate that a party filing a notice of claim satisfies the requirements of an "aggrieved person," including but not limited to (a) how they have a definite interest in the matters in contention within the scope of interests or area of concern of M.G.L. c. 131A or the regulations at 321 CMR 10.00 and (b) have suffered an actual injury which is special and different from that of the public and which has resulted from violation of a duty owed to them by the Division;
4. A clear statement that an adjudicatory hearing is being requested;
5. A clear and concise statement of facts which are grounds for the proceeding, the specific objections to the actions of the Division and the basis for those objections; and the relief sought through the adjudicatory hearing; and a statement that a copy of the request has been sent by certified mail or hand delivered to the applicant and the record owner, if different from the applicant.


Jesse Leddick., Assistant Director
Massachusetts Division of Fisheries & Wildlife

On this 21st day of February, 2024, before me, the undersigned notary public, personally appeared Jesse Leddick, Assistant Director, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.


Emily Melissa Holt, Notary Public
My Commission Expires: July 12, 2024

Conservation and Management Permit CMP-65202
Issued: September 22, 2023
Reissued: February 21, 2024
Expires: September 22, 2028



Acknowledgement and Acceptance of all Terms of this Permit

The undersigned, constituting a majority of the Town of Nantucket Select Board, hereby acknowledge that at a meeting of the Select Board held on March 6, 2024, the foregoing Conservation and Management Permit from the Division of Fisheries & Wildlife was accepted and hereby agree that the commencement of any work authorized by and described in this Conservation and Management Permit constitutes acknowledgement and acceptance of all terms of this Permit.

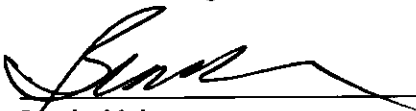
Executed under seal this 6 day of March, 2024.

TOWN OF NANTUCKET

By its Select Board



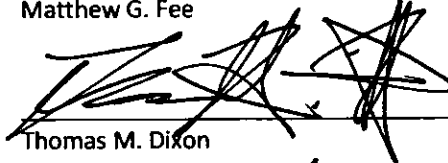
Dawn E. Hill Holdgate



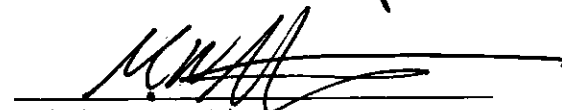
Brooke Mohr



Matthew G. Fee



Thomas M. Dixon



Malcolm W. MacNab

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this 16 day of March, 2024, before me, the undersigned Notary Public, personally appeared Dawn E. Hill Holdgate, Brooke Mohr, Matthew G. Fee, Thomas M. Dixon and Malcolm W. MacNab as Members of the Select Board of the Town of Nantucket who proved to me by satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as the free act and deed of the Select Board of the Town of Nantucket.



Notary Public

My Commission Expires:

SEAL

My Commission Expires: NOV. 1, 2024

MASSWILDLIFE

Distribution List

Nantucket Select Board
Nantucket Planning Board
Nantucket Conservation Commission
Rachael Freeman, Nantucket Islands Land Bank

**STAMPED FOR
IMAGE CAPTURE**

MASSWILDLIFE

Attachment 1

Plan of Surfside Waste Water Treatment Facility Land in Nantucket, MA, showing Conservation Restriction Parcel (Updated April 23, 2023), prepared by Blackwell & Associates, Inc.

**STAMPED FOR
IMAGE CAPTURE**

B-8851

Attachment 2

Draft License Agreement

**STAMPED FOR
IMAGE CAPTURE**

LICENSE AGREEMENT

This License Agreement (this "License") is entered into on this ____ day of _____, 2023, by and between the **Town of Nantucket** (the "Town"), a Massachusetts municipal corporation acting by and through its Select Board, having an address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 and the **Nantucket Islands Land Bank**, established pursuant to Chapter 669 of the Acts of 1983, as amended (the Land Bank Act"), acting by and through the Nantucket Islands Land Bank Commission, having an address of 22 Broad Street, Nantucket, Massachusetts 02554 ("Licensee").

WHEREAS, the Town is the owner of a certain parcel of land off South Shore Road, Nantucket, Massachusetts shown as "Parcel B Conservation Area" containing 16.1853 ± acres (the "Parcel") as shown on a plan of land entitled "Division Plan of Surfside Waste Water Treatment Facility Land in Nantucket, MA showing Parcels A & B," dated April 23, 2023, prepared by Blackwell & Associates, Inc., recorded with the Nantucket County Registry of Deeds as Plan No. ____ (the "Plan") by virtue of an Order of Taking by Eminent Domain of Land in Nantucket for Municipal Sewage Treatment Purposes dated February 27, 1986, recorded with said Deeds in Book 246, Page 263 (the "Property"), the Parcel being a portion of the Property;

WHEREAS, a portion of the Property contains important habitat for state-listed species which are protected pursuant to the Massachusetts Endangered Species Act (MESA) (G.L. c. 131A:3 and 321 CMR 10.23);

WHEREAS, as a condition of the CMP hereafter described, the Town agrees to protect an area of the Property, namely Parcel B, for conservation and open space purposes;

WHEREAS, the Town agrees as a condition of a Conservation and Management Permit # XXXXXXXX (the "CMP") issued by the Commonwealth of Massachusetts Division of Fisheries and Wildlife's Natural Heritage and Endangered Species Program (the "Division") and recorded with the Nantucket County Registry of Deeds at Book * Page *, that the Town shall convey the fee title of Parcel B to the Nantucket Islands Land Bank to be held for the sole purpose of conservation of natural resources, including but not limited to, the conservation of state-listed species referenced in the CMP pursuant to G.L. c. 131A et. seq., it being the intention of the Town that Parcel B will meet a long-term Net Benefit pursuant to 321 CMR 10.23 associated with the expansion of the Surfside Wastewater Treatment Facility on the Property, as further described in the CMP;

WHEREAS, the Town, as a condition of the CMP, agrees to grant a license to the Nantucket Islands Land Bank (the "Licensee"), to commence the protection, maintenance and management of Parcel B for the sole purpose of conservation of natural resources, including but not limited to, the conservation of the state-listed species referenced in the CMP, until such time as a Nantucket Special or Annual Town Meeting votes in the Fall of 2023 to authorize the Select Board acting on behalf of the Town to convey to the Licensee the fee title in Parcel B for the conservation of natural resources and open space purposes and the deed of Parcel B to the Licensee is recorded with the Nantucket County Registry of Deeds.

NOW THEREFORE, in consideration of the mutual promises and covenants herein made, the parties hereto agree as follows:

1. USE, PURPOSE. The Town hereby grants Licensee and its employees, agents and representatives (the "Licensee Parties") the right to enter upon and use Parcel B (the "License Area") for the sole purpose of protection, maintenance and management of the License Area for conservation of natural resources and open space, including but not limited to the protection of state-listed species referenced in the CMP. All such activities shall be conducted at Licensee's sole cost and expense. The maintenance and repair of the License Area shall include maintenance of the existing parking lot, access road and trails located in the License Area. If Licensee determines, in consultation with and with the prior consent of the Town and the Division, that conservation of state-listed species will be enhanced by relocation of the parking area or existing access road or trails, Licensee may relocate them. The Licensee is prohibited from conducting any activity in the License Area which would materially impair or be inconsistent with the conservation of natural resources and open space. Licensee shall conduct its activities in a manner consistent with the rights of the public to access the License Area, including the existing parking lot, access road and trails for passive recreation purposes. Except for the public's right to access the existing parking lot and access road (as they may be relocated from time to time) by vehicle and motorized means of transportation, the public's use of the License Area shall be restricted to use only by foot or non-motorized means of transportation except for the use of motorized wheelchairs or other mobility devices for the disabled, or handicapped. (The activities described in this paragraph are collectively referred to as the "Permitted Uses").

Licensee shall comply with, and shall cause its use and activities under this License to comply with all federal, state and local laws, regulations, ordinances and by-laws, and the Licensee agrees that it shall be solely responsible for obtaining any and all permits and/or approvals necessary to carry out the Permitted Uses at its sole cost and expense with the approval of the Division.

2. TERM. The rights granted to the Town and the Licensee, respectively, hereunder, may be exercised from the date of the execution of this License and shall continue hereunder until such time as the Nantucket Annual or Special Town Meeting votes to authorize the Town to convey Parcel B to Licensee and the associated deed is recorded with the Nantucket County Registry of Deeds, unless sooner revoked or terminated in accordance with this License (the "Term").

3. ENFORCEABILITY. Licensee shall not construct, install or place any temporary or permanent structures or objects, undertake any grading or excavation, or perform any other activity in the License Area that materially impairs or is otherwise inconsistent with the Permitted Uses and the conditions of the CMP without the Town and Division's consent. The Town and the Division shall have the right to enter the License Area, in a reasonable manner and at reasonable time for the purposes of inspecting the License Area to determine compliance with the License and enforcing this License. Except in the case of emergency, any such inspection shall be conducted in the presence of a representative of the Licensee after at least five (5) days prior written notice.

4. MAINTENANCE. Licensee shall use, maintain and manage the License Area in a manner consistent with its usual management practices, the Permitted Uses, and the conditions of the CMP. If Licensee or Licensee Parties damage the License Area or any portion thereof, Licensee shall promptly repair and restore the License Area with the review and approval of such repairs and restoration by the Town and the Division, and at Licensee's sole cost and expense.

5. INDEMNIFICATION. Licensee shall indemnify, defend, and hold the Town and any of its agents, employees, representatives, successors or assigns (the "Town Parties") harmless from and against any and all claims, demands, losses, costs, damages, causes of action or liabilities whatsoever,

including but not limited to mechanic's liens and reasonable attorneys' fees and expenses, demands, judgments of any nature whatsoever, which may be imposed upon, incurred by or asserted against the Town or its Town Parties by reason of (a) any failure on the part of the Licensee and its Licensee Parties to comply with any provision or term required to be performed or complied with by Licensee and by Licensee Parties under this License; (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever, other than the Town, relating in any way, to the Licensee's exercise of its rights under this License; and (c) failure on the part of the Licensee or any of the Licensee Parties to comply with applicable laws, rules, regulations and/or by-laws. Notwithstanding the foregoing, Licensee shall not be required to indemnify the Town to the extent that the foregoing liabilities are caused directly by the gross negligence or willful misconduct of the Town or its Town Parties. Licensee's obligations hereunder shall survive the expiration or termination of this Agreement.

6. TERMINATION. This License may be terminated by either party upon written notice of revocation at least ninety (90) days prior to the termination date stated within said notice. At the expiration of the Term of this License or its prior termination, Licensee shall forthwith remove all its equipment, markings, materials, and any other personal property from the Licensed Area. This License shall automatically terminate upon a deed of the fee title to the Parcel by the Town to the Licensee pursuant to a Town Meeting vote authorizing the deed of the Parcel and its recording with the Nantucket County Registry of Deeds.

7. NOTICE. Any notice required or permitted to be given under this License shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar overnight courier service, or (c) when mailed by certified mail, return receipt requested, to the party at the address set forth above. These addresses are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

8. INSURANCE. The Licensee shall maintain during the term of this License public liability insurance, including coverage for bodily injury, wrongful death and property damage, as it currently maintains under the Town's insurance policy in the minimum amount set forth therein to support the obligations of the Licensee under the terms and conditions of this License to indemnify, defend and hold harmless the Town pursuant to insurance coverage on the License Area held by the Licensee. Licensee or Licensee's contractors shall maintain workmen's compensation insurance during any site work, maintenance or repair on the License Area as required by law. Licensee agrees that while any contractor is performing work on behalf of the Licensee at the License Area the contractor shall carry liability insurance and automobile liability insurance in amounts of General Liability and Automobile Liability insurance in amounts of \$1,000,000.00 combined single limit and shall name the Town and Licensee as additional insured parties and deliver a copy of its certificate of insurance prior to the commencement of any work on the License Area.

9. MISCELLANEOUS.

(a) This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of this License.

(b) Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

(c) This License shall not be construed as creating or vesting in Licensee any estate in the License Area, but only the limited right of use as hereinabove stated.

(d) Licensee is not authorized to bind or involve the Town in any contract or to incur any liability for or on the part of the Town.

(e) If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

(f) The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions thereof.

(g) All appropriate terms and provisions relating to indemnification and the restoration of the property affected hereby shall survive the expiration or termination of this License.

(h) This License may not be assigned without the prior written approval of the Town.

(i) This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

(j) This License is to take effect as a sealed instrument.

[Remainder of Page Intentionally Blank; Signature Page Follows]

The parties hereto have caused this License Agreement to be executed on this _____ day of _____, 2023.

TOWN OF NANTUCKET,
By its Select Board

LICENSEE:
NANTUCKET ISLANDS
LAND BANK
By its Commission

Jason Bridges

Neil Paterson

Dawn E. Hill Holdgate

Allen B. Reinhard

Matthew G. Fee

Kristina Jelleme

Brooke Mohr

John J. Stackpole

Malcolm W. MacNab

Mark Donato

Attachment 3

Draft Mitigation Funding Agreement

**STAMPED FOR
IMAGE CAPTURE**

MITIGATION FUNDING AGREEMENT

This MITIGATION FUNDING AGREEMENT ("Agreement") is entered into as of this ____ day of ____ 2023 by and between: the Massachusetts Division of Fisheries and Wildlife, by and through the Natural Heritage and Endangered Species Program having a principal place of business at 1 Rabbit Hill Road, Westborough, MA, 01581 ("Division"); and the Nantucket Islands Land Bank ("the Land Bank") having a principal place of business at 22 Broad Street, Nantucket, MA 02554.

1. Recitals

a. The Conservation and Management Permit No. xxx-xxx.xxx.DFW ("Permit") dated ____ Month 2023, issued by the Division to the Land Bank contains financial assurance provisions in paragraph #__ of the Special Conditions section requiring that the Town of Nantucket, by and through the Land Bank ensure that funds are available in the amount ranging from ten thousand dollars to twenty-five thousand dollars per year (\$10,000.00 - \$25,000.00) ("the Funds") for the restoration, management and monitoring of approximately 14.3 acres of sandplain grassland and heathland habitats for state-listed rare plants and lepidoptera (the "Habitat") on Nantucket, Massachusetts.

b. The Parties agree the Funds shall be held by the Land Bank in an interest bearing Mitigation Funding Account (further defined in 2 below) and expended pursuant to the terms and conditions described below to mitigate for the use of approximately 11.6 acres of state-listed rare plant and lepidoptera habitat in connection with the expansion of the Surfside Wastewater Treatment Plant located in Nantucket, Massachusetts, as further described in the Permit.

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

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

2. Mitigation Funding Account

a. The Land Bank shall deposit sixteen thousand dollars (\$16,000.00) into a Mitigation Funding Account within 10 days of the execution of this Agreement by the Parties. Funding of the account shall occur annually by the Land Bank and the Land Bank will be responsible for maintaining the necessary balances and funding the work. Monies will be deposited by the Land Bank at the beginning of the fiscal year and will be used for that years land management efforts. Funding for FY 2024, year 1, will be sixteen thousand dollars (\$16,000.00). We anticipate that this money will be expended on Land Management efforts in year 1.

In the future, if less money is expended after the land management, monitoring, restoration and reporting obligations have been completed, the Land Bank reserves the right to add only that

amount of money that is necessary to bring the amount up to the annual allotment amount as identified on Table 1.

TABLE 1: FUNDING FOR LAND MANAGMENT		
	Annual Allocation (FY)	Annual Totals
Year 1 – 5	Year 1	\$16,000
	Year 2	\$16,000
	Year 3	\$25,000
	Year 4	\$10,000
	Year 5	\$10,000
Year 6 - 10	Year 6	\$10,000
	Year 7	\$10,000
	Year 8	\$10,000
	Year 9	\$10,000
	Year 10	\$10,000
Year 11 - 25	Year 11-25	\$10,000
NOTES:		
1. Budget shown for 25 years as an example only -- management and funding in perpetuity.		
2. Budget to be adjusted per Consumer Price Index as effective on July 1 st of each year.		
3. Should the full amount not be expended in any one year, additional funds will be deposited at the beginning of the fiscal year only to bring the money to the annual allocated amount.		

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

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

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

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

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

3. Disbursements

If it is deemed by the Division that the Land Bank has failed to adhere to its mitigation commitments, from time to time, the Division may, on or before the date which is ten (10) years from the date of this Agreement, request in writing the Land Bank deliver all or portions of the Funds plus any interest thereon, for the restoration, management or monitoring of the Habitat. Upon receipt of such written request, the Land Bank shall deliver the requested portion of the Funds to the Division or any party designated in writing by the Division. Delivery of the funds in accordance with the terms of this Agreement shall be made by cashier's check, or by federal funds wire transfer, at the option of the payee. The Land Bank may make disbursements to itself for services rendered pursuant to the Schedule set forth herein.

4. Notices

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

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

To the Division:

Massachusetts Division of Fisheries and Wildlife
Natural Heritage and Endangered Species Program
Attn: Regulatory Review, CMP xxx-xxx.DFW
1 Rabbit Hill Road
Westborough, MA 01581

To the Land Bank:

Executive Director, Nantucket Islands Land Bank
22 Broad Street
Nantucket, MA 02554

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

5. Interest

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

6. Miscellaneous

- a. This Mitigation Funding Agreement shall be binding upon, and shall inure to the benefit of the respective Parties hereto and their successors and assigns.
- b. This Agreement shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts.
- c. This Agreement shall be interpreted as an instrument under seal.
- d. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all counterparts shall constitute one Agreement.
- e. This Mitigation Funding Agreement may not be amended, altered, or modified except by written instrument duly executed by all of the Parties hereto.

7. Effective Date

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

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

FOR THE MASSACHUSETTS DIVISION OF FISHERIES AND WILDLIFE:

Date: _____, 2023

Its: _____

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

Notary Public

My Commission expires: _____

FOR Nantucket Islands Land Bank:

Date: _____, 2023

 Neil Paterson
 Nantucket Islands Land Bank

 Allen B. Reinhard
 Nantucket Islands Land Bank

 Mark Donato
 Nantucket Islands Land Bank

 Kristina Jelleme
 Nantucket Islands Land Bank

 John J. Stackpole
 Nantucket Islands Land Bank

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 20__

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

 Notary Public

SEAL

My Commission Expires: _____

Attachment 4

Habitat Management Plan (dated May 31, 2023); prepared by the Nantucket Islands Land Bank

**STAMPED FOR
IMAGE CAPTURE**

Habitat Management Plan

Surfside Wastewater Treatment Conservation Area

May 31, 2023

Nantucket Islands Land Bank

Contact: Emily Goldstein Murphy PhD

egmurphy@nantucketlandbank.org

508-228-7240



Contents

1.0 Management Goals	3
1.1 State-Listed Species Conservation and Management	5
1.1.1 Other species of conservation interest	7
1.2 Habitat Management Goals	8
1.2.1 Zone 1: Sandplain Grassland	8
1.2.2 Zone 2: Pitch Pine – Scrub Oak Community	8
1.2 Invasive Species Removal and Monitoring	8
1.3 Permanent Conservation	9
2.0 Existing Conditions	10
2.1 Habitat Descriptions	10
2.1.1 Sandplain Grassland	10
2.1.2 Shrubland	10
2.1.3 Pine-dominated habitat	10
2.2 Transect data 2019-2022	10
3.0 Methods	11
3.1 Botanical and Rare Plant Surveys	11
3.2 Vegetation Transect Surveys	12
3.2 Invasive Species Control	13
3.3 Habitat Management	13
3.4 Adaptive Management	14
3.5 Site Maintenance for access and public safety	14
3.5.1 Road and Parking Maintenance	14
3.5.2 Trail Maintenance	15
3.6 Photo monitoring	15
4.0 Timeline of Surveys, Management and Reporting	16
5.0 Management Costs	17
6.0 Representative Site Photos	18
6.0 Literature Cited	24
7.0 Resumes	25

1.0 Management Goals

The conservation management measures proposed herein are intended to address the "Net Benefit" requirement in the Massachusetts Endangered Species Act (321 CMR 10.00). The Nantucket Islands Land Bank (NLB) shall manage the area for open space and conservation purposes only, with existing and otherwise passive recreation allowed which does not interfere with species and habitat conservation. The 14.3 ac Surfside Wastewater treatment plant (SSWW) "conservation area" currently supports approximately 6.2 ac grassland, 5.9 ac shrubs and 1.5 ac pine dominated pitch pine - scrub oak community habitat (Figure 1), with the remaining area being parking lot, roadway and walking trails. The "conservation area" refers the part of Parcel B that will be managed under this habitat management plan. The conservation area is equivalent to the $\pm$ 16.19 Parcel B the April 23, 2023 plan "Division Plan of Surfside Waste Water Treatment Facility Land" by Blackwell and Associates, Inc. excluding land past the 2008 coastal dune line delineated by AECOM in the draft Conservation Management Plan Application (Figure 2).

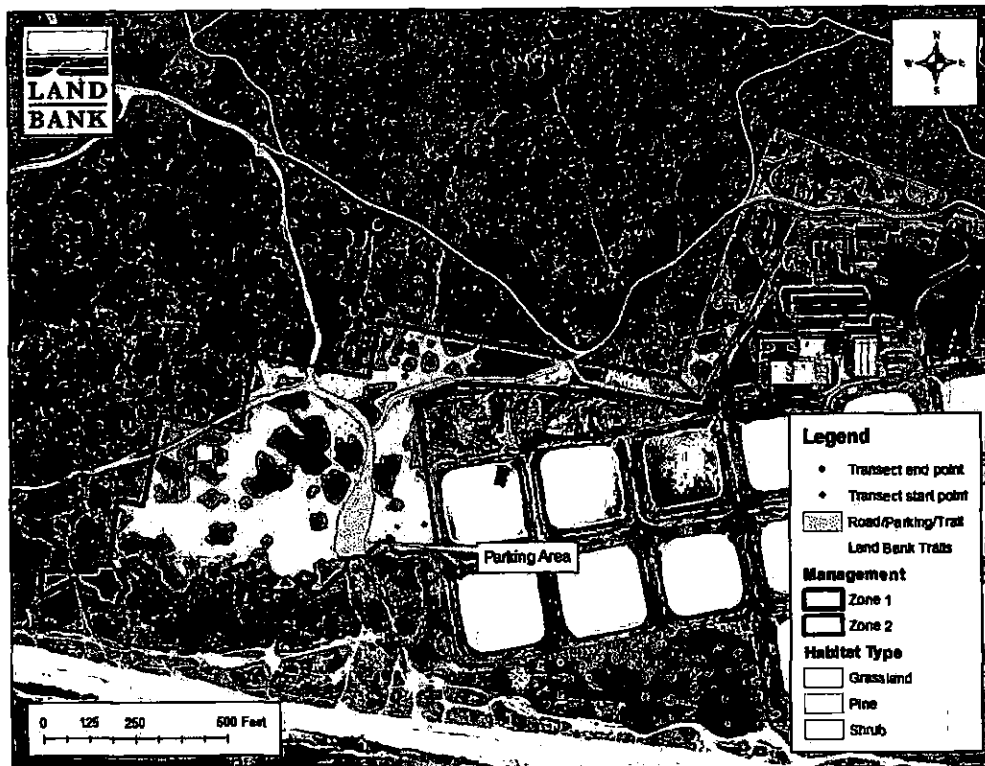


Figure 1. Map showing the extent of the SSWW conservation area site to the north and west of the Surfside Wastewater Treatment Plant. Broad habitat types, existing parking, roadway and trail areas, management zones and existing monitoring transect are indicated.

1.1 State-Listed Species Conservation and Management

The area shall be managed to conserve, protect, and enhance the habitat that supports the state listed species found in the area. The mosaic of sandplain grassland, sandplain heathland and shrubland provides habitat for a diversity of rare plant, insect and bird species including, but not limited to, those MESA-listed below in Table 1 provided to NLB on April 6th 2023 via email from the Chief of Regulatory Review of NHESP. The management area is located in Priority Habitat #888 (Massachusetts Natural Heritage Atlas, 15th Edition), which is designated for the species listed in Table 1.

Table 1. State-listed species designated for Priority Habitat #888 (Massachusetts Natural Heritage Atlas (15th Edition).

Species	Common_name	MESA STATUS
<i>Cingilia catenaria</i>	Chain Dot Geometer	SC
<i>Metarranthis pilosaria</i>	Heath Metarranthis	SC
<i>Abagrotis benjamini</i>	Coastal Heathland Cutworm	SC
<i>Psectraglaea carnosia</i>	Pink Sallow Moth	SC
<i>Sisyrinchium fuscatum</i>	Sandplain Blue-eyed Grass	SC
<i>Liatris novae-angliae</i>	New England Blazing Star	SC
<i>Heterocampa varia</i>	Sandplain Heterocampa	T
<i>Chaetoglaea cerata</i>	Waxed Sallow Moth	SC

Vascular Plant Species

1. *Liatris novae-angliae*

Liatris novae-angliae is a rare grassland perennial found primarily on road edges and in disturbed habitats throughout Nantucket. It is a member of the Asteraceae and is endemic to the Northeastern United States. *Liatris novae-angliae* is the only *Liatris* species found on Nantucket and is easily identifiable when it is in bloom in late August to October by the purple, thistle-like flower heads it produces. Plants are able to reproduce for multiple years by over-wintering as a corm.

2. *Sisyrinchium fuscatum*

Sisyrinchium fuscatum or coastal plain blue-eyed grass is a perennial member of the Iridaceae (Iris family). This plant is differentiated from *Sisyrinchium atlanticum*, which is known from predominantly wetland habitats on Nantucket, by its persistent, thick, dark, fibrous leaf bases (Boufford 1997). *Sisyrinchium fuscatum* is caespitose. Inflorescences are borne singly on individual stems in June – early August. Seed capsules are a light to medium brown color and fruits are present from late August – October. (<https://www.mass.gov/doc/sandplain-blue-eyed-grass/download>)

Butterfly/Moth Species

1. *Cingilia catenaria*

Cingilia catenaria or the chain dot geometer is a white moth in the geometrid family with chains or lines of black dots that cover both the fore and hind wings. There are bright yellow patches on the head and thorax at the base of the wing. The caterpillar is a bright yellow inchworm that feeds from late June – early August on shrubs in the sandplain grassland habitat.

(<https://www.mass.gov/doc/chain-dotted-geometer/download>)

2. *Metarranthis pilosaria*

Metarranthis pilosaria or the heath metarranthis is a geometrid moth. The wingspan is between 29-35mm, and the wings are bright orange on the underside. The upper surface of the fore and hind wings is reddish-brown proximally and light pinkish-tan distally with a defined dark postmedial line dividing the two colors. The heath metarranthis may inhabit sandplain pitch pine/scrub oak barrens and heathlands but appears to be more commonly found in acid swamps and bogs. The inchworms are thought to feed on Ericaceae.

(<https://www.mass.gov/doc/heath-metarranthis/download>,

https://explorer.natureserve.org/Taxon/ELEMENT_GLOBAL.2.109811/Metarranthis_pilosaria)

3. *Abagrotis benjamini*

Abagrotis benjamini or the coastal heathland cutworm is a noctuid moth. The forewing is 13 – 16 mm and colored reddish-brown with the outer margin frosted with pale gray. The hindwings are grayish brown and darker toward the outer margin with an obscure distal spot. The coastal heathland cutworm inhabits sandplain grasslands, dunes, bluffs, coastal heathlands, maritime shrublands and open pitch pine – scrub oak barrens on sandy soil. Although host plants in Massachusetts are undocumented they likely consist of several low growing shrubs in these coastal habitats. Adult moths emerge from late June through July though late emerging individuals can fly through the end of September. Larvae overwinter and resume feeding in the spring. (<https://www.mass.gov/doc/coastal-heathland-cutworm/download>)

4. *Psectraglaea carnosus*

Psectraglaea carnosus or the pink sawfly moth is a noctuid moth. This bright reddish pink moth has a wingspan of 38-45 mm and a variable amount of gray shading may be present at the inner wing margins. The hind wings are light tan to light pink in color. Adult moths fly in late September and October. Eggs overwinter and larvae hatch in the spring on lowbush blueberries (*Vaccinium angustifolium* and *V. pallidum*) or other *Vaccinium* species through the early summer. The larvae pupate in July. This species inhabits pitch pine -scrub oak barrens, heathlands, sandplains, and other habitats that support ericaceous species. (<https://www.mass.gov/doc/pink-sallow-moth-0/download>)

5. *Heterocampa varia*

Heterocampa varia or the sandplain heterocampa moth is in the notodontid family and exhibits sexual dimorphism. The males are smaller (37-42mm), have a white hindwing with a grey costal margin. The females range in size from 42-46mm and have a hind wing that fades from light grey to dark grey on the proximal-distal axis. Both sexes have similar forewings that are gray to olive green with a lighter pale green to cream-colored apical patch. The species is difficult to visually distinguish from the male oblique

heterocampa (*Heterocampa obliqua*). The sandplain heterocampa inhabits sandplain pitch pine/scrub oak barrens, heathlands, and grasslands with a scrub oak component. Adult moths fly from late June through early August before laying eggs on the host plant, generally scrub oak. The pupa will overwinter for one – two years.

(<https://www.mass.gov/doc/sandplain-heterocampa/download>)

6. *Chaetagnaea cerata*

Chaetagnaea cerata or the waxed sallow moth is a noctuid moth with a wingspan of 35-38mm. The forewings are grayish-brown, tinted rose, with narrow yellow lines along the main veins. There are maroon antemedial and postmedial lines and round spots outlined in yellow. The moth gets its name from the newly emerged moths wings having a waxy sheen. Larvae feed on huckleberry (*Gaylussacia baccata*) lowbush blueberries (*V. angustifolium* and *V. pallidum*) and possibly other low-growing shrubs in pitch pine – scrub oak barrens, heathlands, sandplains or other habitats with a heath component. Larvae pupate in late spring/early summer and adults emerge and fly in October before laying eggs, which overwinter. (<https://www.mass.gov/doc/waxed-sallow-moth/download>)

1.1.1 Other species of conservation interest

1. *Myotis septentrionalis*

The pitch pine groves in the northeastern portion of the site (zone 2) may provide habitat for the federally endangered Northern Long Eared Bat (*Myotis septentrionalis*). The Nantucket Land Bank will follow best management practices to minimize negative impacts to bats while working to improve the overall ecological integrity of the zone, which should in turn benefit the bats. Although bats on Nantucket utilize pitch pine as roost trees, forest management to create a heterogeneous landscape can enhance bat habitat over large areas (Johnson and King 2018). The NLB will aim to manage zone 2 to: create canopy gaps in the pitch pine clumps to increase sun exposure to the understory, reduce midstory clutter, and increase foraging opportunities by enhancing host shrubs for food species. Snags will be retained with a surrounding live tree group.

2. *Amelanchier nantucketensis*

The Nantucket shadbush was listed as Special Concern in the 2008 Take letter for the expansion of SSWW, but no longer has a state or federal conservation status. Nantucket Shadbush prefers sandplain grassland and coastal heathland habitats where it commonly occurs as a low-growing colonial shrub. Sandy road shoulders and open habitats impacted by past site disturbance due to agricultural and farming practices, grazing, wood harvesting, and storm damage are also potentially suitable habitats (Avalon 2008). Habitat for the Nantucket shadbush will be enhanced through the management for the listed species above. Individuals will be protected where necessary from management activities.

3. *Crocianthemum dumosum*

The bushy rockrose was listed as Special Concern in the 2008 Take letter for the expansion of the SSWW, but no longer has a state or federal conservation status. Bushy rockrose is a perennial species found locally in dry, coastal heathlands, sandplain grasslands, and grassy openings in scrub oak barrens. Bushy Rockrose is a low-growing plant with widely divergent branches and branchlets at maturity. Cleistogamous flowers are large and solitary and located at the tips and forks of branches. The upper leaf surface is densely pubescent with stellate hairs and few or no long hairs. The lower leaf surface is pale with stellate hairs (Avalon 2008). Habitat for the bushy rockrose will be enhanced through the management for the listed species above. Individuals will be protected where necessary from management activities.

4. *Ageratina aromatica*

The lesser snakeroot was noted as a Take by NHESP in 2008 when the SSWW expansion took place. It is endangered in Massachusetts but was not included in the rare species list provided by the Division for the conservation area in 2023. Lesser snakeroot is a perennial herb found in dry woodlands and barrens. It is a member of the Aster family with opposite leathery leaves and white flowers from August to mid-September. The blooms are corymbs – flat-topped open flower clusters of discoid heads of small white flowers. The stem is hairless and simple or with a few branches in the upper portion. Plants generally are 60 cm or less in Massachusetts but can reach 80 cm in other regions.

1.2 Habitat Management Goals

1.2.1 Zone 1: Sandplain Grassland

Zone 1 (red) shall be managed to become majority sandplain grassland (60-75%) with patches of host shrubs (25-40%), which will benefit the state-listed Lepidoptera species (Figure 1). Solitary pitch pine, if present shall be retained but further pine encroachment will not be encouraged or permitted. The patchy nature of the zone will be maintained with an emphasis on encouraging grassland areas and discouraging and containing shrub areas to achieve the target habitat percentages. Within the scattered shrub pockets high densities of larval host species such as low bush blueberry and wild indigo will be promoted and encouraged alongside low densities of scrub oak, arrowwood, viburnum and bayberry. Over common generalist species such as huckleberry, dewberry and cedar will be discouraged and managed where needed to promote desired larval host shrubs.

1.2.2 Zone 2: Pitch Pine – Scrub Oak Community

Zone 2 (blue) shall be managed to enhance the diversity of the understory in the pitch pine – scrub oak habitat (Figure 1). Current pine stands are too dense to allow for understory species to thrive. Thinning of pine stands and tall shrubs should allow for the regeneration of understory species and scrub oak. Pines should be arranged in sparse clumps for protection from wind and salt spray but density within these clumps should not be overly high to allow for sunlight penetration to the ground.

1.2 Invasive Species Removal and Monitoring

Initial habitat surveys performed by qualified NLB staff in March 2023 have noted the presence and location of several invasive species including autumn olive (*Elaeagnus umbellata*), Japanese black pine (*Pinus thunbergiana*), privet (*Ligustrum* sp.), and phragmites (*Phragmites australis*) (figure 3). Other nuisance species may be identified on the site as the growing season progresses (e.g. mugwort (*Artemisia vulgaris*), bindweed (*Convolvus* spp.), purple crown vetch (*Securigera varia*) and wild carrot (*Daucus carota*) etc.). NLB staff will work to remove these invasives using best practices and will monitor the site regularly for new or expanding invasions by non-native species that threaten the conservation of target habitats and state-listed species.

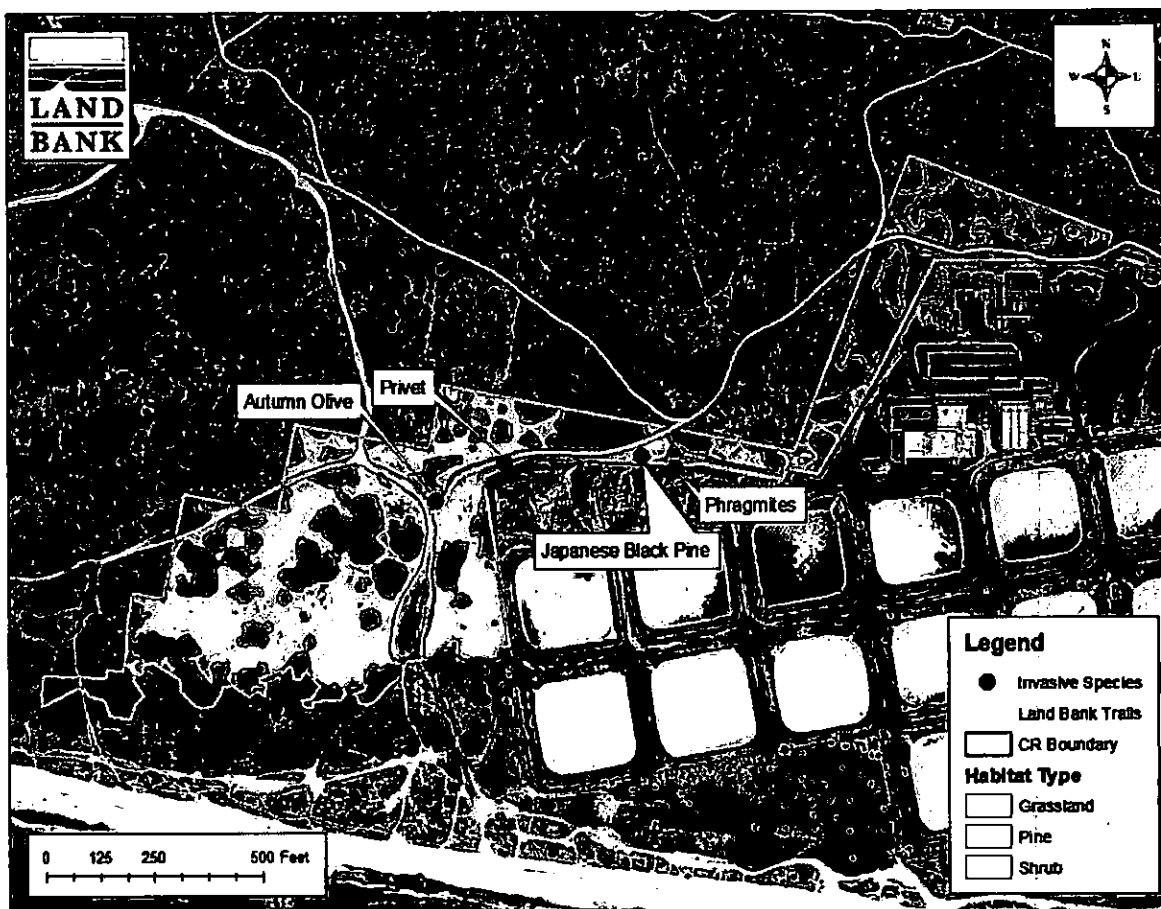


Figure 3. Map showing the extent of the conservation area to the north and west of the Surfside Wastewater Treatment Plant. Broad habitat types and locations of invasive species are indicated.

1.3 Permanent Conservation

The NLB and Town of Nantucket will work together to ensure that this parcel of land is transferred to the NLB to facilitate conservation management and permanent conservation. The Deed of Conveyance will include language restricting the use of this site to open space and conservation purposes only. Once the property is owned by the NLB with a restricted use in the Deed, it will be considered to be permanently

conserved for the benefit of the state-listed species and the habitat types that support them. Prior to conveyance, the NLB shall manage the site under license from the Town of Nantucket.

2.0 Existing Conditions

2.1 Habitat Descriptions

2.1.1 Sandplain Grassland

The majority of the southwestern portion of the area is sandplain grassland, which according to NHESP's *Classification of Natural Communities of Massachusetts* is "Essentially treeless coastal communities dominated by native grasses and herbaceous species with sparse shrubs on sand or other dry, low nutrient soils." This area is the recipient of near-constant wind and salt spray, and is situated just north of a dune system which abuts the beach and ocean. Dominant species in this area include Pennsylvania sedge, little bluestem, bearberry, goldenrod, dewberry, fescue, and American beachgrass.

2.1.2 Shrubland

Interspersed within the sandplain grassland and consistent throughout the rest of the conservation area is a sandplain heathland. Defined as "Open, shrub dominated coastal communities [that] share many species with Sandplain Grasslands, but also have many plants from the Heath family" (NHESP). These low-growing shrubby areas form a mosaic within the Sandplain Grassland, and are made up of lowbush blueberry, black huckleberry, northern bayberry, scrub oak, and beach plum.

In the northeastern portion of the conservation area the shrub height increases with proximity to the pitch pine stands, and so does the dominance of scrub oak and arrowwood viburnum. These areas more closely resemble a Scrub Oak Shrubland: "Dense shrublands dominated by shrub oaks forming almost impenetrable thickets ranging from 3-6 feet in height" (NHESP).

2.1.3 Pine-dominated habitat

The northeastern corner of the conservation area consists of Pitch Pine-Scrub Oak Community: "Dense shrubs with scattered to patchily dense trees and scattered openings" (NHESP). Pitch pine trees are scattered throughout, forming dense clumps in some areas. The shrub layer is dominated by scrub oak, northern bayberry, and arrowwood viburnum reaching 4-6 feet in height.

2.2 Transect data 2019-2022

The vascular plant species on this site have been monitored along one transect (figure 1) since 2019 (see section 3.1 for vegetation survey methods). This transect is placed in predominantly grassland habitat and species characteristic of sandplain grassland and heathland have been observed on this transect since 2019 (table 2).

Table 2. Results from community monitoring of the transect located within zone 1 of SSWW conservation area. Species occurrences are counted where they touch the 50m transect at the meter mark.

Name	Common Name	Functional Group	2019	2020	2021	2022
<i>Anaphalus margaritacea</i>	Pearly everlasting	forb		1		
<i>Cirsium spp.</i>	Thistle	forb		1		
<i>Euthamia spp.</i>	Grass-leaved goldenrod	forb	12	12	13	11
<i>Ionactis linariifolia</i>	Stiff aster	forb				1
<i>Pityopsis falcata</i>	Sickle-leaved golden aster	forb	2		1	2
<i>Polygala polygama</i>	Racemed milkwort	forb		3		
<i>Potentilla spp.</i>	Cinquefoil	forb	1			
<i>Pseudognaphalium obtusifolium</i>	Blunt-leaved rabbit tobacco	forb			1	
<i>Rumex acetosella</i>	Common sheep sorrel	forb	2	4	4	3
<i>Sericocarpus asteroides</i>	White-topped aster	forb			1	2
<i>Solidago sempervirens</i>	Seaside goldenrod	forb		1		2
<i>Solidago spp.</i>	Goldenrod	forb	1	1	1	
<i>Ammophila breviligulata</i>	American beachgrass	graminoid	1			
<i>Carex pensylvanica</i>	Pennsylvania sedge	graminoid	45	42	44	41
<i>Dicanthelium spp.</i>	Rosette grasses / panicgrasses	graminoid		1	2	2
<i>Festuca spp.</i>		graminoid			1	6
<i>Schizocarium scoparium</i>	Little blue stem	graminoid	12	11	19	11
<i>Morella caroliniensis</i>	Bayberry	shrub	18	13	9	11
<i>Rubus spp. (prostrate)</i>	Dewberry	shrub	1	3	3	2
<i>Arctostaphylos uva-ursi</i>	Bearberry	sub-shrub	11	9	9	9
<i>Parthenocissus quinquefolia</i>	Virginia creeper	sub-shrub			1	
<i>Toxicodendron radicans</i>	Poison ivy	sub-shrub	12	5	2	7
<i>Vaccinium angustifolium</i>	Lowbush blueberry	sub-shrub	1	1	2	1
<i>Quercus illicifolia</i>	Scrub oak	tree	1	1	2	1

3.0 Methods

3.1 Botanical and Rare Plant Surveys

Project Botanist and Field Lead

This study will be under the direction of Rachael Freeman, Director of Environmental and Agricultural Resources for NLB and Project Botanist. Ms. Freeman has experience in identifying rare plant species and plant ecology. She has been approved by NHESP for identification of the target species identified. For additional information, please see the attached resume.

Guthrie Diamond will be the Field Lead on this project. Ms. Diamond is the Field Ecology Coordinator for NLB and has experience surveying for and identifying rare plants. She will be leading the team of seasonal employees who will assist with ecological surveys on this project. For additional information, please see the attached resume.

Prior to initial management set forth in this habitat management plan, the property will be systematically searched for *Liatris novae-angliae* and *Sisyrinchium fuscatum*. Searches for individual species will be performed when the species is most visible i.e. in bloom. *Sisyrinchium fuscatum* surveys will take place in June, while *Liatris novae-angliae* surveys will be targeted for late summer/early autumn. Staff will note other state-listed species such as lesser snakeroot during these systematic surveys. Similarly, Nantucket shadbush and bushy rockrose will be noted if encountered as they were state-listed in 2008 when the Take letter was issued, however separate surveys for these no longer listed species will not take place. The site will be monitored regularly to determine the ideal survey schedule based on directly observed local blooming phenology.

The first survey of the season will be for *Sisyrinchium fuscatum* and the entire acreage of the property will be searched by walking transects no more than 10 feet apart. If there are areas where the habitat does not appear suitable (i.e. ruderal areas or pitch pine scrub oak forest), transect spacing may be increased. The transect spacing and directionality will be maintained in the field by establishing transects in GIS and uploading them to a GPS unit. Using the navigate and map features of the GPS units, we will be able to follow our established course throughout the site ensuring that a comprehensive survey is completed.

Once target plants have been encountered, individuals will be counted, and locations documented by flagging all individuals and GPSing plants within visualized 1m diameter circles. All populations of state-listed species will be inventoried by collecting the standard Element Occurrence data developed by the Natural Heritage & Endangered Species Program, Massachusetts Division of Fisheries & Wildlife (NH&ESP) and relevant details will be submitted to Heritage Hub.

3.2 Vegetation Transect Surveys

The Smooth Hummocks Coastal Preserve is currently monitored annually for plant community composition by Land Bank staff. This monitoring consists of 31, 50m line intercept transects, and 20 1m x 1m percent cover plots. One transect and one plot are currently located within the SSWW conservation area (Figure 1). Two additional transects will be established to increase vegetation monitoring in the site and allow for evaluation of management practices. One of these transects will be located in a shrubbier section in the northern portion of zone 1 and the other will be located in shrub/pine habitat of zone 2. Transects will be located on the site to cover as much habitat diversity as possible. The continuation and expansion of this monitoring will allow us to measure the impact of habitat management on the site, as well as facilitate the inclusion of the SSWW conservation area into the greater Smooth Hummocks Coastal Preserve. These transects will be monitored yearly in the growing season.

Plant species along the transects will be observed and recorded at each meter mark, from meters 1 through 50. Data collected will include plant species and corresponding height class for each individual. Height classes are as follows: Class 1: 0 – 0.5m, Class 2: 0.5 – 1m, Class 3: >1m. All plants will be identified to species level when possible. Plants in the *Agrostis*, *Cirsium*, *Dicanthelium*, *Euthamia*, *Festuca*, *Potentilla*, *Rubus*, and *Solidago* (with the exception of *Solidago sempervirens* and *Solidago nemoralis*) genera will be identified to genus due to the limitations of *in situ* identification. The start and end points of each transect are marked with metal rebar, allowing for consistent repeated sampling in the future. Surveys will be completed by Nantucket Land Bank staff.

The vegetation within the 1m x 1m percent cover plots will be first classified by functional group, and each functional group will be given a cover class score ranging from 0-10. Each species within the plot will be then identified and given a cover class score as well. Combined percent cover for species belonging to the same functional group should not exceed the overall percent cover for that functional group. Functional groups include bare ground, litter, dead woody vegetation, grass, forbs, and woody vegetation. Cover classes are designated as follows: 0 = not present, 1 = trace, 2 = 0-1%, 3 = 1-2%, 4 = 2-5%, 5 = 5-10%, 6 = 10-25%, 7 = 25-50%, 8 = 50-75%, and 9 = 75-100%. Surveys will be completed by Nantucket Land Bank staff.

These data will be directly comparable to data collected from Smooth Hummocks Coastal Preserve since 2019. Results will guide eventual adaptive management at the site and ensure continuity of data and conservation management within the Smooth Hummocks property complex.

3.2 Invasive and Nuisance Species Control

Invasive species found on the site will be controlled with best practices and with techniques that NLB staff have found effective. Known and potential invasive and/or nuisance species on the site include autumn olive, Japanese black pine, phragmites, privet, mugwort, bindweed, purple crown vetch and wild carrot or others that may arrive to the site in the future. We will use early detection and rapid response to contain and remove invasive species from the site. Invasive management methods will include:

- Cut and paint with a 25% triclopyr solution
- Hand wiping with a 25% triclopyr
- Foliar spraying for shrub management in desired grassland areas
- Hand pulling

We will follow best management practices for invasive species removal (<https://www.mass.gov/doc/protocols-for-protection-of-rare-plant-species/download>), particularly pre-management searches for listed species, protecting state-listed species from herbicide application with a bucket or modified application methods when in proximity to rare species known locations, including Nantucket shadbush and bushy rockrose, which were listed at the time of the Take letter in 2008.

3.3 Habitat Management

Mowing with a tractor and 16-foot woods rotary mower will be the main habitat management technique employed in the first instance to reduce shrubby and woody encroachment into coastal heathland and sandplain grassland habitat. Land Bank properties staff has significant experience in using both mowing and prescribed fire in this landscape to maintain and enhance sandplain grassland and coastal heathland communities. They will incorporate mowing during both the growing and dormant season to achieve target habitat composition, protect state-listed species, and avoid conferring competitive advantage by consistently mowing at the same time of year.

Prescribed fire may be used if the site warrants it, conditions are appropriate for burning, and NLB has the capacity. If fire breaks need to be established, such mowing will occur during the dormant season.

In areas where undesirable shrubs have grown larger or over populated, mastication with a Bobcat Gen 4 hydro axe masticator and/or chainsaw and Vermeer 1000 chipper will be used to clear overgrown shrubs and allow grassland/heathland species or desirable shrub species, such as low bush blueberry and wild indigo, to reestablish. Foliar spraying of herbicide may be used to assist in the creation of the desired assemblage of larval host shrubs. Rare plants will be protected by buckets or other methods when in proximity to shrub management.

When larger pine trees are removed they will be dragged from the site to scarify the ground surface, thereby exposing the mineral soil and allowing for germination of desired understory species. Scarification outside of pine removal may be employed to expose soil where and as needed.

The NLB may pasture pigs or goats on the site to facilitate duff removal, understory regeneration, or shrub species removal. NLB has experience using pigs for invasive species management.

Prior to habitat management activities, the area to be managed will be searched for rare plants, particularly areas where rare plants have been noted in previous surveys (see section 3.1). Any rare plants found will be protected during management by a bucket, flagging, fencing off, or other similarly effective method dependent on the type of management to be performed (see also section 3.2).

3.4 Adaptive Management

Once the habitat assemblage on the site has been returned to an acceptable sandplain grassland/coastal heathland mosaic outside of the pine groves it will be managed adaptively in response to site specific conditions by the experienced NLB Environmental and Property Department staff. Sandplain grassland and coastal heathland communities require disturbance or will undergo succession as woody shrubs and tree species encroach. The natural wind and salt spray disturbance at the site is insufficient to prevent succession. NLB staff will manage the site with mowing and/or prescribed fire and/or other above mentioned methods in association with the rest of the Smooth Hummocks properties at the landscape scale – working to prevent encroachment by shrubs and invasives and to maintain ideal conditions for state-listed species. Maintenance management will be performed at varying times across the calendar year to avoid selective pressure on certain species assemblages as might occur if mowing or other management always occurred at a specific time of year.

3.5 Site Maintenance for access and public safety

3.5.1 Road and Parking Maintenance

NLB Property department staff assesses all unpaved roads and trails on NLB property regularly. Grading is performed annually by contract with local businesses before April 15th to maintain safe and passable surfaces. Unpaved NLB roads are generally in good enough condition that they do not require the addition

of road grade material or hardener. However, in cases of wet winter/spring weather and if conditions warrant it, then MassDOT Spec M1.03 (Type b) Gravel Borrow or "AckPac" gravel (free of deleterious materials), or similar, to a compacted depth of 6" pursuant to specific sieve designations may be added to improve the road surface. In-house supplementary grading may be performed as needed in high traffic areas. All road maintenance activities will be limited to the existing roadway/parking lot edges. There will be no expansion of the roadway width or size of the parking lot. The roads and parking area contained within the SSWW conservation area are shown on Figure 1 and will be treated as above.

3.5.2 Trail Maintenance

Property staff mow trails (Figure 1) as needed during the growing season to maintain safe and welcoming conditions for the public who passively recreate on the property with a small tractor mower, on foot with lawn mower, or trimmer as appropriate. In general, this consists of mowing three to four times during the growing season and trimming along the trail edges. Trails in the management area will be walked by the botanist or field lead prior to management to mark and protect rare species (see section 3.3) that may be impacted by regular trail maintenance. Hazard trees are addressed promptly to maintain public safety after consultation between the Property Foreman and Director of Environmental and Agricultural Resources. Property staff routinely inspect the site to remove litter or other anthropogenic material.

3.6 Photo monitoring

Four or more photo monitoring stations will be established covering the site. The directions and locations of these stations are shown in Figure 4. Photos will be taken at these stations prior to and following site management or annually in the growing season as warranted. NLB will maintain digital records of the photos and will include relevant photos in informal or formal reports to the Division.

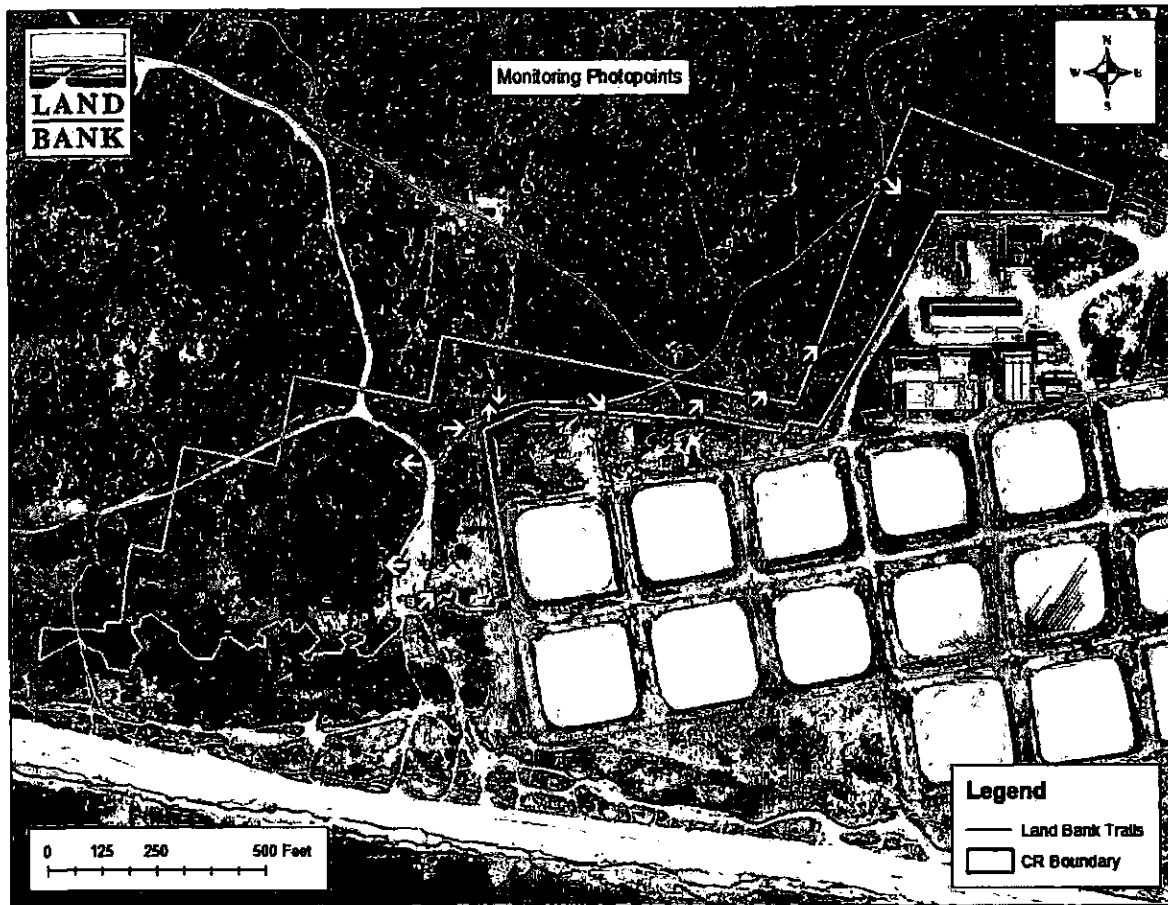


Figure 3. Locations and directions of photo points. Photos will be recorded here annually before and after management.

4.0 Timeline of Surveys, Management and Reporting

Year 1: Assessments of the species composition on the site will be completed by a review of the transect and plot data collected on the site since 2019 (included in this habitat management plan). Establish photo monitoring stations and two additional transects as described above. Perform botanical surveys for New England blazing star (*L. novae-angliae*) and blue-eyed grass (*S. fuscatum*) and enter data into Heritage Hub. Monitor transects during growing season as part of SHCP community sampling. Explore requirements for habitat management in pine dominated area regarding the endangered northern long-eared bat. Perform management on all invasives found on the site. Mowing and mastication in the fall after surveys are completed in the western section (Zone 1) to enhance sandplain grassland/coastal heathland habitat and decrease excess shrubs. Trail maintenance and road/parking lot maintenance as required. Install signage as necessary.

Year 2: Mastication and/or mowing and/or shrub management with herbicide in Zone 1 where habitat has become too shrubby. Monitor transects during growing season as part of SHCP community sampling. Treat all invasives on site. Photo monitoring. Trail maintenance and road/parking lot maintenance as required.

Year 3: Mowing/mastication in eastern portion of site (Zone 2). Remove larger pines outside of delineated groves, drag offsite to scarify ground layer. Monitor transects during growing season as part of SHCP community sampling. Photo monitoring. Treat all invasives on site. Trail maintenance and road/parking lot maintenance as required.

Year 4: Shrub management with herbicide if needed. Check for invasives, treat as needed. Monitor transects during growing season as part of SHCP community sampling. Photo monitoring. Trail maintenance and road/parking lot maintenance as required

Year 5: Mowing/mastication where needed on entire site. Shrub management with herbicide if needed. Check for invasives and treat if needed. Monitor transects during growing season as part of SHCP community sampling. Photo monitoring. Trail maintenance and road/parking lot maintenance as required.

Years 6-10 and thereafter: Repeat botanical surveys for listed species and map habitat types in the year prior to a formal report. Monitor transects during growing season as part of SHCP community sampling. If the site has moved toward a more stable sandplain grassland/coastal heathland mosaic in the first five years of management then mowing and or prescribed fire management should become adaptive in response to conditions on the site and on nearby NBL properties. We expect that mowing and/or prescribed fire will be performed on the site in a three-to-five-year rotation depending on site conditions. Invasives and undesirable shrubs will be regularly monitored and treated as needed to prevent further invasion. Photo monitoring. Trail maintenance and road/parking lot maintenance as required.

Table 3. Reporting schedule.

Year 1	Informal report- Virtual Update
Year 2	Formal written report
Year 3	Informal report- Virtual Update
Year 4	Formal written report
Year 5	Informal report- Virtual Update
Year 7, 10, every 5 years there after	Formal written report

The formal monitoring reports shall include a description of the existing conditions, a set of representative site photographs for the survey year, a summary of the treatment practices completed during the monitoring period, and an assessment of the success or failure of the habitat enhancement treatments.

5.0 Management Costs

Based on the below estimates the NLB includes a Mitigation Fund Agreement to ensure that funding is always available to cover required habitat management on the site.

S5WW conservation area 14.3 acres. Estimate of costs by Jeff Pollock NLB Property Foreman (March 2023).

Zone 1 (Red, grassland area) – 9.1 acres (\$703/acre or 0.56 acres/hour)

- John Deere 5400 tractor, 16foot Woods rotary cutter, and operator,
- Total = 16hrs @ \$400/hr. = \$6,400

Zone 1 (Red, shrub area) – 2.1 acres (\$4,571/acre or 0.09 acres/hour)

- John Deere 5400 tractor, 16foot Woods rotary cutter and operator = 8hrs
 - T-870 Bobcat Gen 4 Hydro axe Masticator and operator = 8hrs
 - F-550 truck, Vermeer 1000 chipper and 2 chainsaw operators = 8hrs
- Total = 24hrs @ \$400/hour = \$9,600

Zone 2 (Blue) – 3.1 acres (\$6,194/acre or 0.06 acres/hour)

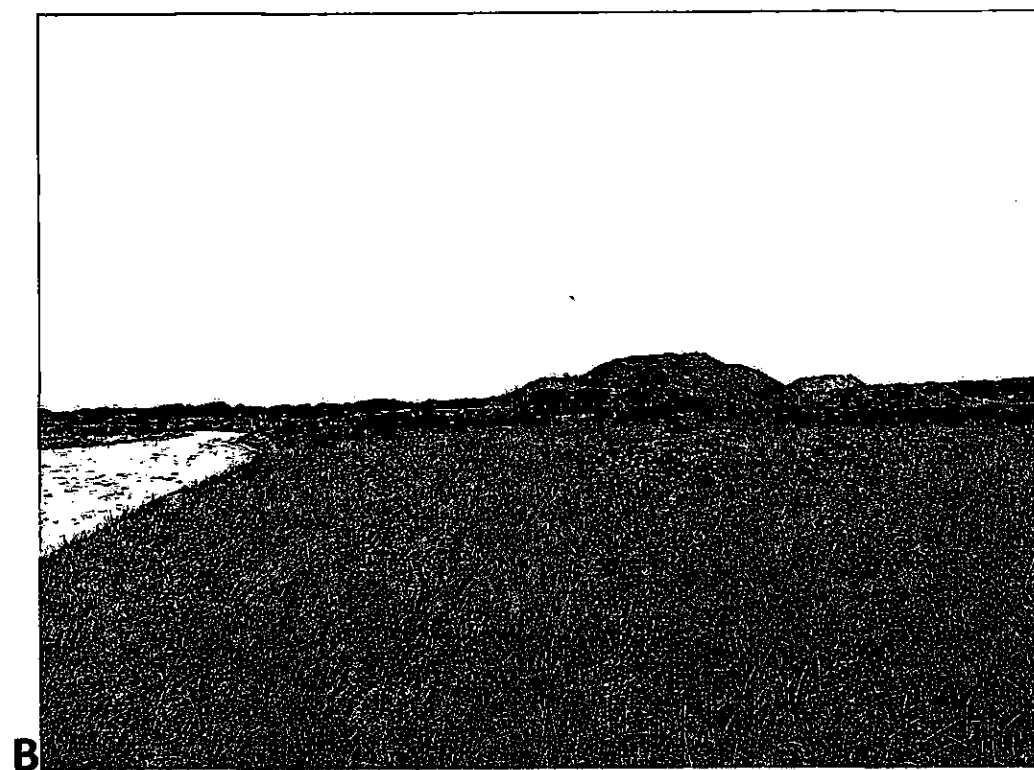
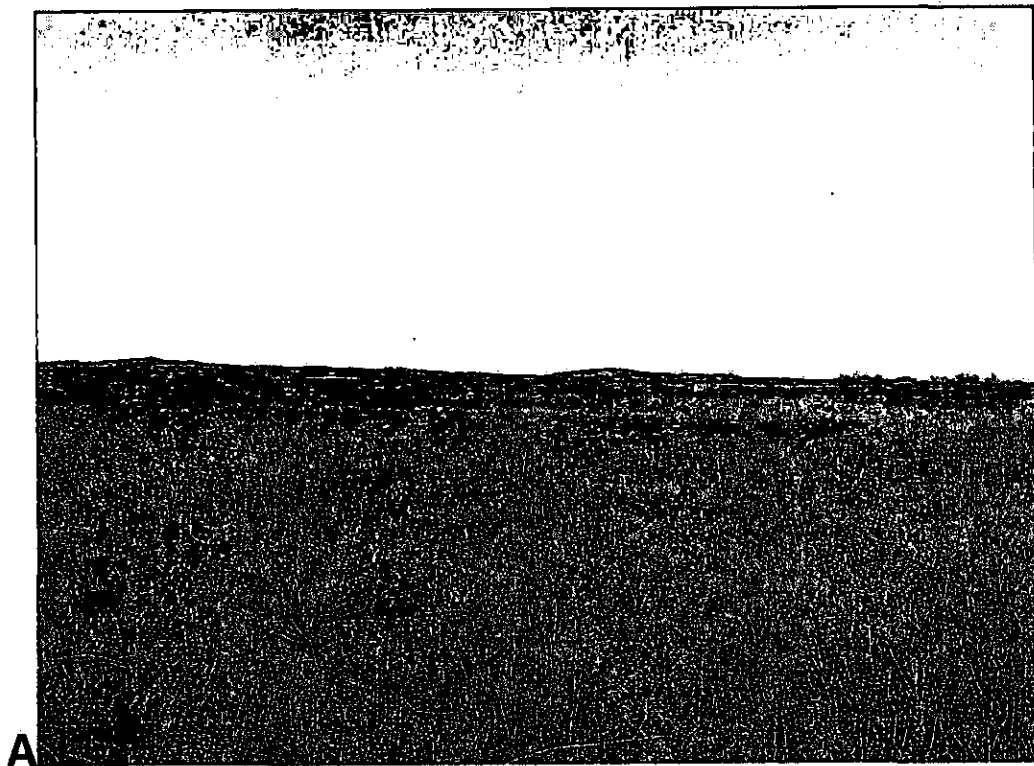
- John Deere 5400 tractor, 16foot Woods rotary cutter and operator = 8hrs
 - T-870 Bobcat Gen 4 Hydro axe Masticator and operator = 16hrs
 - F-550 truck, Vermeer 1000 chipper and 2 chainsaw operators = 24hrs
- Total = 48hrs @ \$400/hour = \$19,200

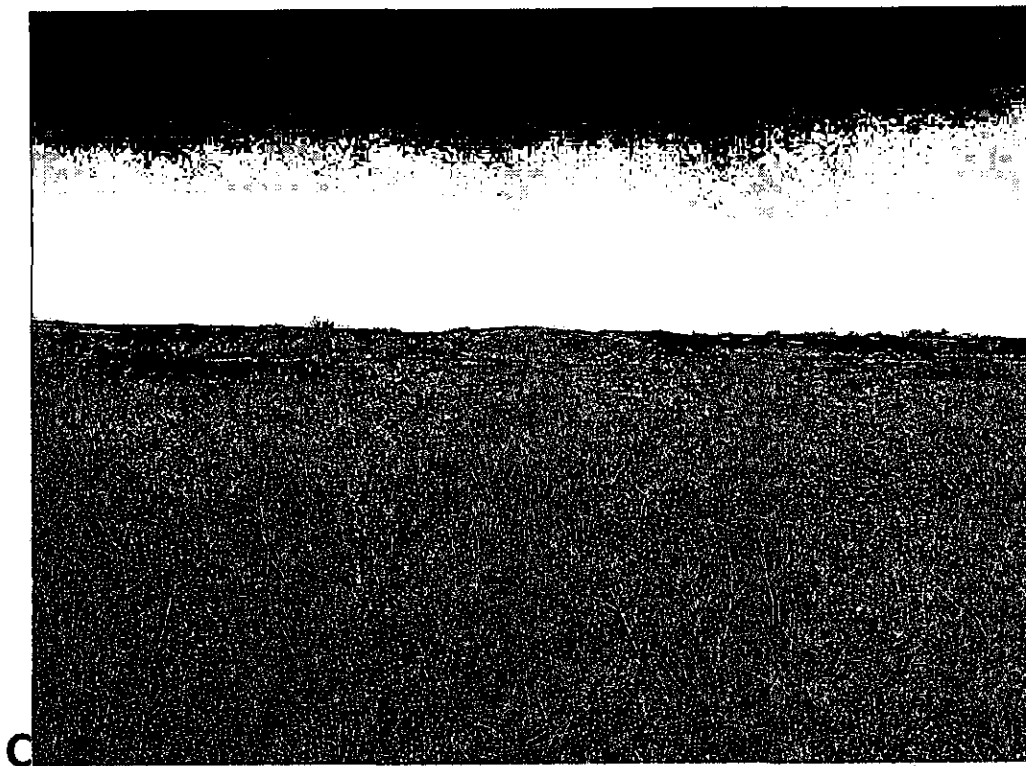
Estimate includes - Mobilization, fuel costs, equipment maintenance, Certified Hoisters, NWCG Certified Chainsaw Operators.

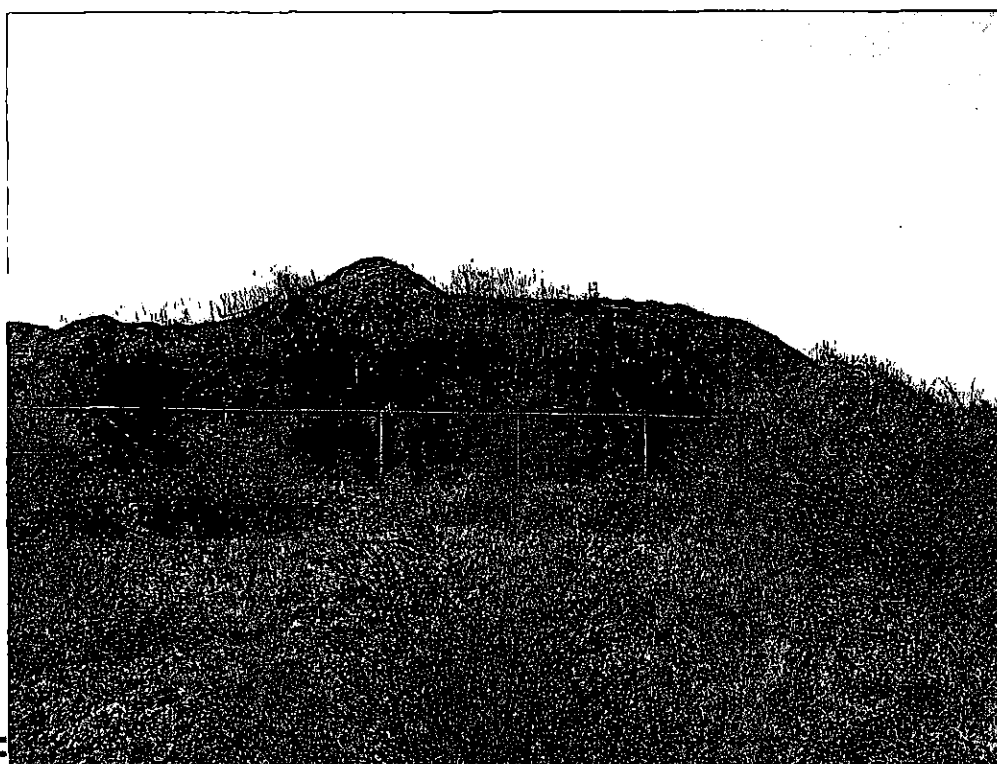
Estimate does Not include any unforeseen circumstances.

6.0 Representative Site Photos

5.10.23 Photos corresponding to the photopoint map in Figure 3.













6.0 Literature Cited

Avalon Consulting Group , LLC. 2008. CMP Application Nobadeer Farm Recreation Facility. Project No. 07-004. 107pp.

Boufford, D. E. 1997. *Sisyrinchium*. In: Flora of North America Editorial Committee, eds. 1993+. Flora of North America North of Mexico. 12+ vols. New York and Oxford. Vol. 26, pp. 351.

Johnson, C.M. and R.A. King, eds. 2018. Beneficial Forest Management Practices for WNS-affected Bats: Voluntary Guidance for Land Managers and Woodland Owners in the Eastern United States. A product of the White-nose Syndrome Conservation and Recovery Working Group established by the White-nose Syndrome National Plan (www.whitenosesyndrome.org). 39 pp.

Natural Heritage & Endangered Species Program, Massachusetts Division of Fisheries & Wildlife. 2020. Classification of the Natural Communities of Massachusetts. <https://www.mass.gov/doc/classification-of-the-natural-communities-of-massachusetts/download#:~:text=The%20Massachusetts%20Classification%20descriptions%20include%20the%20USNVC%20NatureServe%20synonyms,three%20major%20systems%3A%20Terrestrial%2C%20Palustrine%2C%20and%20Estuarine.%20>

7.0 Resumes

Rachael S. Freeman

16 Pippens Way
Nantucket, MA 02554
(617) 901-9370
rfreeman@nantucketlandbank.org

EDUCATION:

Masters of Science in Plant Biology- graduated 5/02
University of New Hampshire Durham, NH

Summer Field Research, Rocky Mountain Biological Laboratory Gothic, CO
Alison K. Brody, Advisor

Bachelors of Arts, Biology major, Chemistry minor - graduated 12/98
Western State College of Colorado Gunnison, CO

RELEVANT EXPERIENCE:

Environmental Coordinator, Nantucket Islands Land Bank

October '14 – present

- Responsibilities include public park project management and design, oversight of all aspects of management and operation of Land Bank conservation and agricultural properties, performing environmental permitting and ensuring compliance, maintaining the GPS/GIS database and responding to public concerns regarding environmental issues.

Owner, Laurentide Environmental, Nantucket, MA

August '10 – December '14

- Co-owner and manager of a small environmental consulting company. Our contracts included, reviewing Conservation Commission applications, advising the local Conservation Commission on wetland and coastal delineations, and providing input on environmental resources present at site visits, working with the Massachusetts Natural Heritage and Endangered Species Program to perform habitat assessments and rare species surveys and permit projects in high priority habitat, writing survey protocols for projects of varying size and scope, executing botanical surveys, producing GPS/GIS maps of plant locations, summarizing results and writing reports.

Contract Botanist, Independent

September '07 – December '14

- Responsibilities included working with the Massachusetts Natural Heritage and Endangered Species Program to perform rare species surveys and permit projects in high priority habitat, writing survey protocols for projects of varying size and scope, executing botanical surveys, producing GPS/GIS maps of plant locations, summarizing results and writing reports.

Research Supervisor, Nantucket Conservation Foundation, Nantucket, MA

November '05 – September '08

- Responsibilities included supervising year round and seasonal employees in both field and office settings, writing research protocols, designing experiments to answer specific research questions and meet management objectives, executing field research, data analysis and summarization using a variety of univariate, multivariate, and spatial analysis techniques and statistical programs, participate in managing GIS database of rare species occurrences, disseminating the results of research to the public through presentations and publications.

Vegetation Monitor, Nantucket Islands Land Bank Commission, Nantucket, MA

June '03 – November '05

- Responsibilities include experimental design, field sampling set-up, identification of plant species, data entry, analysis and summarization.

Research Biologist, Nantucket Conservation Foundation, Nantucket, MA

February '04 – November '05

- Responsibilities included design and implementation of field experiments primarily focused on maintaining rare plant species and communities, background research and assistance in implementing a natural resources inventory, disseminating the results of research to the public through presentations and publications.

Research Biologist, Independent Contractor, Nantucket, MA

September '03 – February '04

- Responsibilities included designing, implementing, and finalizing results of a scientific research project to assess the status of *Symphyotrichum concolor* populations on Nantucket Island.

Vegetation Monitoring Intern, Nantucket Conservation Foundation, Nantucket, MA

June '03 – September '03

- Responsibilities included assistance with transect vegetation sampling in the field and data entry.

Research Technician, CICESE, Ensenada, Baja California, Mexico

August '02 – November '02

- Responsibilities included DNA extractions and isolations of algae and intertidal organisms, culture of algae, experiment design and implementation at field sites throughout the Baja peninsula.

SELECTED PUBLICATIONS AND REPORTS:

Poulos, H.M., Freeman, R.S., Karberg, J.M., Beattie K.C., O'Dell D.I. and K.A. Omand (2020) Effects of Mowing and Prescribed Fire on Plant Community Structure and Function in Rare Coastal Sandplains, Nantucket Island, MA, USA. *Environmental Management* 65: 111-121.

Omand, K.A., Karberg, J.M., Beattie K.C., O'Dell D.I. and R.S. Freeman (2014) Soil seed bank in Nantucket's early successional communities: implications for management. *Natural Areas Journal* 34:188-199.

Freeman, R.S., Steinauer, E.M. and S.A. Treanor (2005) The effect of management on the state-listed endangered species *Symphyotrichum concolor* (Asteraceae) on Nantucket Island. Technical report.

Freeman, R.S. (2005) Smooth Hummocks Coastal Preserve Vegetation Monitoring: summer 2004. Technical report.

Freeman, R.S., Steinauer, E.M. and S.A. Treanor (2004) Aspects of the population biology of the state-endangered species *Symphyotrichum concolor* (Asteraceae) on Nantucket Island. Technical report.

Freeman, R.S., Brody, A.K. and C.D. Neefus (2003) Flowering phenology and compensation for herbivory in *Ipomopsis aggregata*. *Oecologia* 136: 394-401.

SELECTED PRESENTATIONS AND POSTERS:

Grimsby, J., Freeman R.S., VonWettberg, E.V., and R. Kesseli (2009) Genetic diversity of endangered Eastern silvery aster (*Symphyotrichum concolor*) in Nantucket and North Carolina populations. Poster. Nantucket Biodiversity Initiative Conference, Coffin School, Nantucket, MA.

Steinauer, E.M. and R.S. Freeman (2005) Limitations to herbaceous plant diversity in brushcut restoration areas on Nantucket. Poster, Nantucket Biodiversity Initiative Conference, Coffin School, Nantucket, MA.

Freeman, R.S., Palenski, T., Hull, J., Steinauer, E.M. and S.A. Treanor (2005) Examining the potential for *Centaurea biebersteinii* to invade sandplain habitats on Nantucket Island: effects of salt spray and competitive ability. Presentation, New England Invasive Plant Summit (September 2005), Sheraton Conference Center, Framingham, MA.

Beattie, K.C., R.S. Freeman and E.M. Steinauer (2005) Effectiveness of fire and mechanical manipulations to restore sandplain grasslands on Nantucket. Presentation, Cape Cod Natural History Conference, Cape Cod Community College, Hyannis, MA

Freeman, R.S. and K.C. Beattie (2004) Effects of Dormant Season Prescribed Burning on Sandplain Grassland

and Coastal Heathland Plant and Wildlife Communities at the Head of the Plains, Nantucket Island.
Presentation, Coastal Sandplain Science Workshop Marine Biological Laboratory, Woodshole, MA

Freeman, R.S. and E.M. Steinauer (2004) Ecology of the state-listed species *Symphyotrichum concolor* (L)
Nesom (Asteraceae) on Nantucket Island. Presentation, Cape Cod Natural History Conference, Cape Cod
Community College, Hyannis, MA

ADDITIONAL SKILLS:

- Firefighter Type 1 Certified with 8 years of experience training and participating in an active prescribed fire crew.

Guthrie Diamond

125 Somerset Rd. Nantucket, MA 02554 | gdiamond@brandeis.edu | 518-505-1517

EDUCATION

Brandeis University, Waltham, MA

B.S. in Environmental Studies; and Health: Science, Society, & Policy

2019

May

RELEVANT EXPERIENCE

Nantucket Land Bank, Nantucket, MA

Present

May

2019-

Field Ecologist

- Complete various field projects to improve and responsibly manage conservation, recreation, and agricultural properties while ensuring public access to open space.
- Duties include rare plant surveys, plant species inventories, wetland delineations, invasive plant management, mapping trail networks, water quality monitoring, property assessments (encroachments, Conservation Restrictions), producing maps using GPS and GIS, and submitting permitting applications to ensure projects are in compliance with environmental regulations.
- Represent the local government while working, communicate projects to the public, oversee seasonal employees, and collaborate with other local conservation organizations.
- Create outreach materials for the public in the form of social media posts, quarterly newsletters, trail maps, website updates, and educational pamphlets.

Invasive Plant Species Committee (IPSC), Nantucket, MA

Present

Oct

2021-

Committee Co-Chair

- As part of the Nantucket Biodiversity Initiative (NBI), collaborate with other co-chair to identify primary invasive plant threats on Nantucket and collect data on their location and spread.
- Organize weekly invasive species pulls with volunteers for various species from May-August during the field season, targeting high-priority plants and properties.
- Create outreach materials to educate the public about invasive plants, including resources to garden with native plants and get involved with local invasive management efforts.

Harvard Forest, Weston, MA

Jun-Aug 2018 (40hr/wk), Sept 2018-May 2019 (10hr/wk)

Research Assistant (Sustainable Working Landscapes Program)

- Completed ecological data collection for forest health monitoring projects including hemlock woolly adelgid mortality, deer browse impact, and eastern white pine health assessments.
- Duties included navigation to off-trail sites using map, compass, and GPS, establishing

transects, woody and herbaceous plant identification, and data collection and entry.

- Worked closely with field crew to ensure accuracy and precision in data collection and entry.

School for Field Studies, Yungaburra, Queensland, Australia

Jan-May

2018 Student Researcher

- Designed independent study on wet sclerophyll forest species composition in northern Queensland, Australia. Followed protocol to establish plots and collect data on tree species, DBH, canopy cover, ground cover, invasive species inventory, slope, and aspect.
- Presented research findings to School for Field Studies professors, peers, and local community.

Brandeis University Environmental Studies Department, Waltham, MA

Aug-Dec 2017-

Present Teaching Assistant: Fundamentals of Environmental Challenges

- Led weekly tree walks, teaching students how to identify common tree species of the northeast.
- Assisted professors in planning class exercises and assignments, held weekly office hours, and provided individualized feedback to students.

LEADERSHIP EXPERIENCE

Brandeis Department of Community Living, Waltham, MA

Aug

2017-May

2019

Residential Advisor

- Facilitated community growth and positive relationship development through individual meetings, hall-wide programming, and conflict mediation.
- Planned and executed engaging, fun, and educational active and passive programs for residents.
- Communicated with supervisor and fellow Residential Advisors through formal written and oral communications such as maintenance work orders and incident reports.

Brandeis Department of Orientation & First-Year Programs, Waltham, MA

Aug

2016-

2018

Orientation Leader (OL)

- Fostered welcoming environment for students and families during their first experiences at Brandeis University.
- Collaborated with other OLs to guide new students, plan, implement, and clean up events, and facilitate discussions surrounding consent, drug/alcohol use, and sustainability.

SKILLS/CERTIFICATIONS

Plant identification: confident identifying woody and herbaceous species of the Northeast by sight and keying out unfamiliar species

Certified Plant Conservation Volunteer and member of the NEPCoP Task Force through the Native Plant Trust

Licensed Pesticide Applicator in Massachusetts

Orienteering: able to navigate with map, compass, and/or GPS

Geographic Information Systems: proficient in ArcGIS

Microsoft Programs: comfortable using Microsoft Word, Excel, and PowerPoint

Valid Massachusetts driver's license

RELEVANT COURSEWORK

Conservation Biology; Plant Development; Principles of Forest Management; Paleöecology & Policy of the Eastern Forest; Fundamentals of Environmental Challenges; Evolution & Biodiversity; Applied GIS; Food & Farming in America; Cells & Organisms; Environmental Policy & Socioeconomic Values; Sustainable Agriculture

**STAMPED FOR
IMAGE CAPTURE**

NANTUCKET COUNTY Received & Entered
Attest: Jennifer H. Ferreira, Register of Deeds

DIVISION PLAN OF
SURFSIDE WASTE WATER
TREATMENT FACILITY LAND
in
NANTUCKET, MA.
showing
PARCELS A & B

1"=120' APRIL 23, 2023

BLACKWELL & ASSOCIATES, Inc.
Professional Land Surveyors
20 TEASDALE CIRCLE
NANTUCKET, MASS. 02554
(508) 228-9026

BUILDINGS and STRUCTURES KEY

- 1 ADMINISTRATION BUILDING
- 2 PROCESS ANALYSIS BUILDING
- 3 EQUIPMENT STORAGE BUILDING
- 4 SLUDGE PROCESSING BUILDING
- 5 ADVANCED TREATMENT BUILDING
- 6 PRIMARY TREATMENT BUILDING
- 7 CHEMICAL STORAGE BUILDING

- DENOTES REBAR WITH CAP AND STEEL FENCE POST WITNESS SET. OR 12" SPIKE SET (SEE PLAN)
- DENOTES CONCRETE BND AND STEEL FENCE POST WITNESS SET.

NANTUCKET REGISTRY OF DEEDS

Date: May 31, 2023

Time: 9:48 AM

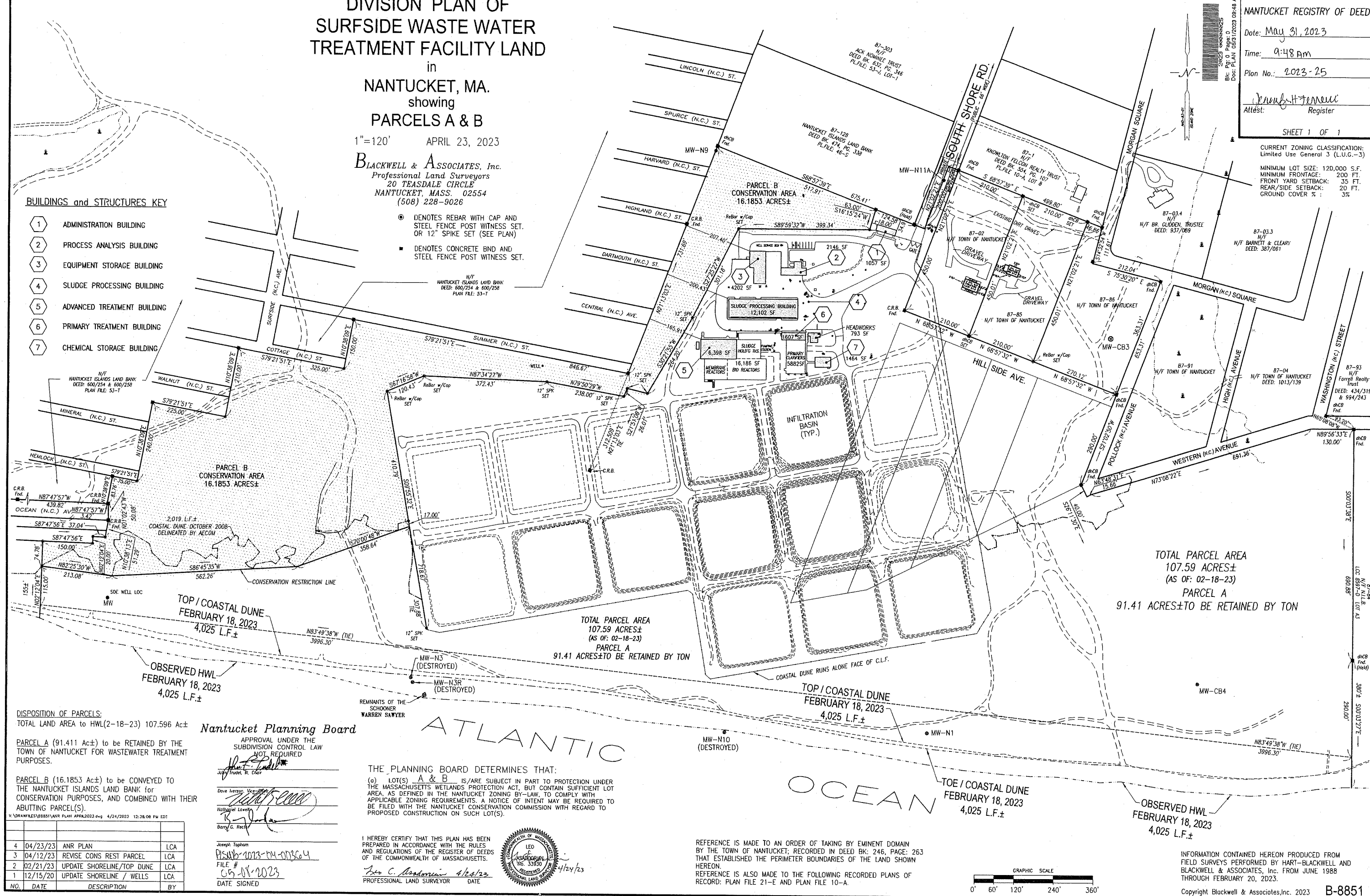
Plan No.: 2023-25

Attest: *James H. Fennell*
Register

SHEET 1 OF 1

CURRENT ZONING CLASSIFICATION:
Limited Use General 3 (L.U.G.-3)

MINIMUM LOT SIZE: 120,000 S.F.
MINIMUM FRONTAGE: 200 FT.
FRONT YARD SETBACK: 35 FT.
REAR/SIDE SETBACK: 20 FT.
GROUND COVER %: 3%



DISPOSITION OF PARCELS:
TOTAL LAND AREA to HWL(2-18-23) 107,596 Ac±
PARCEL A (91.411 Ac±) to be RETAINED BY THE
TOWN OF NANTUCKET FOR WASTEWATER TREATMENT
PURPOSES.

PARCEL B (16.1853 Ac±) to be CONVEYED TO
THE NANTUCKET ISLANDS LAND BANK for
CONSERVATION PURPOSES, AND COMBINED WITH THEIR
ABUTTING PARCEL(S).

V:\DRAWINGS\88851\ANR PLAN APRIL 2023.dwg 4/24/2023 12:36:06 PM EOT

NO.	DATE	DESCRIPTION	BY
4	04/23/23	ANR PLAN	LCA
3	04/12/23	REVISE CONS REST PARCEL	LCA
2	02/21/23	UPDATE SHORELINE/TOP DUNE	LCA
1	12/15/20	UPDATE SHORELINE / WELLS	LCA

Nantucket Planning Board

APPROVAL UNDER THE
SUBDIVISION CONTROL LAW
NOT REQUIRED

Joseph Topham
Joseph Topham, Vice-Chair

Barry G. Reel
Barry G. Reel, Chairman

Joseph Topham
Joseph Topham, Vice-Chair

Barry G. Reel
Barry G. Reel, Chairman

Joseph Topham
Joseph Topham, Vice-Chair

Barry G. Reel
Barry G. Reel, Chairman

Joseph Topham
Joseph Topham, Vice-Chair

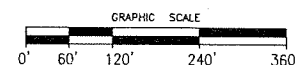
Barry G. Reel
Barry G. Reel, Chairman

THE PLANNING BOARD DETERMINES THAT:
(a) LOT(S) A & B IS/ARE SUBJECT IN PART TO PROTECTION UNDER
THE MASSACHUSETTS WETLANDS PROTECTION ACT, BUT CONTAIN SUFFICIENT LOT
AREA, AS DEFINED IN THE NANTUCKET ZONING BY-LAW, TO COMPLY WITH
APPLICABLE ZONING REQUIREMENTS. A NOTICE OF INTENT MAY BE REQUIRED TO
BE FILED WITH THE NANTUCKET CONSERVATION COMMISSION WITH REGARD TO
PROPOSED CONSTRUCTION ON SUCH LOT(S).

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN
PREPARED IN ACCORDANCE WITH THE RULES
AND REGULATIONS OF THE REGISTER OF DEEDS
OF THE COMMONWEALTH OF MASSACHUSETTS.
Leo C. Rodomiro 4/24/23
PROFESSIONAL LAND SURVEYOR DATE



REFERENCE IS MADE TO AN ORDER OF TAKING BY EMINENT DOMAIN
BY THE TOWN OF NANTUCKET, RECORDED IN DEED BK: 246, PAGE: 263
THAT ESTABLISHED THE PERIMETER BOUNDARIES OF THE LAND SHOWN
HEREON.
REFERENCE IS ALSO MADE TO THE FOLLOWING RECORDED PLANS OF
RECORD: PLAN FILE 21-E AND PLAN FILE 10-A.



INFORMATION CONTAINED HEREON PRODUCED FROM
FIELD SURVEYS PERFORMED BY HART-BLACKWELL AND
BLACKWELL & ASSOCIATES, INC. FROM JUNE 1988
THROUGH FEBRUARY 20, 2023.

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MITIGATION FUNDING AGREEMENT

This MITIGATION FUNDING AGREEMENT ("Agreement") is entered into as of this day of 2023 by and between: the Massachusetts Division of Fisheries and Wildlife, by and through the Natural Heritage and Endangered Species Program having a principal place of business at 1 Rabbit Hill Road, Westborough, MA, 01581 ("Division"); and the Nantucket Islands Land Bank ("the Land Bank") having a principal place of business at 22 Broad Street, Nantucket, MA 02554.

1. Recitals

a. The Conservation and Management Permit No. 65202 .DFW ("Permit") dated 22 September 2023, issued by the Division to the Land Bank contains financial assurance provisions in paragraph #6 of the Special Conditions section requiring that the Town of Nantucket, by and through the Land Bank ensure that funds are available in the amount ranging from ten thousand dollars to twenty-five thousand dollars per year (\$10,000.00 - \$25,000.00) ("the Funds") for the restoration, management and monitoring of $\pm$ 16.19 acres of sandplain grassland and heathland habitats for state-listed rare plants and lepidoptera (the "Habitat") on Nantucket, Massachusetts.

b. The Parties agree the Funds shall be held by the Land Bank in an interest bearing Mitigation Funding Account (further defined in 2 below) and expended pursuant to the terms and conditions described below to mitigate for the use of approximately 11.6 acres of state-listed rare plant and lepidoptera habitat in connection with the expansion of the Surfside Wastewater Treatment Plant located in Nantucket, Massachusetts, as further described in the Permit.

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

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

2. Mitigation Funding Account

a. The Land Bank shall deposit sixteen thousand dollars (\$16,000.00) into a Mitigation Funding Account within 10 days of the execution of this Agreement by the Parties. Funding of the account shall occur annually by the Land Bank and the Land Bank will be responsible for maintaining the necessary balances and funding the work. Monies will be deposited by the Land Bank at the beginning of the fiscal year and will be used for that year's land management efforts. Funding for FY 2024, year 1, will be sixteen thousand dollars (\$16,000.00). We anticipate that this money will be expended on Land Management efforts in year 1.

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

TABLE 1: FUNDING FOR LAND MANAGMENT		
	Annual Allocation (FY)	Annual Totals
Year 1 – 5	Year 1	\$16,000
	Year 2	\$16,000
	Year 3	\$25,000
	Year 4	\$10,000
	Year 5	\$10,000
Year 6 - 10	Year 6	\$10,000
	Year 7	\$10,000
	Year 8	\$10,000
	Year 9	\$10,000
	Year 10	\$10,000
Year 11 - 25	Year 11-25	\$10,000
NOTES:		
1. Budget shown for 25 years as an example only – management and funding in perpetuity.		
2. Budget to be adjusted per Consumer Price Index as effective on July 1 st of each year.		
3. Should the full amount not be expended in any one year, additional funds will be deposited at the beginning of the fiscal year only to bring the money to the annual allocated amount.		

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

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

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

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

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

3. Disbursements

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

4. Notices

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

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

To the Division:

Massachusetts Division of Fisheries and Wildlife
Natural Heritage and Endangered Species Program
Attn: Regulatory Review, CMP 65202.DFW
1 Rabbit Hill Road
Westborough, MA 01581

To the Land Bank:

Executive Director, Nantucket Islands Land Bank
22 Broad Street
Nantucket, MA 02554

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

5. Interest

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

6. Miscellaneous

- a. This Mitigation Funding Agreement shall be binding upon, and shall inure to the benefit of the respective Parties hereto and their successors and assigns.
- b. This Agreement shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts.
- c. This Agreement shall be interpreted as an instrument under seal.
- d. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all counterparts shall constitute one Agreement.
- e. This Mitigation Funding Agreement may not be amended, altered, or modified except by written instrument duly executed by all of the Parties hereto.

7. Effective Date

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

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

FOR THE MASSACHUSETTS DIVISION OF FISHERIES AND WILDLIFE:

Eva Holt

Date: December 6 2023

Its: Deputy Director

On this 6th day of December, 2023 before me, the undersigned notary public, personally appeared Eve Sepkowitz, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Emily Melissa Holt
Notary Public

My Commission expires: July 12, 2024

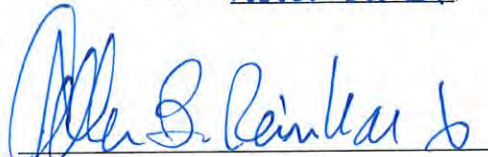


FOR Nantucket Islands Land Bank:

Date: November 21, 2023



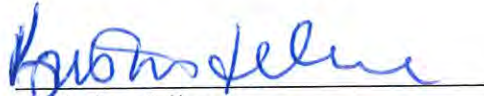
Neil Paterson
Nantucket Islands Land Bank



Allen B. Reinhard
Nantucket Islands Land Bank



Mark Donato
Nantucket Islands Land Bank



Kristina Jelleme
Nantucket Islands Land Bank



John J. Stackpole
Nantucket Islands Land Bank

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

November 21, 2023

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



Notary Public

SEAL

My Commission Expires: _____



QUITCLAIM DEED

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation, acting by and through its Select Board, having an address of Nantucket Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (“Grantor”) for consideration of One Dollar (\$1.00) hereby grants with QUITCLAIM COVENANTS to the **NANTUCKET ISLANDS LAND BANK**, established pursuant to Chapter 669 of the Acts of 1983, as amended, acting by and through the Nantucket Islands Land Bank Commission, having an address of 22 Broad Street, Nantucket, Massachusetts 02554 (“Grantee”), a certain parcel of land off South Shore Road, Nantucket, Massachusetts, shown as “Parcel B, Conservation Area” on a plan of land entitled “Division Plan of Surfside Wastewater Treatment Facility Land in Nantucket, MA Showing Parcels A & B,” dated April 23, 2023, prepared by Blackwell & Associates, Inc.,” recorded with Nantucket County Registry of Deeds as Plan No. 2023- 25, containing 16.1853 ± acres.

The Parcel is conveyed pursuant to the Conservation and Management Permit issued by the Massachusetts Division of Fisheries & Wildlife dated February 21, 2024, recorded with said Deeds in Book 1969, Page 195 (the “Permit”), and is dedicated to the public for the sole purpose of conservation of natural resources, including but not limited to, the conservation of species listed pursuant to G.L. c. 131A et seq. which shall be considered the most important conservation purpose for which the land is to be protected in perpetuity and held under the care and custody of the Land Bank, pursuant to Chapter 669 of the 1983 Acts, as amended (the “Land Bank Act”), and Article 97 of the Amendments to the Massachusetts Constitution. This parcel of land is being dedicated in order to meet a long-term Net Benefit pursuant to CMR 10.23 as implemented by the Permit.

For Grantor’s title see Order of Taking dated February 27, 1986, recorded with Nantucket County Registry of Deeds in Book 246, Page 263.

For Grantor’s authority to make this conveyance, see Article 6 of the Town of Nantucket 2023 Special Town Meeting., a certified copy of which is attached hereto.

No deed stamps are due on this conveyance pursuant to G.L. c.64.

Executed under seal this 10th day of April, 2024.

TOWN OF NANTUCKET
By its Select Board

Dawn E. Hill Holdgate

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this _____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared, Dawn E. Hill Holdgate, Brooke Mohr, Matthew G. Fee, Thomas M. Dixon and Malcolm W. MacNab, members of the Town of Nantucket Select Board and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose as members of the Town of Nantucket Select Board.

Notary Public
My Commission Expires:

ACCEPTANCE BY NANTUCKET ISLANDS LAND BANK

We, the undersigned being a majority of the members of the Nantucket Islands Land Bank Commission, hereby certify that at a meeting of the Commission held on the 9th day of April, 2024, upon motion duly made and seconded, it was voted to accept the foregoing Deed of the Town of Nantucket and to implement the term and conditions of the Permit described therein, all effective upon execution of the Deed by the Town.

NANTUCKET ISLANDS LAND BANK
By its Commission

Neil Paterson

Kristina Jelleme

Allen B. Reinhard

Mark Donato

John J. Stackpole

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared the above-named Commissioners, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it in their capacity as Commissioners of the Nantucket Islands Land Bank voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

Office of the Board of
Selectmen of the Town
of NantucketORDER OF TAKING BY EMINENT DOMAIN
OF LAND IN NANTUCKET FOR MUNICIPAL
SEWAGE TREATMENT PURPOSES

WE, CHARLES J. GARDNER, BERNARD D. GROSSMAN, NANCY J.

SEVRENS, HARRY E. CLUTE and ROGERS W. CABOT, JR., being the duly elected and qualified members of the Board of Selectmen of the Town of Nantucket, a municipal corporation located in Nantucket County, Massachusetts, acting by authority of the vote taken under Article 91 of the warrant for the annual town meeting of the Town of Nantucket held on April 7, 1980, and acting by virtue of the authority granted to us under Chapter 79 of the General Laws and acts and amendments thereof and in addition thereto, having complied with all of the preliminary requirements prescribed by law, do hereby ADOPT and DECREE this order of taking and do hereby TAKE by eminent domain as above set forth on behalf of the Town of Nantucket, the fee simple interest in the land in the Town and County of Nantucket, for municipal sewage treatment purposes, bounded and described as follows:

WESTERLY by John H. Rieger Estate as shown on hereinafter mentioned plan three hundred sixty $\pm$ (360) feet $\pm$;

NORTHERLY by the Southerly side line of a private way as shown on said plan one hundred fifty and 00/100 (150.00) feet;

WESTERLY by said way twenty and 00/100 (20.00) feet;

NORTHERLY by the center line of said way thirty-seven and 04/100 (37.04) feet;

WESTERLY by the side line of said way and by land of Surfside Realty Trust as shown on said plan fifty-one and 29/100 (51.29) feet;

WESTERLY as shown on said plan fifty and 08/100 (50.08) feet;

WESTERLY by land of Steven Ropitzky and Joseph McGrath as shown on said plan eighty-three and 76/100 (83.76) feet;

See PL FL 21-E

NORTHERLY	by the Southerly side line of Hemlock Street as shown on said plan seventy-five and 00/100 (75.00) feet;
WESTERLY	by Hemlock Street, land of Steven Ropitzky and Joseph McGrath, Mineral Street and land of said Steven Ropitzky and Joseph McGrath two hundred forty and 00/100 (240.00) feet;
NORTHERLY	by land of Warren A. & Linner H. Lindgren and land of John M. Hathaway two hundred twenty-five and 00/100 (225.00) feet;
WESTERLY	by land of said John M. Hathaway, Walnut Street, John M. Hathaway and Town of Nantucket two hundred ten and 00/100 (210.00) feet;
NORTHERLY	by the Southerly side line of Cottage Street, three hundred twenty-five and 00/100 (325.00) feet;
WESTERLY	by Cottage Street and by land of John M. Hathaway one hundred fifty and 00/100 (150.00) feet;
NORTHERLY	by the Southerly side line of Summer Street eight hundred forty-six and 82/100 (846.82) feet;
WESTERLY	by Summer Street, land of John M. Hathaway, Central Avenue, Charles Author Derby, Dartmouth Street, Frank M. Gallagher, John M. Hathaway, Highland Street, John M. Hathaway, Town of Nantucket, Harvard Street and Walter J. Miles seven hundred thirty-one and 79/100 (731.79) feet;
NORTHERLY	by land claimed by Surfside Realty Trust six hundred seventy-four and 69/100 (674.69) feet;
WESTERLY	by the center line of South Shore Road two hundred and 08/100 (200.08) feet;
NORTHERLY	by South Shore Road and by land of Steven W. Pillimpton (sic) as shown on said plan four hundred ninety-nine and 89/100 (499.89) feet;
EASTERLY	by the Westerly side line of Morgan Square as shown on said plan one hundred eleven and 61/100 (111.61) feet;
NORTHERLY	by the Southerly side line of Morgan Square two hundred twelve and 04/100 (212.04) feet;
EASTERLY	by the Westerly side line of Pollock Avenue as shown on said plan six hundred fifty-three and 31/100 (653.31) feet;
NORTHEASTERLY	by Western Avenue as shown on said plan forty and 00/100 (40.00) feet;
NORTHERLY	by the southerly side line of Western Avenue fifteen and 66/100 (15.66) feet;
NORTHERLY	by the southerly side line of Western Avenue six hundred ninety-one and 36/100 (691.36) feet;

NORTHERLY

by the Southerly side line of said Western Avenue one hundred thirty and 00/100 (130.00) feet;

EASTERLY

by land of Anthony B. Farrell as shown on said plan eleven hundred forty ± (1,140±) feet;

SOUTHERLY

by Atlantic Ocean as shown on said plan.

Being shown on plan entitled "Plan of Taking in Nantucket, Mass Scale 1" = 100' November 26, 1982 John J. Shugrue Inc. Old South Road Nantucket, MA 02554 prepared for Town of Nantucket revised May 21, 1984 (changed shore line)" in two sheets, to be recorded herewith.

Any trees on the land above described or other structures thereon are included in this order of taking.

The names of the supposed owners or claimants as shown on the taking plan above referred to, and areas of taking are as follows:

<u>Book</u>	<u>Page</u>	<u>Parcel No.</u>	<u>Supposed Owners Or Claimants</u>	<u>Area in Square Feet</u>
87	504	1	John H. Reiger, Estate	82,194
141	51	2	Town of Nantucket Surfside Realty Trust John M. Hathaway Jesse Pavar Ferria Henrietta Drew	1,718,182
141	51	3	Town of Nantucket Surfside Realty Trust John M. Hathaway Jesse Pavar Ferria Henrietta Drew	63,043
159	189	4	Stephen W. Plimpton Harold E. Booker, Jr. Paul D. Poor	809,376
		5	Town of Nantucket	1,950,276
129 107	129 301	6	Manual Pavar Steven Ropitsky Town of Nantucket Joseph McGrath	26,865
129 107	129 301	7	Manual Pavar Steven Ropitsky Town of Nantucket Joseph McGrath	41,250
86 188	63 79	8	Sadie A. Francis	5,625
94	434	9	Town of Nantucket	8,757
84 107	95 301	10	John M. Hathaway	37,416
94	434	11	Town of Nantucket	5,513

129 107	129 301	12	Town of Nantucket Manual Pavar Steven Ropitsky Joseph McGrath	22,500
84 107	95 301	13	Town of Nantucket Manual Pavar	16,785
85 107	250 301	14	Town of Nantucket Willard J. Littlefield Manual Pavar	1,875
85 107	251 301	15	Town of Nantucket Willard J. Littlefield Manual Pavar	1,875
85 107	249 301	16	Town of Nantucket Charles S. Wolcott Manual Pavar	1,875
85 107	248 301	17	Town of Nantucket Libby G. Drude Manual Pavar	1,875
85 107	250 301	18	Town of Nantucket George W. Wolcott Manual Pavar	1,875
84 107	95 301	19	Town of Nantucket John M. Hathaway Manual Pavar	13,125
84 188	257 137	20	Town of Nantucket William H. Staats	3,750
84 188 97 97	180 103 306 306	21	Town of Nantucket George M. Lane	11,250
		22	Town of Nantucket George P. Fontaine	7,500
84 107	95 301	23	Town of Nantucket John M. Hathaway Manual Pavar	37,179
84 188	271 172	25	Town of Nantucket E.M. Worth	5,625
129	94	26	Town of Nantucket James K. Corrigan	5,625
116	40	27	John L. Hardy	3,750
88 188	54 159	28	Town of Nantucket Howard R. Washington	1,875

120	71	29	Evelyn H. Marcus	3,750
116	40	30	John L. Hardy	1,875
89	9	31	Town of Nantucket	
188	167		Francis B. Winter	1,875
94	434	32	Town of Nantucket	5,625
133	517	33	Kenneth Douglas, Jr.	
			James H. Barker	3,750
96	414	34	Town of Nantucket	
			Louise M. Delucca	3,750
94	434	35	Town of Nantucket	
			Manual Pavar	1,875
84	218	36	Town of Nantucket	
188	111		Anna M. McNerney	10,125
88	54	37	Town of Nantucket	
188	34		Alfred J. Beauregard	10,125
88	4	38	Town of Nantucket	
101	179		Florence Cecil Corbett	
			Margaret Edward	3,375
88	17	39	Town of Nantucket	
101	179		Florence Cecil Corbett	3,375
94	434	40	Town of Nantucket	3,750
92	270	41	Town of Nantucket	
			Frank G. Savel	3,750
			Frank G. Rose	
88	126	42	Town of Nantucket	
			Frank Fied	3,750
94	155	43	Town of Nantucket	
188	101		James H. Kenealy	3,750
88	74	44	Town of Nantucket	
101	567		Katherine Linden	7,500
135	520	45	Michael A. & Joanna St. Angelo	15,000
135	520	46	Michael A. & Joanna St. Angelo	1,875
135	520	47	Michael A. & Joanna St. Angelo	1,875
135	520	48	Michael A. & Joanna St. Angelo	1,875
135	520	49	Michael A. & Joanna St. Angelo	1,875

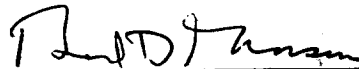
124	494	50	Richard B. Corkish, Jr.	22,500
102	249	51	Town of Nantucket	
107	301		John B. LeBaron	
			Manual Pavar	1,875
101	177	52	Town of Nantucket	
			T. Frank Nightingale	
			Manual Pavar	26,250
84	95	53	Town of Nantucket	
107	301		John M. Hathaway	
			Manual Pavar	4,867
138	149	54	Richard J. & May H. Petano	3,000
84	95	55	Town of Nantucket	
107	301		John M. Hathaway	
			Manual Pavar	3,000
87	545	56	Town of Nantucket	
188	139		George H. Sweet	3,375
84	95	57	Town of Nantucket	
107	301		John M. Hathaway	
			Manual Pavar	3,750
130	69	58	Steven Ropitsky	
			Joseph McGrath	
			Town of Nantucket	
			Theodore Wood	1,875
94	147	59	Town of Nantucket	
188	170		Theodore Wood	1,875
130	69	60	Steven Ropitsky	
			Joseph McGrath	
			Town of Nantucket	
			Theodore Wood	1,875
96	50	61	Town of Nantucket	3,750
96	275	62	Town of Nantucket	
			Peter Nerborne	3,750
94	53	63	Town of Nantucket	
			Joseph Nerbourne	3,750
96	229	64	Town of Nantucket	3,750
88	223	65	Town of Nantucket	
100	428		Paulette L. Gagnon	
			John Valois	
			Camille Valois	10,125

203	70	66	David P. Capelle, Sr. Marilyn Capelle Norman H. Martin	3,750
107	301	67	Town of Nantucket Manual Pavar	9,375
84 107	95 301	68	Town of Nantucket John M. Hathaway Manual Pavar	39,000
94 188	78 132	69	Town of Nantucket Craisle Sievier aka Graisle Siener	1,875
146	149	70	Mrs. Roger Bryant	3,750
107	301	71	Town of Nantucket Charles D. Cady	3,750
94 188	153 62	72	Town of Nantucket Estate of Ezra Deinan	16,875
124	563	73	Town of Nantucket Irwin B. Hall Frank W. King	6,750
95 101	181 565	74	Town of Nantucket John Indelkoff	2,140
107	301	75	Town of Nantucket Manual Pavar	3,000
96 99	556 532	76	Town of Nantucket Ruth Anell Selden Carl H. Anell	3,000
84 188	454 99	77	Town of Nantucket Frank W. Jones	2,472
133	198	78	Eleanor K. Harvey Frances E. Williams	3,750
107	301	79	Town of Nantucket Manual Pavar	3,868
94 188	153 101	80	Mary E. Ross James H. Kenealy Town of Nantucket	3,750
88 100	223 428	81	John Valois Camille Valois Louis Valois	3,750

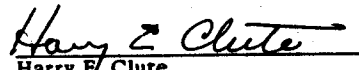
ADOPTED and dated at Nantucket this 27th day of February, 1986.

BOARD OF SELECTMEN
TOWN OF NANTUCKET


Charles J. Gardner


Bernard D. Grossman


Nancy J. Sevens


Harry E. Clute

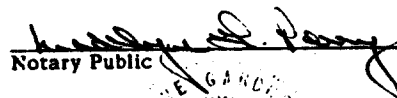

Rogers W. Cabot, Jr.

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

February 27, 1986

Then personally appeared the above-named CHARLES J. GARDNER,
BERNARD D. GROSSMAN, NANCY J. SEVRENS, HARRY E. CLUTE and ROGERS W.
CABOT, JR. as they constitute the Board of Selectmen of the Town of Nantucket, and
acknowledged the foregoing instrument to be their free act and deed, before me,


Notary Public

My commission expires:

April 27, 1990



246 271

COMMONWEALTH OF MASSACHUSETTS



OFFICE OF THE
TOWN CLERK

Madelyn G. Perry
TOWN CLERK

Nantucket, JANUARY 16, 1986

TO WHOM IT MAY CONCERN:
I, MADELYNE G. PERRY, TOWN CLERK FOR THE TOWN OF NANTUCKET CERTIFY
THAT ARTICLE 57 OF THE ANNUAL TOWN MEETING OF 1983 HELD IN
NANTUCKET WAS ADOPTED UNANIMOUSLY.

VERY TRULY YOURS,
Madelyn G. Perry
MADELYNE G. PERRY
TOWN CLERK

Attest: True Copy
Article 57
Annual Town Meeting
1983
Madelyn G. Perry
Town Clerk

Article 57

SEWER PROJECT SUPPLEMENTAL AUTHORIZATION

To see if the Town will vote to amend Article 90 of the 1980
Annual Town Meeting by deleting "ten million dollars
(\$10,000,000)" and adding "twelve million dollars
(\$12,000,000)" as the total cost of the sewer project describ-
ed therein, which total the project costs shall not exceed.
(Board of Selectmen)

WE RECOMMEND the Town vote to approve this Article,
but only because we are stuck with this overrun.





COMMONWEALTH OF MASSACHUSETTS

OFFICE OF THE
TOWN CLERK

Madelyne G. Perry
TOWN CLERK

Nantucket, JANUARY 16, 1986

TO WHOM IT MAY CONCERN:

I, MADELYNE G. PERRY, TOWN CLERK FOR THE TOWN OF NANTUCKET CERTIFY THAT ARTICLE 90 OF THE ANNUAL TOWN MEETING HELD IN NANTUCKET ON APRIL 7, 1980, WAS ADOPTED UNANIMOUSLY.

VERY TRULY YOURS,

Madelyne G. Perry
MADELYNE G. PERRY

TOWN CLERK

Attest: True Copy
Article 90
Annual Town Meeting
1980
Madelyne G. Perry
Town Clerk

Article 90
Sewage Project

To see if the Town will vote to raise, appropriate, borrow or

transfer the sum of \$2,500,000.00, or any lesser sum, for the Town's share of the cost of constructing sewage treatment, collection and transmission facilities, including engineering, architectural, legal and other costs incidental and related thereto, and for the acquisition of land and easements required in connection therewith, and to authorize the Board of Selectmen to apply for, accept and utilize together with the funds from this article any State and Federal grants that may be available for such purposes, or take any other action relative thereto. The total cost of the proposed project shall not exceed \$10,000,000 and shall be in accordance with the 201 Facilities Plan prepared by the Town and approved by the State and Federal governments. This article includes the construction of new sewage treatment facilities at Surfside and Siasconset; the rehabilitation of existing sewer beds at both locations; the construction of a new transmission force main from the Sea Street pumping station to Surfside; unprovements to the Sea Street pumping station; and rehabilitation of portions of the sewage collection system to reduce excessive inflow and infiltration of stormwater, and other related construction.

Sponsored by the Board of Selectmen

WE RECOMMEND that the town vote to transfer from Excess and Deficiency \$2,000,000 and authorize the town to borrow up to \$2,500,000 for this article and Article 91.

246 273



COMMONWEALTH OF MASSACHUSETTS

OFFICE OF THE
TOWN CLERK

Madelyne G. Perry
TOWN CLERK

Nantucket, JANUARY 16, 1986

TO WHOM IT MAY CONCERN:

I, MADELYNE G. PERRY, TOWN CLERK FOR THE TOWN OF NANTUCKET CERTIFY THAT ARTICLE 91 OF THE ANNUAL 1980 TOWN MEETING HELD IN NANTUCKET WAS ADOPTED UNANIMOUSLY.

VERY TRULY YOURS,
Madelyne G. Perry
MADELYNE G. PERRY
TOWN CLERK

Attest: True Copy
Article 91

Annual Town Meeting
1980

Madelyne G. Perry
Town Clerk



Article 91

Land Acquisition for Sewage Treatment

To see if the Town will vote to raise, appropriate, borrow or transfer a sum of money to acquire by negotiated sale or eminent domain the following described parcels of land near the existing sewage treatment facilities at Surfside and Siasconset, for the purposes of municipal sewage treatment:

Surfside: Bounded on the south by the Atlantic Ocean; on the west by Miacomet Road (east) and land of the Proprietors; on the north by the rear lot lines of lots fronting on the north side of Lincoln Street the entire length of Lincoln Street to land of Folger, et al; hence along a straight line connecting the easterly terminus of Lincoln Street and the westerly terminus of Brook Avenue; further bounded on the north by Brook Avenue; bounded on the east and north by Morgan Square to High Street; bounded on the east by High Street; bounded on the north by Western Avenue to the northwest corner of land owned by Farrel; bounded on the east by land of Farrel to the Atlantic Ocean.

Siasconset: The following parcels on the Town's tax maps located southeast of Low Beach Road in the vicinity of the existing sewer beds: 74-63, 74-66, 74-66, 74-67, 74-68, and that portion of 74-71 between Pine Street and land owned by the U.S. Coast Guard.

Sponsored by the Board of Selectmen

WE RECOMMEND that the town vote to accept this article and use the monies in Article 90 of this year's Town Warrant for the acquisition of this land.



BOOK 246 PAGE 274

COMMONWEALTH OF MASSACHUSETTS

OFFICE OF THE
TOWN CLERK

Madelyne G. Perry
TOWN CLERK

Nantucket,.....JANUARY...16..... 19 86

TO WHOM IT MAY CONCERN:

I, MADELYNE G. PERRY, TOWN CLERK FOR THE TOWN OF NANTUCKET CERTIFY THAT ARTICLE 68 OF THE APRIL 1984 ANNUAL TOWN MEETING HELD IN NANTUCKET WAS ADOPTED UNANIMOUSLY.

VERY TRULY YOURS,
Madelyne G. Perry
MADELYNE G. PERRY
TOWN CLERK

Attest: True Copy
Article 68
Annual Town Meeting
1984
Madelyne G. Perry
Town Clerk

Article 68

LOCAL SHARE OF SEWER PROJECT

To see if the Town will vote to transfer from the Stabilization Fund the sum of four hundred thousand dollars (\$400,000) or any lesser amount available, for the purpose of meeting a portion of the Town's share of the sewer project voted in Article 90 of the 1980 Annual Town Meeting. Such sum shall be used in addition to previously voted funds together with previously voted authorized borrowing to meet the Town's share of the project which shall not exceed two million, five hundred thousand dollars (\$2,500,000).

(Board of Selectmen)

WE RECOMMEND the Town vote to transfer \$400,000 from the Stabilization Fund for this purpose.

246 275



COMMONWEALTH OF MASSACHUSETTS

OFFICE OF THE

TOWN CLERK

Madelyne G. Perry
TOWN CLERK

Nantucket, JANUARY 16, 1986

TO WHOM IT MAY CONCERN:

I, MADELYNE G. PERRY, TOWN CLERK FOR THE TOWN OF NANTUCKET CERTIFY THAT ARTICLE 90 OF THE 1982 ANNUAL TOWN MEETING HELD IN NANTUCKET WAS ADOPTED UNANIMOUSLY AS CORRECTED, CORRECTION AS FOLLOWS:
CHANGED TO READ \$125,000.

VERY TRULY YOURS,
Madelyne G. Perry
MADELYNE G. PERRY
TOWN CLERK

Attest: True Copy
Article 90

Annual Town Meeting
1982

Madelyne G. Perry
Town Clerk

Article 90
Sewer Project

To see if the Town will vote to transfer from the excess and deficiency account the sum of \$200,000, or any lesser amount available, for the purpose of meeting a portion of the Town's share of the sewage project voted by the Town in Article 90 of 1980. Such sum shall be used in addition to previously voted excess and deficiency funds together with previously voted authorized borrowing to meet the Town's share of the project which shall not exceed \$2,500,000.

Submitted by the Board of Selectmen

WE RECOMMEND that the Town vote to transfer from Excess and Deficiency \$200,000 for this article.



COMMONWEALTH OF MASSACHUSETTS

OFFICE OF THE
TOWN CLERK

Madelyne G. Perry
TOWN CLERK

Nantucket,.....JANUARY 16,..... 1986

TO WHOM IT MAY CONCERN:

I, MADELYNE G. PERRY, TOWN CLERK FOR THE TOWN OF NANTUCKET CERTIFY THAT ARTICLE 89 OF THE ANNUAL TOWN MEETING OF 1985 HELD IN NANTUCKET WAS ADOPTED UNANIMOUSLY.

VERY TRULY YOURS,
Madelyne G. Perry
MADELYNE G. PERRY
TOWN CLERK

Attest: True Copy

Article 89

Annual Town Meeting 1985

Madelyne G. Perry
Town Clerk

Article 89

STABILIZATION FUND - SEWER PROJECT

To see if the Town will vote to transfer from the Stabilization Fund the sum of four hundred thousand dollars (\$400,000.00) or any lesser amount available, for the purpose of meeting a portion of the Town's share of the sewer project voted in Article 90 of the 1980 Annual Town Meeting. Such sum shall be used in addition to previously voted funds together with authorized borrowing to meet the Town's share of the project which shall not exceed two million, five hundred thousand dollars (\$2,500,000.00).

(Board of Selectmen, Treasurer)

WE RECOMMEND the Town vote to transfer \$192,636.00 from the Stabilization Fund and \$21,764.54 from Free Cash for a total of \$214,400.54 for this article.

246 277

COMMONWEALTH OF MASSACHUSETTS



OFFICE OF THE

TOWN CLERK

Madelyn G. Perry
TOWN CLERK

Nantucket, JANUARY 16, 1986

TO WHOM IT MAY CONCERN:

I, MADELYNE G. PERRY, TOWN CLERK FOR THE TOWN OF NANTUCKET CERTIFY THAT ARTICLE 58 OF THE ANNUAL TOWN MEETING OF 1983 HELD IN NANTUCKET WAS ADOPTED UNANIMOUSLY AS AMENDED, AMENDMENT TO READ AS FOLLOWS:
TRANSFER OF SURPLUS REVENUE.

VERY TRULY YOURS,
Madelyn G. Perry
MADELYNE G. PERRY
TOWN CLERK

Attest: True Copy
Article 58

Annual Town Meeting
1983
Madelyn G. Perry
Town Clerk

Article 58

TOWN SHARE OF SEWER PROJECT COSTS

To see if the Town will vote to transfer from the excess and deficiency account the sum of two hundred thousand dollars (\$200,000) or any lesser amount available, for the purpose of meeting a portion of the Town's share of the sewer project voted in Article 90 of the 1980 Annual Town Meeting. Such sum shall be used in addition to previously voted excess and deficiency funds together with previously voted authorized borrowing to meet the Town's share of the project which shall not exceed two million, five hundred thousand dollars (\$2,500,000)

(Board of Selectmen)

WE RECOMMEND the Town vote to raise and appropriate \$87,146 for this article.



COMMONWEALTH OF MASSACHUSETTS

OFFICE OF THE
TOWN CLERK

Madelyn G. Perry
TOWN CLERK

Nantucket,.....JANUARY 16,..... 19 86

I, MADELYNE G. PERRY, TOWN CLERK FOR THE TOWN OF NANTUCKET CERTIFY THAT ARTICLE 4 OF THE 1984 SPECIAL TOWN MEETING HELD IN NANTUCKET ON SEPTEMBER 10, 1984, WAS ADOPTED.

VERY TRULY YOURS.

Madelyn G. Perry
MADELYNE G. PERRY
TOWN CLERK

*Attest: True Copy
Article 4*

*Special Town Meeting
September 10, 1984
Madelyn G. Perry
Town Clerk*

Article 4

SEWER PROJECT SUPPLEMENTAL AUTHORIZATION

To see if the Town will vote to amend Article 90 of the 1980 Annual Town Meeting, as previously amended by Article 57 of the 1983 Annual Town Meeting, by deleting therefrom "twelve million dollars (\$12,000,000)" and adding "fifteen million dollars (\$15,000,000)" as the total cost of the sewer improvement project described therein, which total the project costs shall not exceed. The Town's share shall continue not to exceed two million, five hundred thousand dollars (\$2,500,000).

WE RECOMMEND the Town vote to approve this amendment.

246 279



COMMONWEALTH OF MASSACHUSETTS

OFFICE OF THE
TOWN CLERK

Madelyne G. Perry
TOWN CLERK

Nantucket,.....JANUARY...16..... 19 86

TO WHOM IT MAY CONCERN:

I, MADELYNE G. PERRY, TOWN CLERK FOR THE TOWN OF NANTUCKET CERTIFY THAT ARTICLE 5 OF THE SEPTEMBER 10, 1984 SPECIAL TOWN MEETING HELD IN NANTUCKET WAS VOTED UNANIMOUSLY IN FAVOR OF.

VERY TRULY YOURS,
Madelyne G. Perry
MADELYNE G. PERRY
TOWN CLERK

Attest: True Copy

Article 5

Special Town Meeting

September 11, 1984

Madelyne G. Perry

Town Clerk

Article 5
FURTHER DESCRIBING PARCELS OF LAND
IN SIASCONSET SEWER TAKING AREA

To see if the Town will vote to ratify and confirm the action taken to acquire certain land in Siasconset for the purposes of municipal sewage treatment under Article 91 of the 1980 Annual Town Meeting, and to further describe the parcels of land involved as the land shown on a plan prepared by John J. Shugrue dated January 4, 1983, copy of said plan is available at the Selectmen's office and will be available at the Special Town Meeting.

Article 5
FURTHER DESCRIBING PARCELS OF LAND
IN SIASCONSET SEWER TAKING AREA

WE RECOMMEND the Town so vote.

NANTUCKET COUNTY
Received and Entered

MAR 27 1986

10:44 AM
Sandra M. Chadwick
Attest *Sandra M. Chadwick*
Register



Agenda Item Summary

Agenda Item #	IX. 2.
Date	April 10, 2024

Staff

Tracy R. MacDonald, Real Estate Specialist

Subject

Approval and execution of a License Agreement in favor of Nantucket Islands Land Bank for the relocation of the Cisco Beach public parking area over a portion of Proprietor's Road shown as Parcels 1, 2 and 3 on Plan filed as 2014-64 .

Executive Summary

The public parking area owned and managed by the Nantucket Islands Land Bank serving "Cisco Beach" is in need of relocation due to erosion of the bluff and severe erosion resulting in closure of the existing front parking area. The Land Bank plans to relocate the public parking area to other lands of the Land Bank located at 260 Hummock Pond Road shown as Map 82, Parcel 30 and Map 83, Parcel 30, which include crossing over sections of "Proprietor's Road" owned by the Town, pursuant to an Order of Taking dated September 10, 2014, recorded with Nantucket Registry of Deeds in Book 1452, Page 147 and filed with Nantucket Registry District of the Land Court as Document No. 145760 and shown more particularly on a plan recorded with said Deeds as Plan No. 2014-64. After careful review regarding safety, coastal resiliency and habitat, the Land Bank chose this location, which requires a License for sole purposes of the installation, construction, maintenance, repair and use of a parking area to provide the public access to Cisco Beach.

Staff Recommendation

Recommend the Select Board approve and execute the License Agreement.

Background/Discussion

Town Counsel has reviewed the License Agreement, License Area Plan and Design Plan with staff and Land Bank Counsel and both approve of the Agreement. It is the opinion that this new parking area benefits the Nantucket community by providing continued access to Cisco Public Beach and does not adversely affect the County's ownership of the fee in the Proprietor's Road, nor change the layout or public use with the respect to the Taking. Town Counsel approves the form of License Agreement and recommends execution.

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

Allows community access to public beach and meets needs of coastal resiliency with least impact of habitat disruption.



Board/Commission Recommendation

Nantucket Islands Land Bank Commission

Public Outreach

N/A

Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

Meets the plan goals of efficient County Operations, beach access and coastal resiliency plans

Attachments

License Request 3/14/2024, License Agreement, License Area Plan, Design Plan, Order of Taking, Plan 2014-64, GIS Map





March 14, 2024

Dear Select Board Members,

I am writing on behalf of the Nantucket Islands Land Bank (NLB) to please request the issuance of a license to construct a parking area for public access to Cisco Beach on a section of the Proprietors' Road at 260 Hummock Pond Road (between two NLB parcels 82-30 and 83-30). Please see the attached plan from Grady Consulting LLC dated February 28th, 2024.

The NLB has been planning to relocate the parking lot for Cisco Beach for the last three years due to the high rates of erosion at the south shore and the popularity of this public, life-guarded beach. The perpendicular orientation of the lot was chosen to increase the coastal resilience of the parking area. The current parking area at Cisco Beach is arranged parallel to the shore, and unfortunately, three southerly storms in December 2023 and January 2024 resulted in severe erosion and permanent closure of the front parking lot.

In consultation with the Massachusetts Division of Fisheries and Wildlife, this proposed location was deemed to result in the least take of state-listed species, following three years of specialized ecological surveys.

Additionally, placing the new parking area on the west side of the road to Cisco Beach avoids the need for cars to cross the established bike path, which would cause a public safety issue in the busy summer months.

The NLB strongly believes that there are several compelling reasons to locate the parking lot as in the attached plan, outlined above. The Town was authorized to acquire this Proprietors' Way road parcel for public beach access in 2012. We believe that creating this parking lot, to replace parking areas lost to erosion, increases safe public access to Cisco Beach.

Thank you very much for your consideration. If you have any questions or would like additional information, please let me know.

Sincerely,

Rachael Freeman
Director of Operational Resources
Nantucket Islands Land Bank

LICENSE AGREEMENT
CISCO PROPRIETORS' ROAD

This License (the "License") is entered into on this 10th day of April, 2024 by and between the TOWN OF NANTUCKET, a Massachusetts municipal corporation acting by and through its Select Board, having an address of Town and County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (the "Town"); and the NANTUCKET ISLANDS LAND BANK, established pursuant to Chapter 669 of the Acts of 1983, as amended (the "Land Bank Act"), acting by and through the Nantucket Islands Land Bank Commission, having an address of 22 Broad Street, Nantucket, Massachusetts 02554 (the "Licensee").

WHEREAS, the Town is the owner of the thirty-three (33') foot-wide "Proprietors Road" (CISCO) described as Parcels 1, 2 and 3 (the "Property") in an Order of Taking dated September 10, 2014, recorded with Nantucket Registry of Deeds in Book 1452, Page 147 and filed with Nantucket Registry District of the Land Court as Document No. 145760 and shown more particularly on a plan recorded with said Deeds as Plan No. 2014-64 (the "Taking Plan") ;

WHEREAS, the Licensee is planning to construct a beach parking area on portions of Parcels 2 and 3 as shown on the License Area Plan prepared by Grady Consulting, L.L.C. dated March 27, 2024, and attached hereto as Exhibit "A" (the "Licensed Area");

WHEREAS, the Licensee intends to construct in the Licensed Area a spilt-rail fence and parking spaces to be used for access to the public beach known as "Cisco Beach" according to a design plan prepared by Grady Consulting, L.L.C. for the Licensee dated February 24, 2024, and attached hereto as Exhibit "B" (the "Design Plan");

WHEREAS, the Town is willing to grant permission to the Licensee to use the Licensed Area for the above-described purposes subject to the following terms and conditions; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein made, the parties hereto agree as follows:

1. USE AND PURPOSE. The Town hereby grants the Licensee and its employees, contractors, subcontractors and agents (the "Licensee Agents"), the right to enter upon the portions of the Property shown as the Licensed Area for the sole purposes of the installation, construction, maintenance, repair and use of a parking area to provide the public access to Cisco Beach (the "Permitted Uses").

2. LEGAL COMPLIANCE. The Licensee shall comply with, and shall cause all work performed under the License to comply with all federal, state and local laws, regulations, ordinances and by-laws, and the Licensee agrees that it shall be solely responsible for obtaining any and all permits and/or approvals necessary to carry out the activities permitted hereunder at its sole cost and expense.

3. PROPERTY CONDITION. The Licensee accepts the Licensed Area in its “AS IS” condition, with no liability on the part of the Town for any condition or defect or title in the Licensed Area, whether or not known to the Town or any representative of the Town. The terms of this paragraph shall survive the termination of this License and the Licensee acknowledges that the Town shall have no obligation to perform any work to make the Licensed Area suitable for the Licensee’s use and that the Licensee shall use the Licensed Area at its sole risk.

4. TERM. The rights granted to the Town and the Licensee, respectively, hereunder, may be exercised from the date of the execution of the License and shall continue until it is terminated pursuant to the provisions of Paragraph 9 below (the “Term”).

5. TOWN APPROVAL. The Licensee shall not construct, install or place any temporary or permanent structures or objects or undertake any grading within the Licensed Area without the Town’s prior written consent, which shall not be unreasonably withheld. The Licensee shall provide the Town with the plans and specifications showing any proposed alterations to be made to the Licensed Area, including any grading plans at least thirty (30) days prior to the undertaking of any work within the Licensed Area, and obtain the Town’s prior written consent to the same. The parties acknowledge that this procedure will apply for any substantial alterations proposed by Licensee subsequent to execution of this License. However, execution of this License confirms that the Licenser has reviewed and approved the Design Plan and hereby approves initial installation in accordance therewith.

6. MAINTENANCE. The Licensee shall maintain the Licensed Area and its improvements at its sole cost and expense, in good, safe and clean order and condition, reasonable wear and tear excepted. If the Licensee or Licensee Agents damage the Licensed Area or any portion thereof, and/or any improvements thereon, the Licensee shall promptly repair and restore the Licensed Area and/or any property at the Licensee’s sole cost and expense. Licensee shall use, maintain and manage the Licensed Area in a manner consistent with its usual management practices.

7. INDEMNIFICATION. The Licensee shall indemnify, defend, and hold the Town and any of its agents, employees, representatives, successors or assigns (the “Town Agents”) harmless from and against any and all claims, demands, losses, costs, damages, causes of action or liabilities whatsoever, including, but not limited to, mechanic’s liens and reasonable attorneys’ fees and expenses, demands, judgments of any nature whatsoever, which may be imposed upon, incurred by or asserted against the Town or Town Agents by reason of (a) any failure on the part of the Licensee and Licensee Agents to comply with any provision or term required to be performed or complied with by Licensee and by Licensee Agents under this License; (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever, other than the Town relating in any way, to the Licensee’s exercise of its rights under this License; (c) the discharge, release or threatened release and the use, storage or disposition at or from the Licensed Area of oil or hazardous materials as defined under the federal, state or local law which is caused by the Licensee and Licensee Agents under this License; and (d) failure on the part of the Licensee or any of the Licensee Agents to comply with applicable laws, rules, regulations and/or by-laws.

Notwithstanding the foregoing, the Licensee shall not be required to indemnify the Town to the extent that the foregoing liabilities are caused directly by the gross negligence or willful misconduct of the Town or its Town Agents. Licensee's obligations hereunder shall survive the expiration or termination of this License.

8. LIENS AND ENCUMBRANCES. The Licensee shall not permit any mechanic's liens or similar liens to remain upon the Property for labor and materials furnished to the Licensee in connection with any work performed at the direction of the Licensee or any of the Licensee Agents and shall cause any such lien to be released of record without cost to the Town within thirty (30) days of the filing of the lien. The Town shall not be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Licensed Area or any part thereof.

9. TERMINATION. This License may be terminated by either party upon written notice of revocation at least ninety (90) days prior to the termination date stated within such notice. If the License is revoked or terminated pursuant to this Section, then the improvements the Licensee has constructed or made to the Licensed Area shall remain the Town's property and shall thereafter be maintained and replaced by the Town. At the expiration of the Term of this License or its prior termination, the Licensee shall forthwith remove all its equipment, markings, materials, and any other personal property from the Licensed Area at its sole expense. The grading of the Licensed Area shall remain in the condition in which it was placed by the Licensee pursuant to the terms of this License. This License shall automatically terminate upon the Town's delivery of a Deed of the fee title to Licensed Area to the Licensee pursuant to a Town Meeting vote authorizing the Town's disposition of the Property and the recording of the Deed with the Nantucket County Registry of Deeds.

10. NOTICE. Any notice required or permitted to be given under this License shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given (a) when delivered by hand, or (b) when sent by Federal Express or other similar overnight courier services, or (c) when mailed by certified mail, return receipt requested, to the party at the address set forth above. These addresses are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

11. INSURANCE. The Licensee shall maintain during the term of this License, public liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amounts set forth herein to support the obligations of the Licensee under the terms and conditions of this License to indemnify, defend and hold harmless the Town pursuant to insurance coverage on the Licensed Area held by the Licensee; General Liability \$1,000,000.00 per occurrence; Bodily Injury Liability \$2,000,000.00 per occurrence; and Property Damage Liability or a combined single limit of \$2,000,000.00 annual aggregate limit. Prior to entering upon the Licensed Area, and thereafter on or before January 1 of each year of the term of this License, the Licensee shall provide the Town with a Certificate of Insurance in each case naming the Town as an additional insured on the policy and showing compliance with the foregoing provisions. The Licensee shall require the insurer to give at least thirty (30) days written notice of termination, reduction or cancellation of the policy to the Town. The Licensee

or the Licensee's contractors shall maintain workmen's compensation insurance during any site work, maintenance or repair on the Licensed Area as required by law. The Licensee agrees that while any contractor is performing work on behalf of the Licensee at the Licensed Area the contractor carry a liability insurance and automobile liability insurance for General Liability and Automobile Liability insurance in amounts of \$1,000,000.00 combined single limit and shall name the Town as an additional insured party. Prior to any construction or site work in the Licensed Area performed by the Licensee or any contractor on behalf of the Licensee, the Licensee shall provide the Town with a copy of the contractor's insurance certificate indicating liability insurance coverage as herein specified.

12. MISCELLANEOUS.

- (a) This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of this License;
- (b) Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective;
- (c) This License shall not be construed as creating or vesting in the Licensee any estate in the Licensed Area, but only limited right of use as hereinabove stated;
- (d) The Licensee is not authorized to bind or involve the Town in any contract or to incur any liability for or on the part of the Town;
- (e) If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law;
- (f) The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions thereof;
- (g) All appropriate terms and provisions relating to indemnification and the restoration of the Property affected hereby shall survive the expiration or termination of this License;
- (h) This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts; and
- (i) This License is to take effect as a sealed instrument.

The parties hereto have caused this License to be executed as of this 10th day of April, 2024.

OWNER:
TOWN OF NANTUCKET
By its Select Board

LICENSEE:
NANTUCKET ISLANDS LAND BANK
By its Commissioners

Dawn E. Hill Holdgate

Neil Paterson

Brooke Mohr

Kristina Jelleme

Matthew G. Fee

Allen B. Reinhard

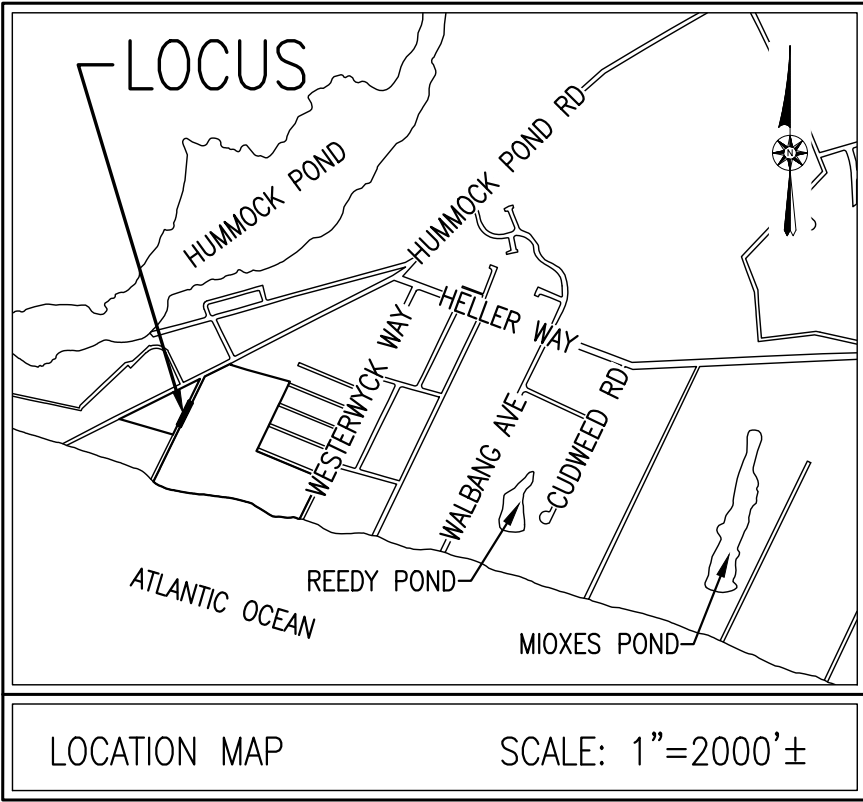
Thomas M. Dixon

Mark Donato

Malcolm W. MacNab

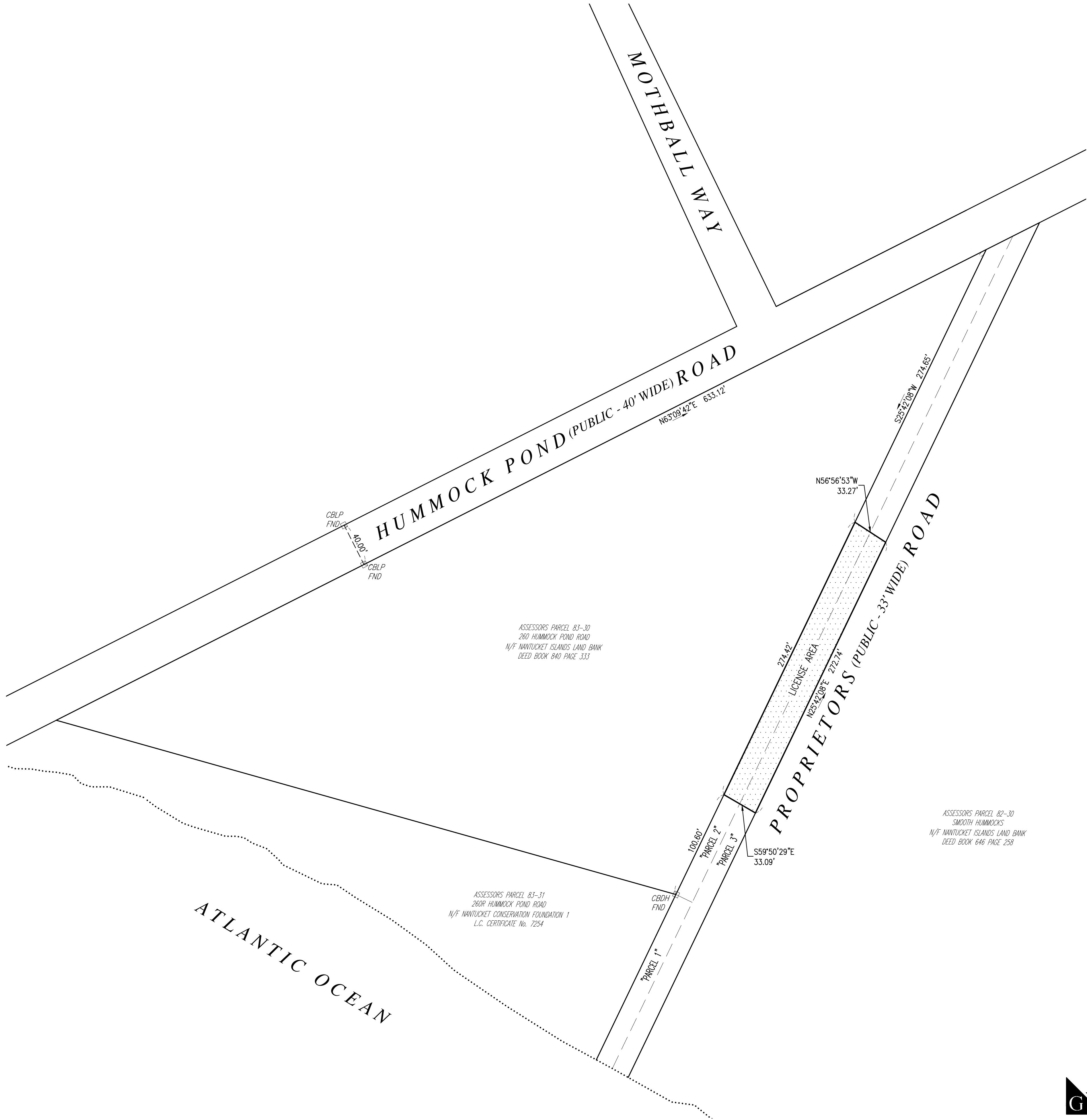
John J. Stackpole

EXHIBIT "A"
LICENSED AREA PLAN



- NOTES:
- PROPERTY LINE, STREET LINE AND OWNER INFORMATION WAS COMPILED FROM RECORDS ON FILE AT THE NANTUCKET COUNTY REGISTRY OF DEEDS.
 - TOPOGRAPHY INFORMATION SHOWN ON THIS PLAN IS BASED AN ON THE GROUND SURVEY BY GRADY CONSULTING LLC ON NOVEMBER 22, 2023 AND JANUARY 15-18, 2024.
 - SUBJECT SITE IS IN THE LIMITED USE 3 (LUG-3) DISTRICT AS DEPICTED ON THE TOWN OF NANTUCKET ZONING MAP.
 - PROPRIETORS ROAD IS NOT CONSTRUCTED AND WAS ACQUIRED FOR PUBLIC COASTAL ACCESS BY TOWN MEETING ARTICLE 87/2012.

- PLAN REFERENCES
- LAND COURT PLAN No. 13818-A
 - LAND COURT PLAN No. 17368-A
 - PLAN FILE 44-G PAGE 1
 - PLAN FILE 46-K PAGE 1
 - PLAN No. 64 OF 2014

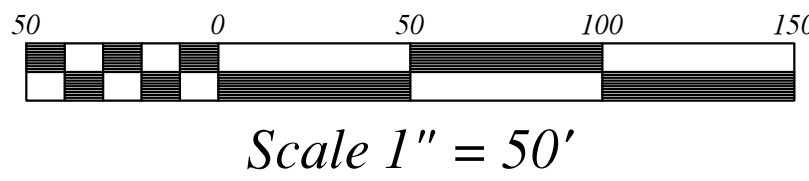


FOR REGISTRY USE ONLY

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

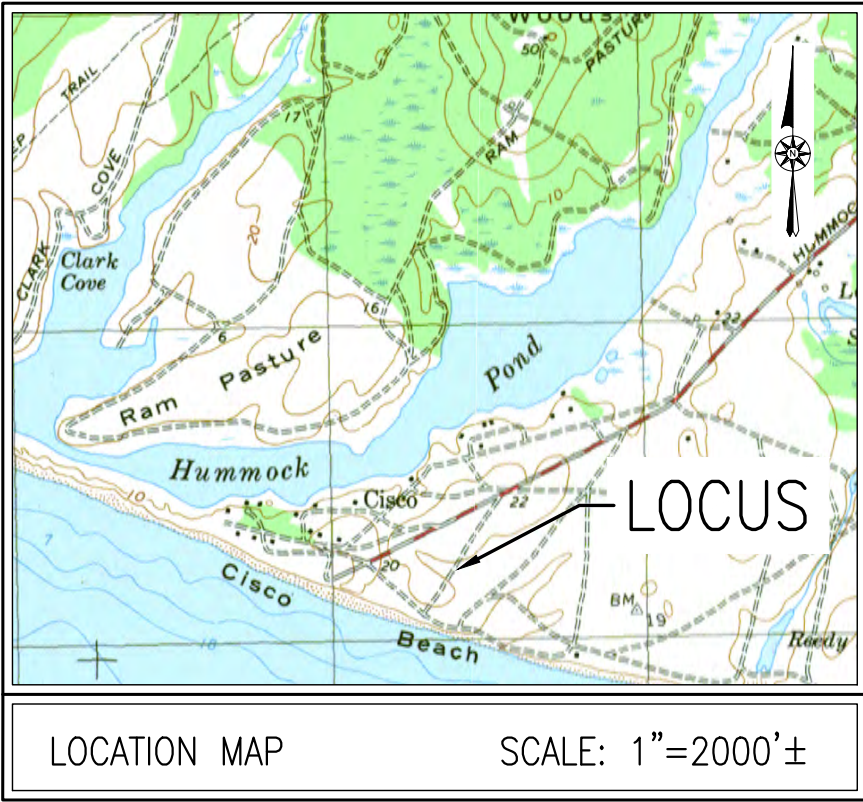
I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIPS OR FOR NEW WAYS ARE

TIMOTHY R. BENNETT P.L.S. #36856 3/27/2024 DATE



GRADY CONSULTING, L.L.C.
Civil Engineers, Land Surveyors & Landscape Architects
71 Evergreen Street, Suite 1, Kingston, MA 02364
Phone (781) 585-2300

EXHIBIT B
DESIGN PLAN

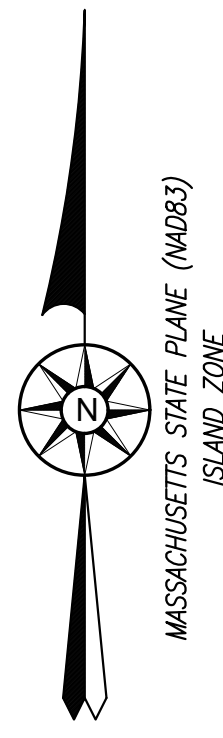
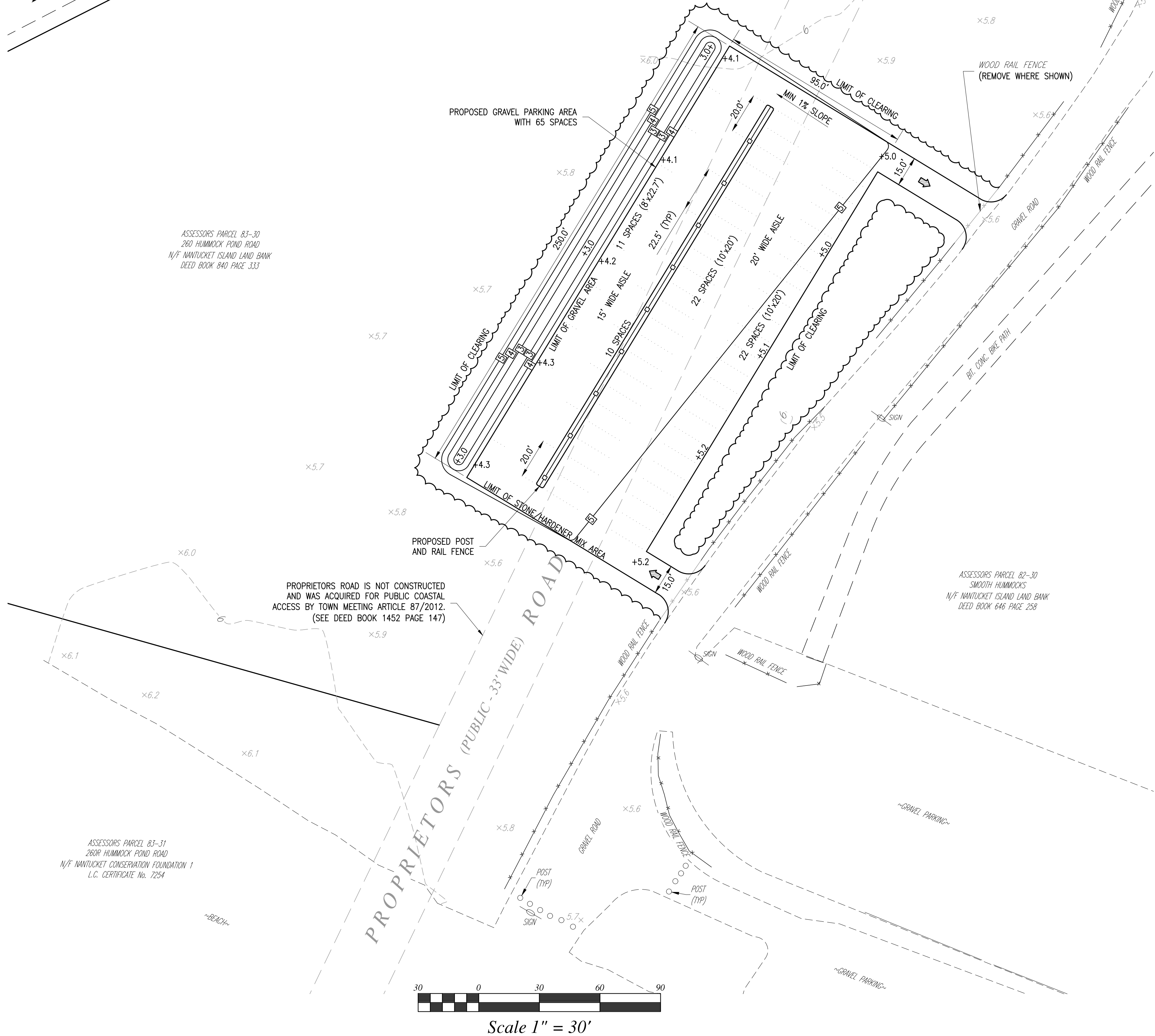


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 - PROPRIETORS ROAD IS NOT CONSTRUCTED AND WAS ACQUIRED FOR PUBLIC COASTAL ACCESS BY TOWN MEETING ARTICLE 87/2012.

FLOOD NOTE:
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE X AS DEPICTED ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 25019C 0069G, WHICH BEARS AN EFFECTIVE DATE OF JUNE 9, 2014.

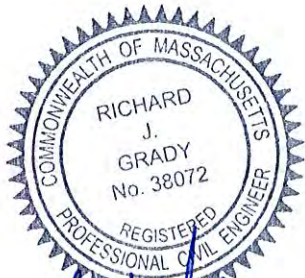
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 - PLAN No. 64 OF 2014

HUMMOCK POND (PUBLIC - 40' WIDE) ROAD



40/60 MIX OF 3/4 NATIVE STONE
AND
NATIVE HARDENER (F-750)
PARKING SECTION
(NOT TO SCALE)

- CONSTRUCTION NOTES:
- PREPARATION:
THE LIMITS OF WORK AND FINISHED GRADES SHALL BE ESTABLISHED AND STAKED IN THE FIELD BY THE LAND BANK'S SURVEYOR PRIOR TO STARTING CONSTRUCTION. ONCE STAKED, THE CONTRACTOR SHALL EXCAVATE ORGANIC MATERIAL AND SAND WITHIN THE LIMITS OF THE PARKING LOT TO THE NATURAL HARD PACK. THE CONTRACTOR SHALL THEN GRADE AND ROLL THE AREA IN PREPARATION FOR THE STONE/HARDENER MIX.
- STONE/HARDENER MIX:
THE CONTRACTOR SHALL SPREAD A 40/60 MIX OF 3/4 NATIVE STONE AND NATIVE HARDENER (F-750) IN THE PREPARED AREA TO THE FINISHED GRADES ESTABLISHED BY THE SURVEYOR. THE STONE/HARDENER MIX SHALL BE COMPACTED IN LAYERS NOT EXCEEDING 8 INCHES IN DEPTH, USING A VIBRATORY ROLLER.
- FENCE INSTALLATION:
THE PROPOSED POST AND RAIL FENCE SHALL BE INSTALLED BY THE LAND BANK. ALL OTHER WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.



PLOT PLAN

CISCO BEACH PARKING AREA

NANTUCKET, MASSACHUSETTS

PREPARED FOR:
ELIZABETH PHELPS
THE NANTUCKET LAND BANK
22 BROAD STREET
NANTUCKET, MA 02554

FEBRUARY 28, 2024
SCALE: 1"=30'
JOB No. 23-375

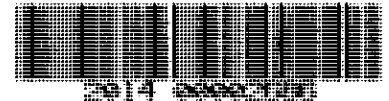


GRADY CONSULTING, L.L.C.
Civil Engineers, Land Surveyors & Landscape Architects
71 Evergreen Street, Suite 1, Kingston, MA 02364
Phone (781) 585-2300



Cert: 7254 Doc: OOT
Registered: 09/26/2014 03:39 PM

COMMONWEALTH OF MASSACHUSETTS
TOWN OF NANTUCKET
BOARD OF SELECTMEN



Bk: 1452 Pg: 147 Page: 1 of 7
Doc: OOT 09/26/2014 03:40 PM

ORDER OF TAKING BY EMINENT DOMAIN
OF PORTIONS OF PROPRIETORS ROAD

The undersigned being the majority of the duly elected and serving members of the Board of Selectmen of the Town of Nantucket, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, having a principal place of business at Town and County Building, 16 Broad Street, Nantucket, Massachusetts ("Town"), acting by authority of Massachusetts General Laws Chapter 40, § 14 and Chapter 79, as amended, Article III, Section 3.3 of the Town Charter, St. 1996, c. 289, § 1, and the vote adopted by the Town on Article 87 at its 2012 Annual Town Meeting, a certified copy of which is attached hereto, and by virtue of every other power and authority hereto enabling us, having complied with all the preliminary requirements prescribed by law, having determined that the taking of the fee in those certain parcels of land comprising portions of Proprietors Road described below ("Parcels") is required for general municipal purposes and/or public access purposes, and open space purposes, do hereby adopt and decree this Order of Taking on behalf of the Town and do hereby take from the supposed owners of the Parcels, those who hold easements and other rights to the Parcels, and all their successors, heirs and assigns, as their interests may appear, by the right of eminent domain, the fee in the Parcels, including but not limited to all rights of passage, if any, as follows:

The land shown on a plan of land entitled "Town Meeting Article 87/2012, Paper Street Acquisition Plan for Coastal Access, Town of Nantucket, Nantucket, Mass., Proprietors Road (CISCO)," dated June 15, 2014, prepared by Ackme Survey, LLC and recorded with the Nantucket Registry of Deeds as Plan No. 2014-64 (the "Plan") and consisting of the following Parcels described on the Plan:

<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Parcel 1	Proprietors Road	3,256.3 s.f.
<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 83 Parcel 31	Nantucket Conservation Foundation <i>Inc.</i>	Certificate of Title No. 7254
<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Parcel 2	Proprietors Road	10,870.9 s.f.

<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 83, Parcel 30	Nantucket Islands Land Bank	Book 840, Page 333

<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Parcel 3	Proprietors Road	14,453.0 s.f.

<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 82, Parcel 30	Nantucket Islands Land Bank	Book 646, Page 258

Any and all trees, vegetation, structures and improvements on the Parcels are included in this Order of Taking.

The damages sustained by the supposed owner(s) listed above by reason of this taking of the Parcels are valued and awarded in a resolution of even date adopted by the Board of Selectmen in accordance with Massachusetts General Laws Chapter 79, as amended.

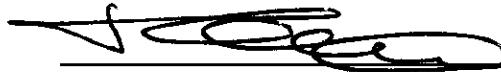
If any party named hereinabove as an owner of any Parcels taken hereby is not a true owner of said Parcels, then the award is made only to the true owner(s) of said Parcels.

Adopted under seal this 10 day September, 2014

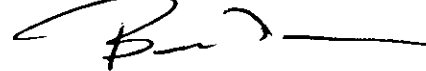
TOWN OF NANTUCKET
BY ITS BOARD OF SELECTMEN



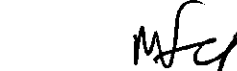
Rick Atherton



Robert DeCosta



Bruce D. Miller



Matthew G. Fee

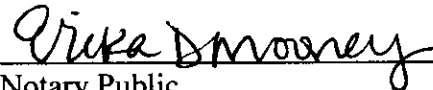


Tobias B. Glidden

COMMONWEALTH OF MASSACHUSETTS

Nantucket County, ss

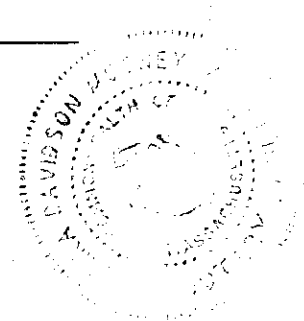
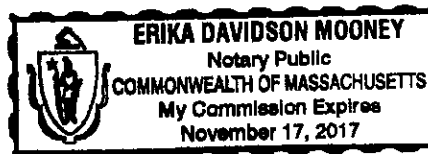
On this 10 day of September, 2014, before me, the undersigned notary public, personally appeared Rick Atherton, Robert DeCosta, Bruce D. Miller, Matthew G. Fee and Tobias B. Glidden as members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free act and deed of the Board of Selectmen of the Town of Nantucket.



Notary Public

My commission expires:

505507/NANTYDSALE/0001





Town of Nantucket

♦♦♦♦♦

OFFICE OF THE TOWN & COUNTY CLERK

16 Broad Street
NANTUCKET, MASSACHUSETTS 02554-3590

Catherine Flanagan Stover, MMC, CMMC
Town & County Clerk

(508) 228-7216

FAX (508) 325-5313

Home: (508) 228-7841

Email: cstover@nantucket-ma.gov

flanaganstover@yahoo.com

townclerk@nantucket-ma.gov

WEBSITE: <http://www.nantucket-ma.gov>

♦♦♦♦♦

April 6, 2012

TO WHOM IT MAY CONCERN:

I, Catherine Flanagan Stover, duly elected Clerk of the Town and County of Nantucket, hereby certify that the March 31, 2012 ANNUAL TOWN MEETING adopted **Article 87: " "** at the March 31, 2012 adjourned session when "...the adoption of all articles not heretofore acted upon as recommended by the Finance Committee, or as recommended by the Planning Board, was duly motioned, seconded, and voted in accordance with the motions recommended by the Finance Committee or, in the absence of a Finance Committee motion, then in accordance with the motions as recommended by the Planning Board, as printed in the Finance Committee Report, with technical amendments brought forward during the course of the meeting..."

VOTE: The vote on the motion pursuant to Article 87 as moved by the Finance Committee, was by Unanimous Voice Vote. The motion was adopted.

Catherine Flanagan Stover, MMC, CMMC
Town and County Clerk

ARTICLE 87**(Real Estate Acquisition: "Paper" Streets for Coastal Access and Open Space)**

To see if the Town will vote to authorize the Board of Selectmen to acquire by purchase, gift or eminent domain, the fee or lesser interests in all or any portion of seventeen (17) unconstructed rights of way identified below, together with any public and private rights of passage, for public ways, open space and/or general municipal purposes:

- Proprietors Road (Cisco) between the southern sideline of Hummock Pond Road and the Atlantic Ocean;
- Chicago Street (Madaket) between an extension of the southeastern sideline of Macy Road to the northern sideline of Minnesota Avenue, not including any portion of North Carolina Avenue;
- North Carolina Avenue (Madaket) between the southwestern property line of a parcel shown as Map 60, Parcel 40 and the Atlantic Ocean;
- Minnesota Avenue (Madaket) between the southwest property line of a parcel shown as Map 60, Parcel 35 and the Atlantic Ocean;
- Vermont and Maine Avenues (Madaket) between the western sideline of New Jersey Avenue and the Atlantic Ocean;
- California Avenue (Madaket) between the extension of the eastern sideline of New Jersey Avenue and the Atlantic Ocean;
- New Jersey Avenue (Madaket) between the southeastern sideline of Maine Avenue and the northwestern sideline of California Avenue;
- Magnolia, Linden and Hawthorne Avenues (Siasconset) between the southeastern sideline of Ocean Avenue to the Atlantic Ocean;
- Jefferson, Jackson and Beach Streets, North and South Gully Roads, and Fawcett Way (Siasconset) between the eastern sideline of Codfish Park Road and their eastern terminus or the Atlantic Ocean.

To see if the Town will vote to appropriate, borrow pursuant to applicable statute or transfer from available funds, a sum of money for such purposes.

All as shown on a map entitled "2012 Annual Town Meeting Warrant Article 87" dated January 2012 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Board of Selectmen)

FINANCE COMMITTEE MOTION: Moved that the Board of Selectmen is authorized to acquire by purchase, gift or eminent domain, the fee or lesser interests in all or any portion of seventeen (17) unconstructed rights of way identified below, together with any public and private rights of passage, for open space purposes:

- Proprietors Road (Cisco) between the southern sideline of Hummock Pond Road and the Atlantic Ocean;
- Chicago Street (Madaket) between an extension of the southeastern sideline of Macy Road to the northern sideline of Minnesota Avenue, not including any portion of North Carolina Avenue;

- North Carolina Avenue (Madaket) between the southwestern property line of a parcel shown as Map 60, Parcel 40 and the Atlantic Ocean;
- Minnesota Avenue (Madaket) between the southwest property line of a parcel shown as Map 60, Parcel 35 and the Atlantic Ocean;
- Vermont and Maine Avenues (Madaket) between the western sideline of New Jersey Avenue and the Atlantic Ocean;
- California Avenue (Madaket) between the extension of the eastern sideline of New Jersey Avenue and the Atlantic Ocean;
- New Jersey Avenue (Madaket) between the southeastern sideline of Maine Avenue and the northwestern sideline of California Avenue;
- Magnolia, Linden and Hawthorne Avenues (Siasconset) between the southeastern sideline of Ocean Avenue to the Atlantic Ocean;
- Jefferson, Jackson and Beach Streets, North and South Gully Roads, and Fawcett Way (Siasconset) between the eastern sideline of Codfish Park Road and their eastern terminus or the Atlantic Ocean.

All as shown on a map entitled "2012 Annual Town Meeting Warrant Article 87" dated January 2012 and filed herewith at the Office of the Town Clerk.

NANTUCKET COUNTY Received & Entered
Attest: Jennifer H. Ferreira, Register of Deeds

DOC No: 00145760

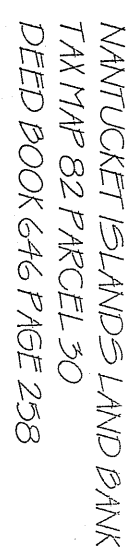
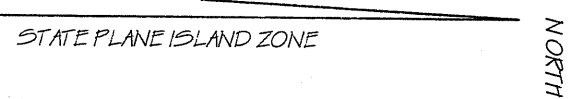
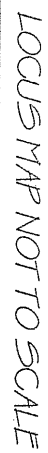
NANTUCKET COUNTY LAND COURT
REGISTRY DISTRICT

** RECEIVED FOR REGISTRATION **

On: Sep 26, 2014 at 03:39P

Document Fee: 75.00 Rec Total: \$75.00

CERTIFICATE No: 7254



THE PLANNING BOARD DETERMINES THAT THE PARCELS SHOWN DO NOT CONTAIN WETLANDS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BY-LAW. BUT, STILL MAY BE SUBJECT TO THE PROTECTION UNDER STATE AND LOCAL WETLANDS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.

APPROVED BY THE
NANTUCKET PLANNING BOARD
DATE 1.14.14

COMMONWEALTH OF MASSACHUSETTS
FRANK
O
HOLDGATE
No. 33669
JAN 25 1963
MASSACHUSETTS
LAND SURVEYING
I CERTIFY THAT THE PLANNING WAS PREPARED IN
CONFORMANCE WITH THE RULES AND
REGULATIONS OF THE REGISTER OF DEEDS OF THE
COMMONWEALTH OF MASSACHUSETTS.

FILE NUMBER 27711



Agenda Item Summary

Agenda Item #	X. 1.
Date	4/10/2024

Staff

Michael Cranson, Fire Chief

Subject

Ambulance Rate Increase

Executive Summary

To review and discuss for adoption the proposed new ambulance rates for the fire department. Last rate change was in April of 2022 with the intent to bring back to the Select Board at least every two years for review.

Staff Recommendation

Rates being proposed would match similar communities in our area that also have COMSTAR as their billing company.

	Current	Proposed
BLS Emergency	\$1553	\$1708.30
BLS Non-Emergency	\$1553	\$1708.30
ALS 1	\$2420	\$2662
ALS1 Non-Emergency	\$2420	\$2662
ALS2 Non-Emergency	\$3571	\$3928.10
Mileage	\$37.31	\$41.04
Ferry Service	\$3581	\$3939.10
Paramedic Intercept with USCG	\$5509.92	\$6060.92

Background/Discussion

Last ambulance billing rate increase was April of 2022



Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

N/A

Board/Commission Recommendation

N/A

Public Outreach

Public hearing notice advertised in newspaper for two weeks; adoption will be advertised for one week.

Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

N/A

Attachments

N/A



STRATEGIC PLAN UPDATE

Transportation Focus Area

Matt Fee, Select Board Liaison

Drew Patnode, DPW Director (Focus Area Leader)

Mike Burns, Transportation Program Manager

Richard Moore, Deputy Director of Operations



Transportation Focus Area Aspirational Statement

Nantucket has no traffic lights. Year-round transportation includes accessible, affordable, and reliable multi-modal options, that respect the historical setting of our community and limits reliance on single occupancy vehicles and private transportation. The Town has improved safety and mobility, incorporating more sustainable emerging technologies without accommodating a car centric culture. Pedestrians and bicyclists feel safe as they traverse along paths and walkways as they navigate the transportation network. Our community embraced the use of technology to improve parking turnover in our vibrant Old Historic District and made year-round access a pleasant experience.

Transportation Focus Area

Goal 1:

Create a complete network of sidewalks/paths that would allow people living in the mid-island area and the downtown core to access a full range of services without the need for a car.

Transportation Focus Area

Goal 1 Strategy Update

- Review existing network of sidewalk/paths
- Identify gaps and necessary improvements
- Prioritize improvements and develop sequencing/schedule

Transportation Focus Area

Goal 1 Action Steps

- Orange Street improvements have been made, but are not complete.
- Sidewalk improvements have been completed and continue in and around downtown.
- Newtown Rd. Project is ongoing.
- Selection of a preferred alternative needed for Sparks, Pleasant, Williams projects.
- Various other projects are in preliminary design or planning phases, with more to follow.

Transportation Focus Area

Goal 1 Performance Measures:

- Review Census/ACS and MassDOT dashboards for improved single occupancy vehicle and mileage rates.
- Review traffic, pedestrian, and bicyclist counter data at Goose Pond Lane (and other future locations).
- Review ridership of NRTA at conclusion of Fare Free Transit Pilot Program

Transportation Focus Area

Goal 2:

Shift the commuter mode of choice from driving alone and promote the use of other modes of transportation and their safe interaction with one another.

Transportation Focus Area

Goal 2 Strategy Update

- Provide facilities for bicycling and walking
- Support the Town and Country pattern of development (Land Use Strategy)
- Implement a range of economic disincentives for driving alone (fare free transit, etc.)
- Develop public outreach/communication/education strategy

Transportation Focus Area

Goal 2 Action Steps

- Complete capital projects that create or improve accommodation of active transportation.
- Establish funding source for accommodating non-single occupancy vehicle use.

Transportation Focus Area

Goal 3:

Continue to evaluate downtown parking management system based on demand management principles that achieves (or is measured by) 85% occupancy of public parking spaces.

Transportation Focus Area

Goal 3 Strategy Update

- Implement an improved parking management system

Transportation Focus Area

Goal 3 Action Steps

- Parking management system has decision points that need action from leadership
 - o Parking District Boundary
 - o User Interface and Payment Options
 - o Restrictions and Rates
 - o Revenue and Oversight Considerations
 - o Pilot Duration
- Mobile parking payment has been reviewed and may need to be procured

Transportation Focus Area

Summary

- Expand sidewalk/path network between mid-island and downtown
- Reduce rate of driving alone and promote other travel modes
- Implement parking management
- Questions



PROJECT UPDATE

DPW Annual Road Works – Spring 2024 Projects

Nantucket Department of Public Works
Andrew Patnode - Director



DPW Annual Road Works – Spring 2024 Projects

Paving:

Road/Project	From	To	Process
Sankaty at Coffin Intersection Improvements			Reconstruction
Sankaty Rd.	Coffin St.	Bayberry Ln.	Overlay
Coffin St.	Sankaty Rd.	W. Sankaty Rd.	Overlay
Polpis Rd.	Quidnet Int.	286 Polpis Rd.	Overlay
Polpis Rd.	Life Saving Museum	173 Polpis Rd.	Overlay
Cliff Rd.	John Adams Way	Crooked Lane	Overlay



DPW Annual Road Works – Spring 2024 Projects

Sidewalks:

Road	From	To	Process	Completed
Center St. (W)	Quince St.	Gay St.	Curb & Brick R&R	September 2023
S. Water St. (W)	Main St.	Cambridge St.	Curb & Brick R&R	November 2023
Center St. (E)	Main St.	India St.	Curb & Brick R&R	December 2023
Federal St.	E. Chestnut St.	Oak St.	Brick R&R	
Federal St.	Chestnut St.	India St.	Curb & Brick R&R	
Center St. @ Broad	#37/#35 Center PL	#37 Center/#24 Broad PL	Curb & Brick R&R	



DPW Annual Road Works – Spring 2024 Projects

Cobblestone:

Road	From	To	Completed
Easy St. (West side)	Main St.	Cambridge St.	January 2024
E. Chestnut (WB travel lane)	S. Water St.	Federal St.	
Oak St. (WB travel lane)	S. Water St.	Federal St.	
Main Street	Various spot repairs		



DPW Annual Road Works – Spring 2024 Projects

Shared-Use Paths:

- Preventative Maintenance:
 - Crack Sealing & Mastic (all but Madaket, Polpis, Milestone)
 - Fog sealing
 - Penetrating asphalt rejuvenator extends pavement service life
 - Plant based, non-toxic
 - Previously done on the Madaket bike path in 2021
 - Various spot repairs to address tree roots and other defects



DPW Annual Road Works – Spring 2024 Projects

Summary

- Annual paving, sidewalk, cobblestone, and bike path repairs and maintenance ongoing
- Work is being coordinated with ongoing utility (sewer and water) projects and capital plans
- Coordination with COMDIS ongoing to improve accessibility when possible



PROJECT UPDATE

Milestone Road at Polpis
Road

Nantucket Department of Public Works
Andrew Patnode - Director

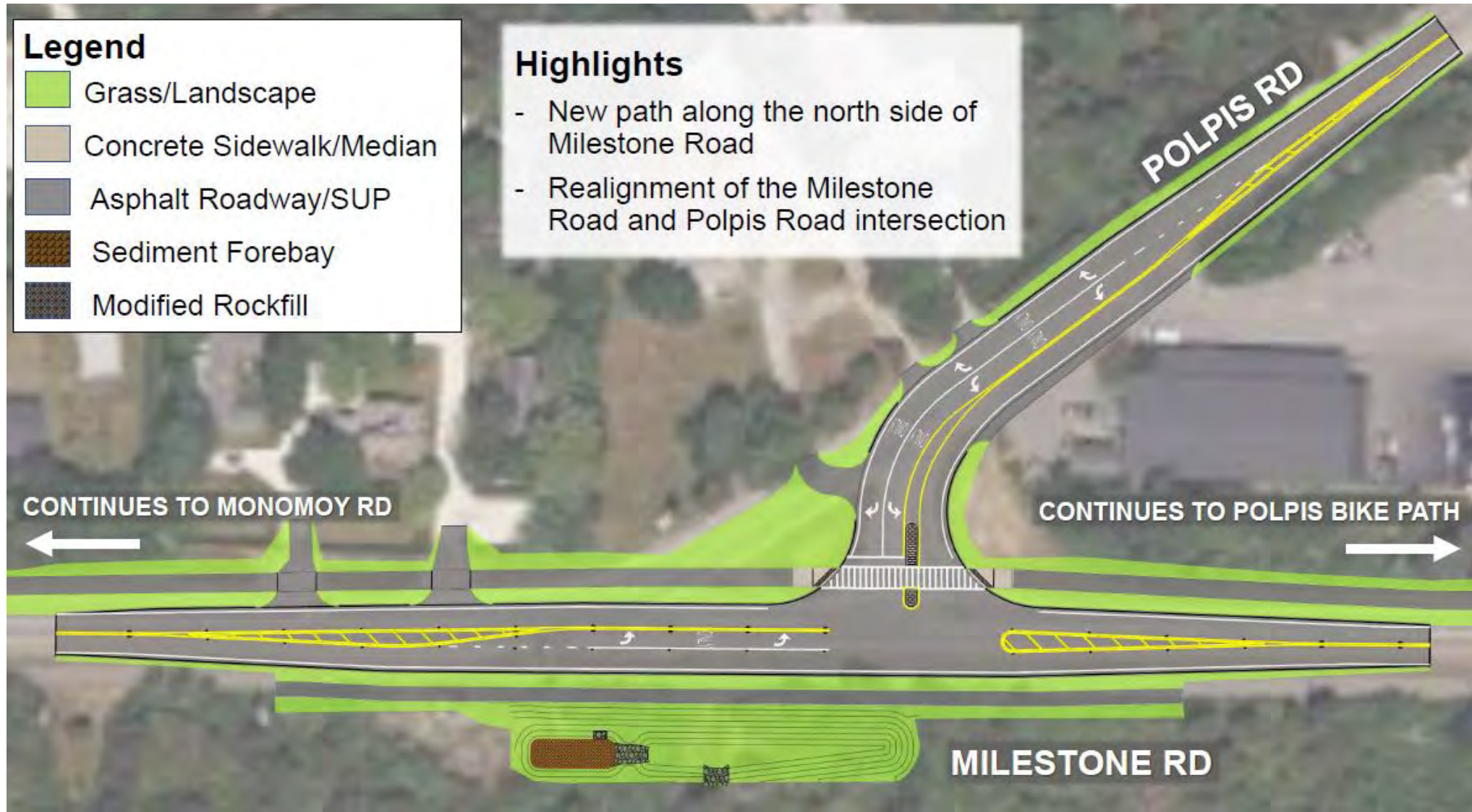


Milestone Road at Polpis Road

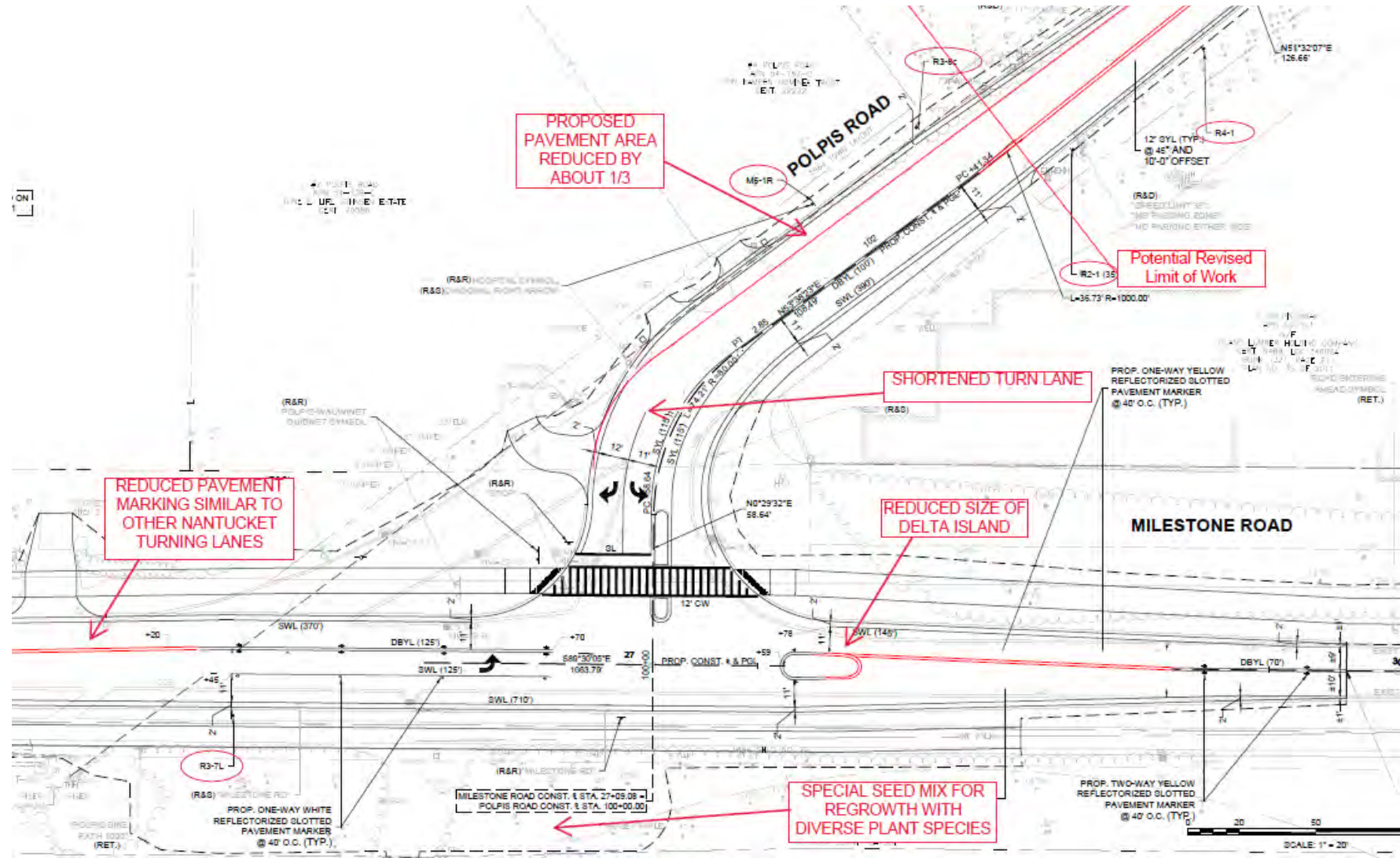
Project Summary

- Improvements support goals for mode shift, accessibility, expansion of public paths, and improve safety.
- Project Limits:
 - Polpis Road path to Monomoy Road path; Milestone Road to 10 Polpis Road
- Project Engineer: Greenman-Pedersen, Inc.
- Project Managed by MassDOT
- Funding Source: Federal / State Highway Programs (NP&EDC's TIP)
- Status: Final PS&E Design.

Milestone Road at Polpis Road



Milestone Road at Polpis Road – Modifications per NHC Comments



Milestone Road at Polpis Road

Summary

- Funding through Nantucket TIP (Federal/State funding)
- Letter of Support from Nantucket Historical Commission
- Final PS&E Design is being finalized
- Project will be bid in June 2024
- Construction cost estimate - \$2.7 million
- Start of construction TBD



PROJECT UPDATE

Newtown Road Improvements

Nantucket Department of Public Works
Andrew Patnode - Director

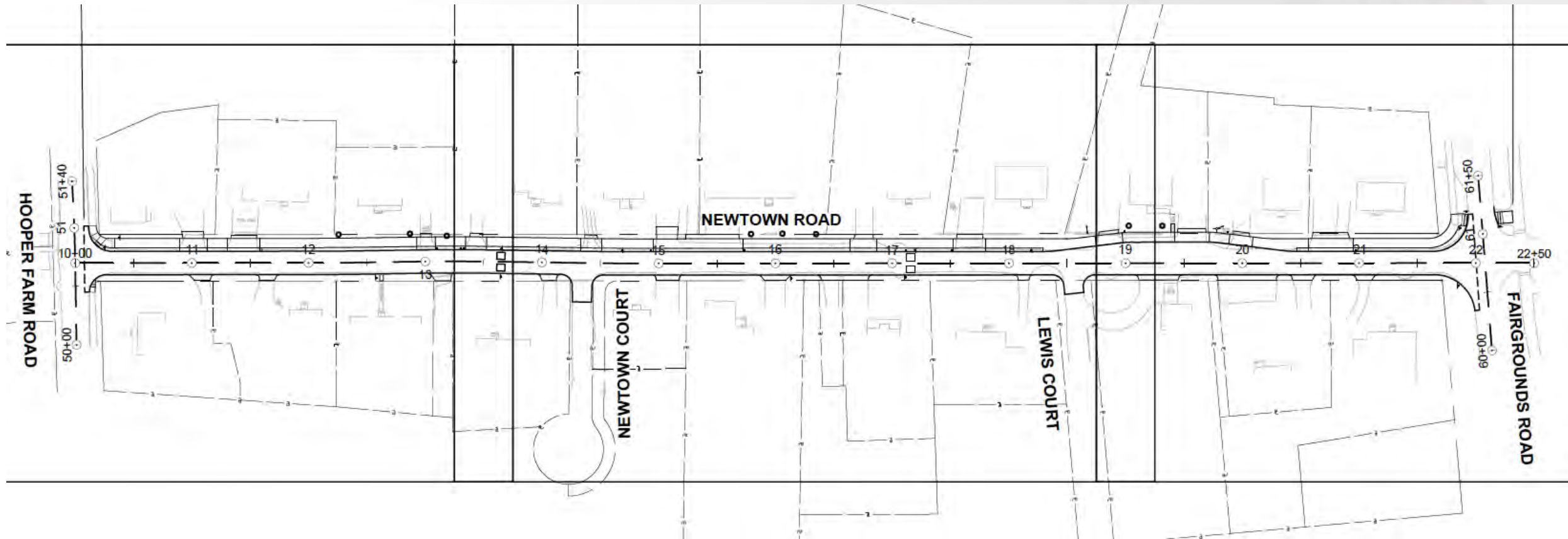


Newtown Road Improvements

Project Summary

- Improvements support goals for mode shift, accessibility, safety, and expansion of public MUP to connect mid-island to the downtown core and a full range of services without the need for a car (SBSP Transportation Focus Area Goal #1).
- Project timeline:
 - Final Engineering design underway
 - Construction bidding anticipated in Summer/Fall 2024
 - Construction expected Fall 2024 through Spring 2025

Newtown Road Improvements



Newtown Road Improvements

Project Funding

- Survey, Preliminary, Final Design, Construction Oversight
 - Environmental Partners - \$249k
 - A11- 2021 ATM: NEWTOWN ROAD IMPROVEMENTS \$1.2M
 - *A14- 2024 ATM: NEWTOWN ROAD SUPPLEMENTAL \$2.0M*
- Opinion of Probable Construction Costs \$2.7M
 - Includes granite curbing (north side), cape cod berm (south side), full-depth reclamation, box widening (south side), full-width pavement, new path, split rail fence, new speed "cushions", and drainage infrastructure

Newtown Road Improvements

Summary

- Supports the SBSP Goal #1
- Final design underway
- Bidding expected in Summer 2024, pending supplemental funding approval at 2024 ATM
- Construction expected to be complete by Summer 2025



PROJECT UPDATE

Surfside Area Transportation Improvements

Nantucket Department of Public Works
Andrew Patnode - Director



Surfside Area Transportation Improvements

Project Summary

- Improvements support goals for mode shift, accessibility, safety, and expansion of public path to connect mid-island to a full range of services without the need for a car (SBSP Transportation Focus Area Goal #1).
- Project timeline:
 - Final engineering design and easement takings underway
 - Construction bidding targeted for Summer/Fall 2024
 - Construction targeted to begin Winter/Spring 2025 and continue through Fall 2027

4/10/24



Surfside Area Transportation Improvements

Project Funding

- Various Town Meeting Articles since 2016 ATM – Total ~\$16.5M
- Consultant: Greenman-Pedersen, Inc. (GPI) - \$419k
 - Survey, Preliminary & Final Design, Permitting, Bidding
- Opinion of Probable Construction Costs \$17.7M
 - Includes all roadway, drainage, and bike path construction costs on Monohansett, Okorwaw, and Lover's Lane
 - Does not include easement takings
 - Not based on most recent as-bid unit prices
 - Consultant revising cost estimate to reflect recent as-bid pricing

Surfside Area Transportation Improvements

Summary

- Supports the SBSP Goal #1
- Final design underway
- Coordinating with water main extension project
- Bidding planned for Summer/Fall 2024
- Construction expected to be complete by Fall 2027



PROJECT UPDATE

Sparks Avenue Sidepath

Nantucket Department of Public Works
Andrew Patnode - Director



Sparks Avenue Sidepath

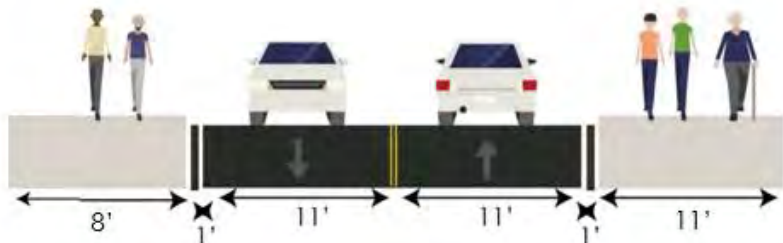
Project Summary

- Improvements support goals for mode shift, accessibility, expansion of public paths to connect mid-island to the ferries.
- Project Limits:
 - Williams Lane to 40 Sparks Avenue; 12 Sparks Avenue to Milestone Lane
- Project Engineer: BETA Group
- Town Appropriation: \$1,080,000 ATM18
- Contract Status: Preliminary Design - \$207,550 (nearly complete)
- Status: Pre-25% Design / Preliminary Engineering
 - Alternatives under review

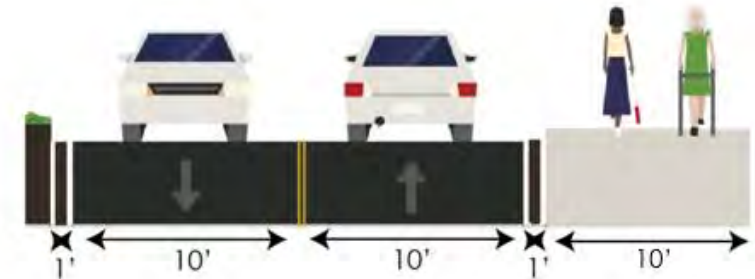
Sparks Avenue Sidepath



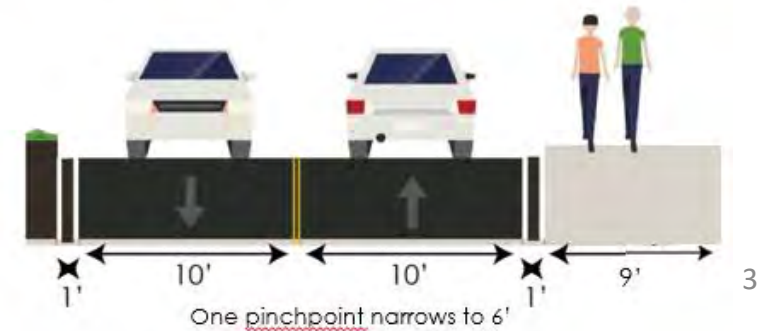
4 SPARKS AVENUE (FACING SOUTH)



2 SPARKS AVENUE (FACING SOUTH)

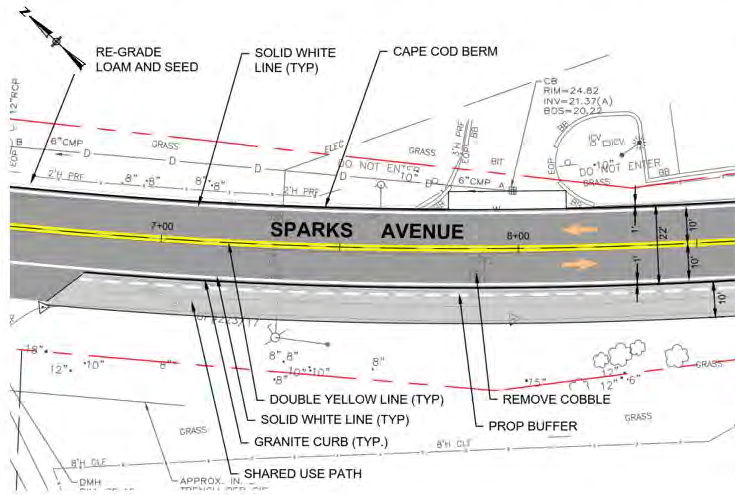


6 SPARKS AVENUE (FACING SOUTH)



Sparks Avenue Sidepath

Alternative 1 – Full Roadway Reconstruction



Maintain traffic in both directions

Reconstruct roadway with consistent width, updated drainage and regrading.

Replace existing sidewalk with 10' shared use path with a 1 foot shoulder + granite curb. Remove existing grass strip. Provide 2' buffer where ROW allows.

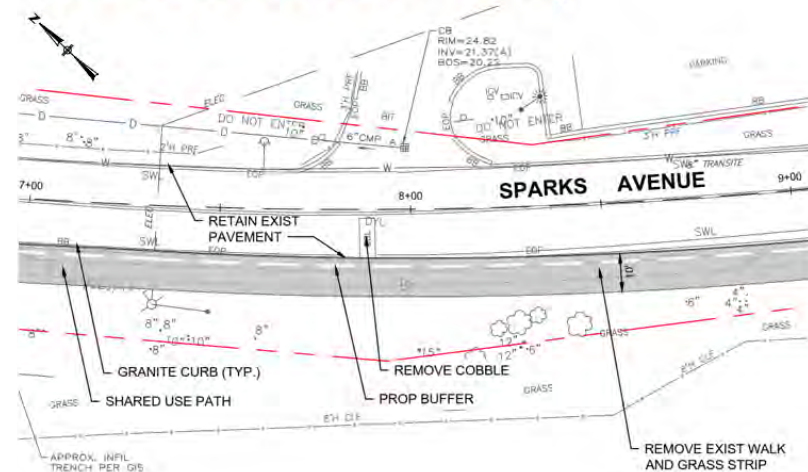
No permanent easements required.

Slight adjustment to existing berm (right side)

Cost Estimate:

- \$2.5 million

Alternative 2 – Shared Use Path Construction Only



Maintain traffic in both directions

Retain existing roadway and berm.

Replace existing sidewalk with 10' shared use path with a 1' buffer and granite curb. Remove existing grass strip. Provide 2' buffer where ROW allows.

No permanent easements required

Cost Estimate:

- \$1.2 million

Sparks Avenue Sidepath

Summary

- Scope of Preliminary Engineering is completed
- Preferred alternative needs to be selected
 - Alternative 1 - \$2,524,600
 - Alternative 2 - \$1,123,600
- Supplemental funding needed for implementation



PROJECT UPDATE

Pleasant Street and Williams
Lane Complete Streets Project

Nantucket Department of Public Works
Andrew Patnode - Director



Pleasant Street and Williams Lane

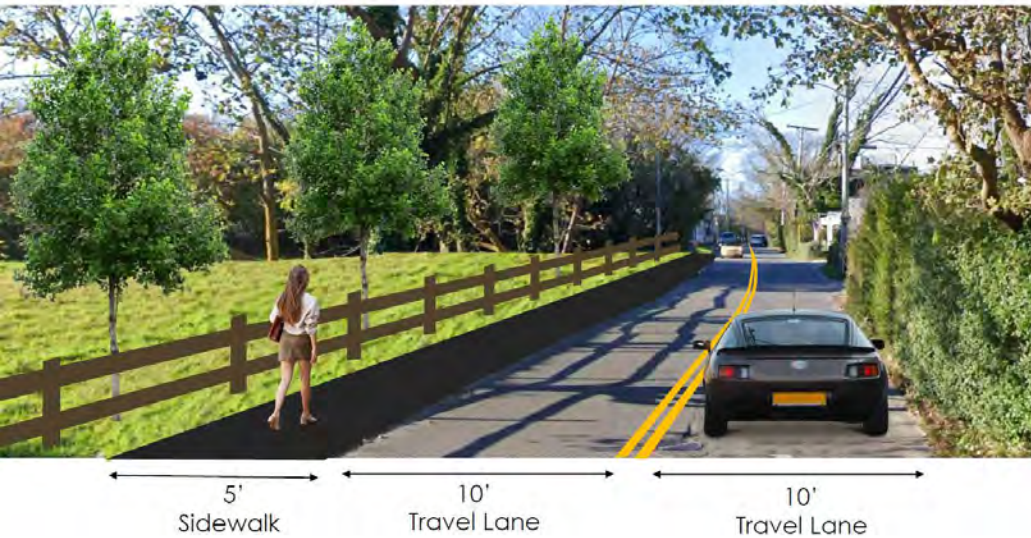
Project Summary

- Improvements support goals for mode shift, accessibility, expansion of public sidewalk / paths to connect mid-island to the ferries.
- Project Limits:
 - Pleasant Street (5 Corners to Roundabout)
 - Williams Lane (Sparks Ave. to Pleasant Street)
- Project Engineer: BETA Group
- Town Appropriation: Design – \$452,000
- Contract Status: Preliminary Design - \$207,550 (nearly complete)
- Status: Pre-25% Design / Preliminary Engineering
 - Alternatives to accommodate bicycle and pedestrian users under review

Pleasant Street – 5 Corners to Williams Lane

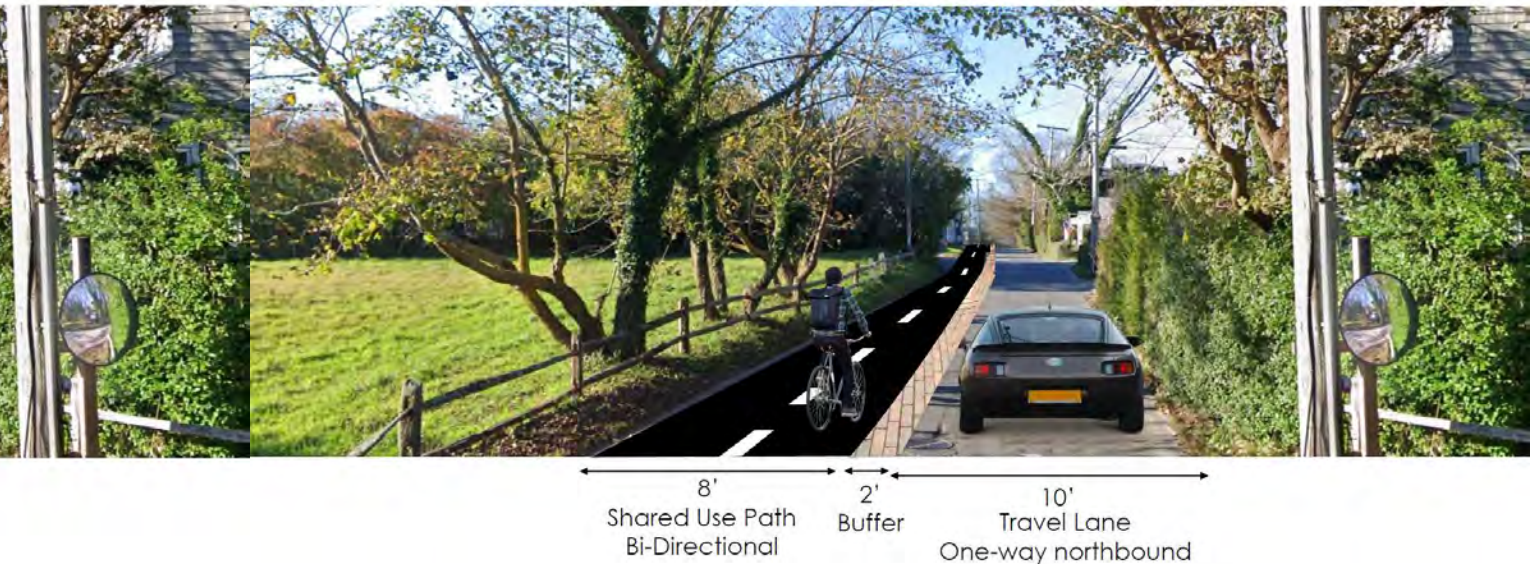
Alternative 1

PLEASANT STREET FACING NORTH



Alternative 2 – Option 1 – Path

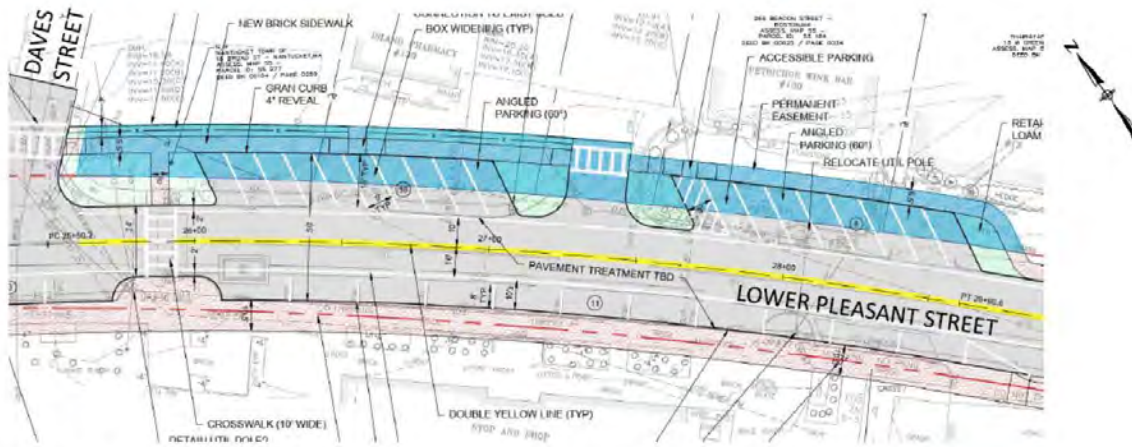
PLEASANT STREET FACING NORTH



Pleasant Street – Daves Street to Roundabout

Alternative 1

Focus Area – Angled Parking

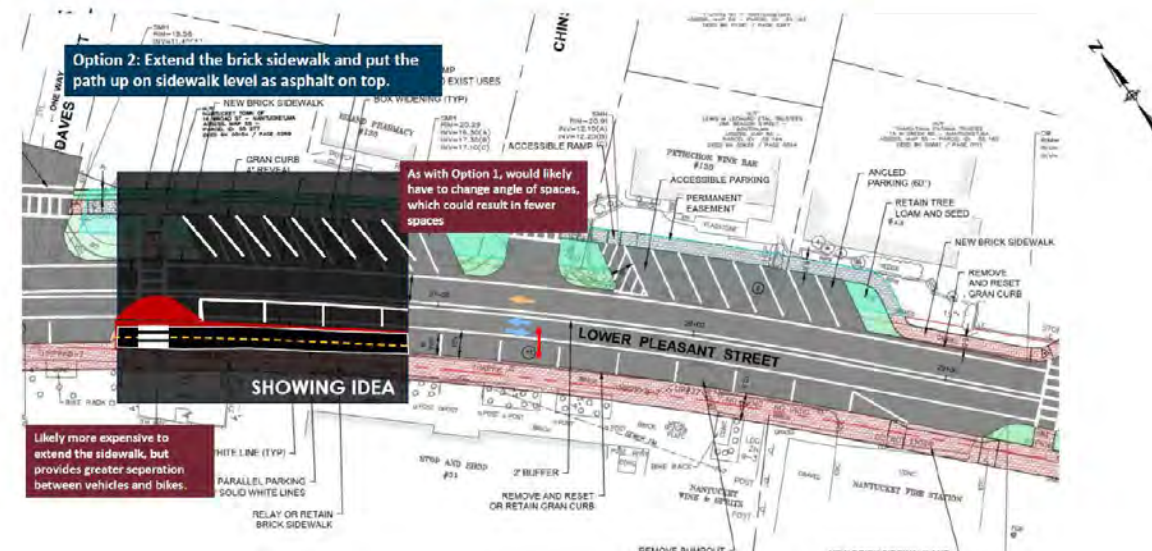


Requires permanent easement (in blue) of 5,680 SF
Requires relocation of utility poles

Shortens crossing distances
Maintains / increases parking

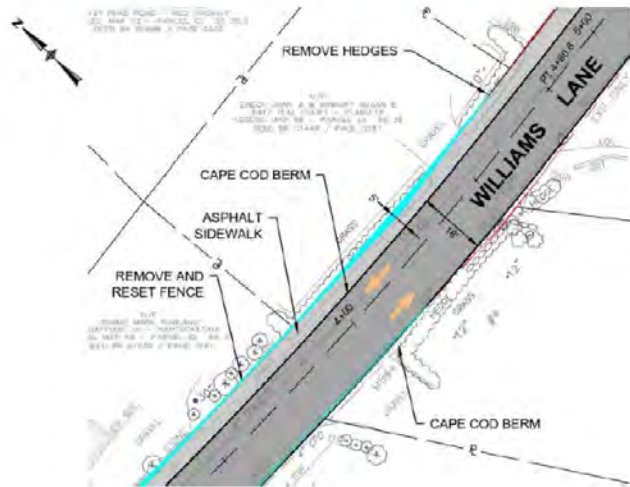
Alternative 2

Focus Area – Angled Parking



Williams Lane – Sparks Avenue to Pleasant Street

Alternative 1 – Two-Way Full Reconstruction

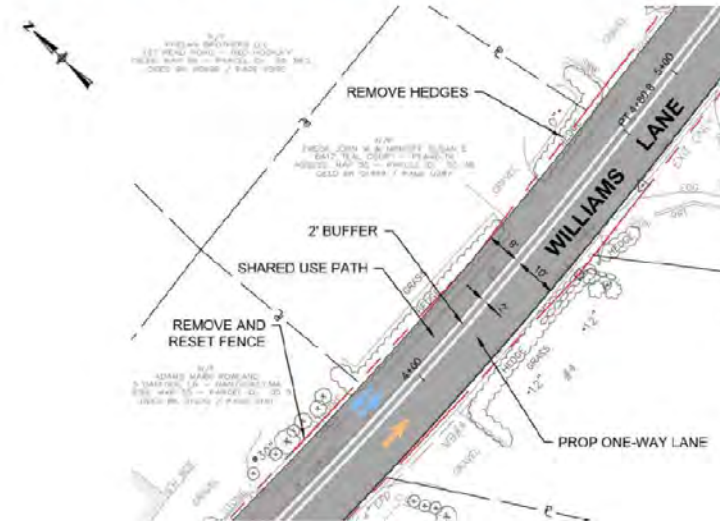


Maintain Two-Way Travel on 18' foot roadway

Add a 5' sidewalk on the north side

Requires a permanent easement of 270 SF to accommodate the sidewalk/shared use path

Alternative 2 One-Way Configuration Widened



Modify to 10' One-Way (westbound) travel along left side of roadway.

Add 8' shared use path on right side of roadway.

Widen existing road width but remain within existing right-of-way. No permanent easements required.

Pleasant Street and Williams Lane

Summary

- Scope of Preliminary Engineering is completed
- Preferred alternative needs to be selected
- Alternative 1 (two-way)
 - Construction Estimate – \$1,565,900
 - Right-of-way impact – 1,405 square feet
- Alternative 2 (one-way)
 - Construction Estimate - \$1,395,600
 - Right-of-way impact - none



PROJECT UPDATE

Pleasant Street and Sidewalk

Nantucket Department of Public Works
Andrew Patnode - Director



Pleasant Street and Sidewalk

Project Summary

- Improvements support goals for mode shift, accessibility, improvement of public sidewalk to connect mid-island to the core downtown district and a range of essential services.
- Project Limits:
 - Silver Street to Main Street
- Project Engineer: Environmental Partners
- Town Appropriation: \$2,000,000 (Article 13 2022 ATM)
- Contract Status: Preliminary design
- Status: Pre-25% Design / Preliminary Engineering
 - Developing alternatives for sidewalk & tree conflict at Jefferson Lane
 - Developing details for sidewalk restoration with respect to historic preservation

Pleasant Street and Sidewalk

Summary

- Project in preliminary design phase
- Timeline for final design and construction not yet established
- No supplemental funding for construction costs requested for FY25
 - o Will evaluate need based on updated cost estimate as design progresses and alternatives are evaluated



PROJECT UPDATE

Milestone Road Improvements

Nantucket Department of Public Works
Andrew Patnode - Director

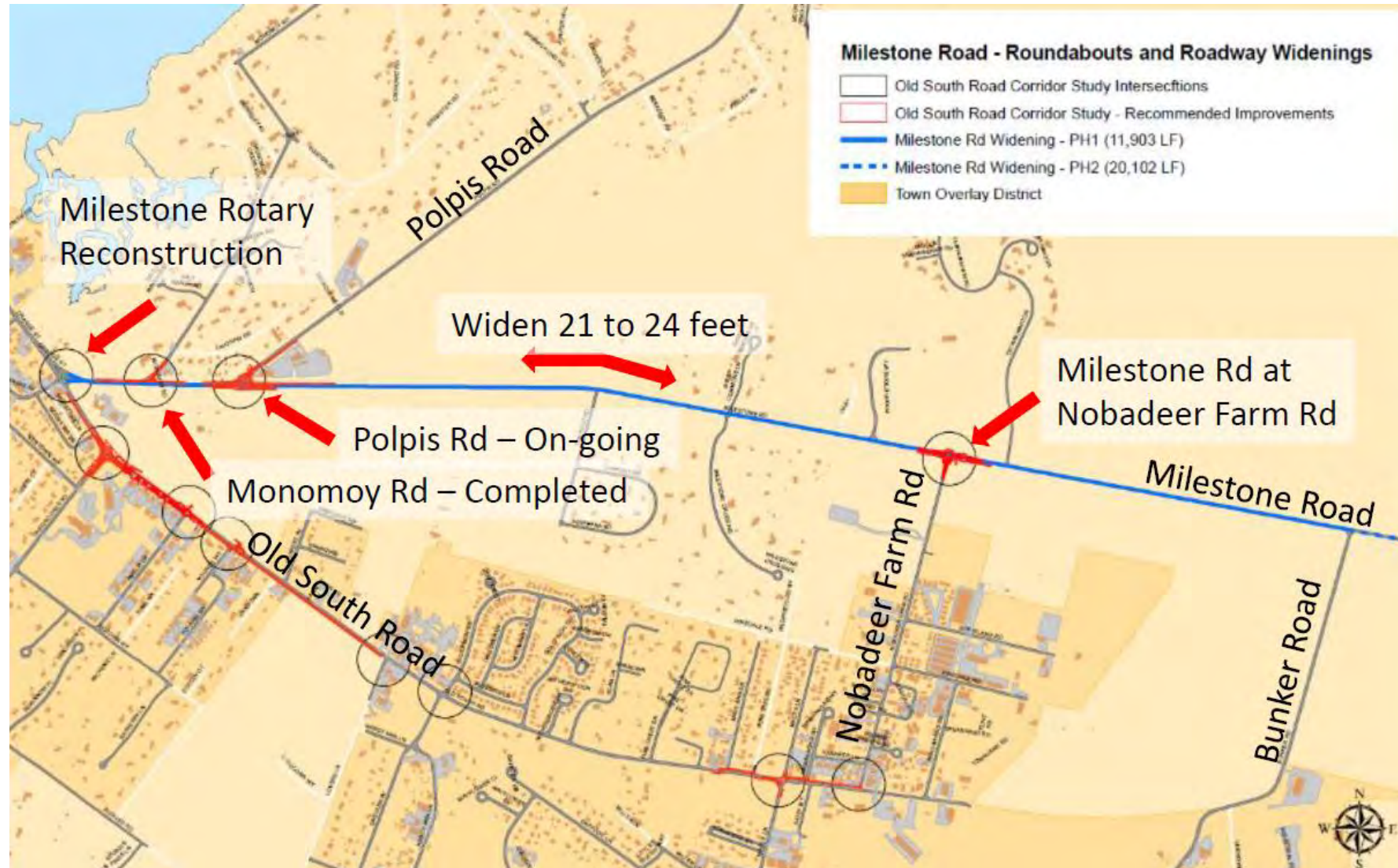


Milestone Road Improvements

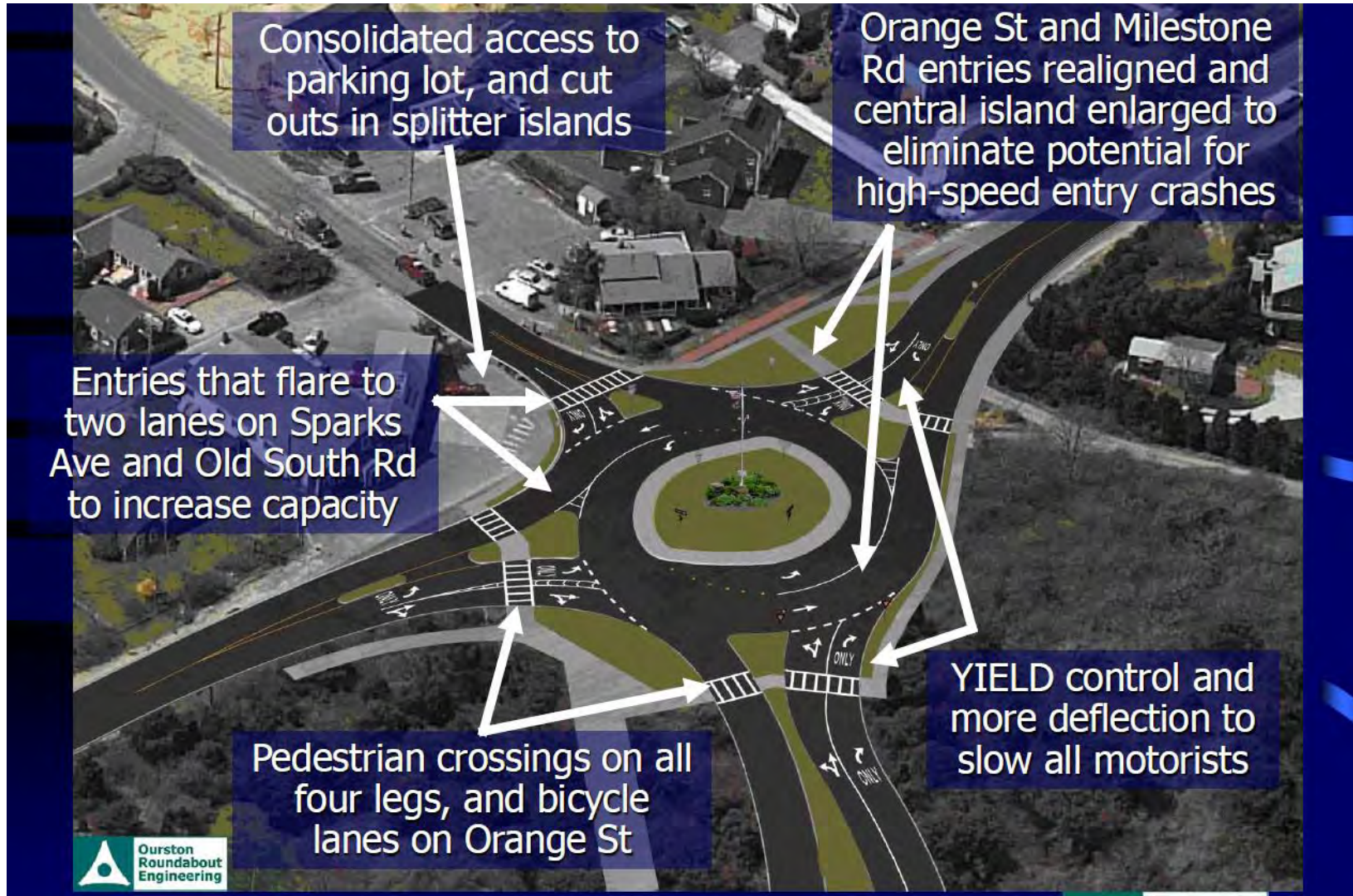
Project Summary

- Three projects will advance through Preliminary Engineering:
 - Milestone Rotary
 - Milestone Road at Nobadeer Farm Road
 - Milestone Road between Rotary and New South Road
- Improvements support regional goals for safety, accessibility, reliability, and sensitivity to the island
- MassDOT will fund and oversee Planning and Design in coordination with staff and local community

Milestone Road Improvements



Milestone Rotary Reconstruction



Milestone Road at Nobadeer Farm Road



Old South Road Corridor Traffic Study

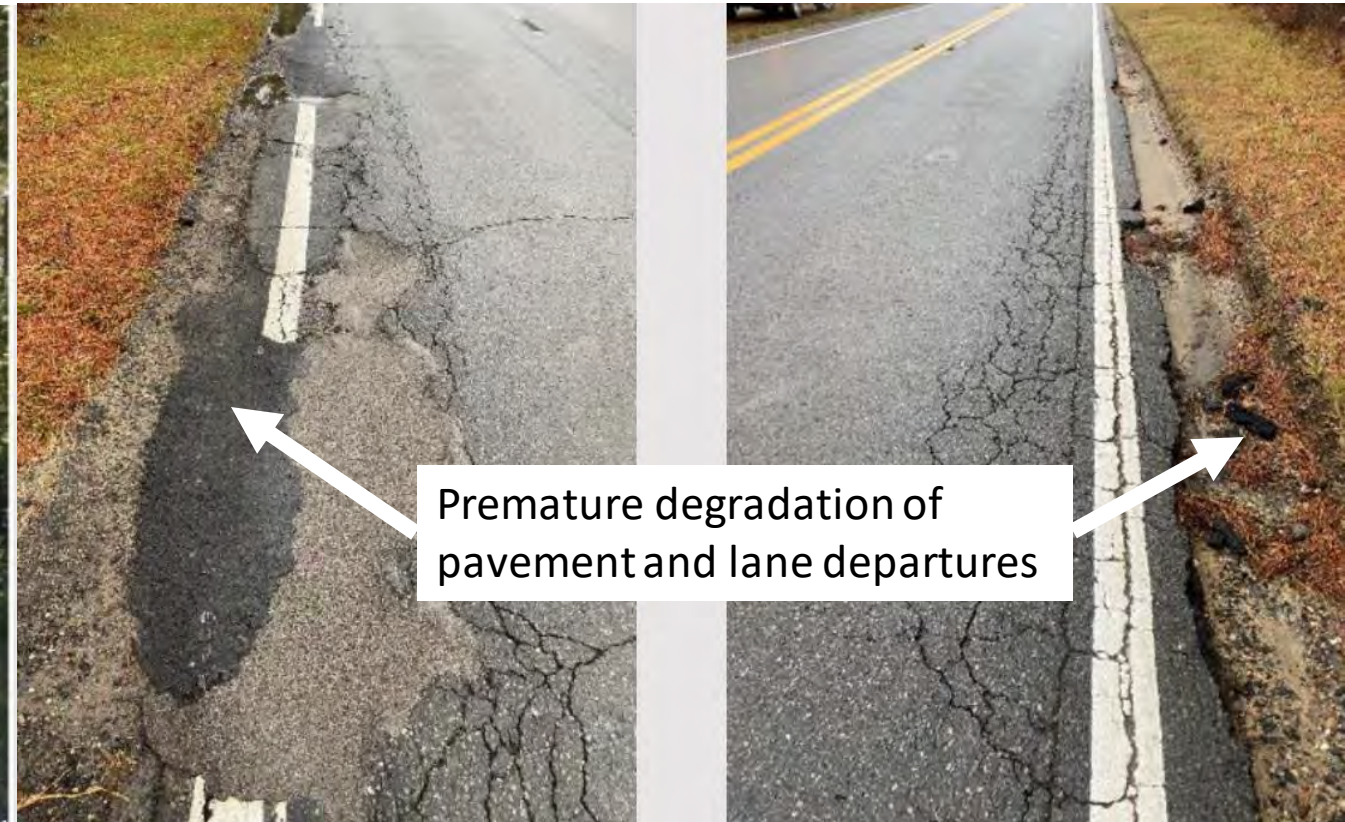
Milestone Road at Nobadeer Farm Road with roundabout



Milestone Road – Rotary to New South Road



10.5' lanes with no shoulder



Premature degradation of pavement and lane departures

Milestone Road Improvements

Summary

- MassDOT initiating Preliminary Engineering for three projects
- Funded by MassDOT
- Construction to be in future year of NP&EDC's TIP



PROJECT UPDATE

Tom Nevers Road Sidepath

Nantucket Department of Public Works
Andrew Patnode - Director



Tom Nevers Road Sidepath

Project Summary

- Improvements support goals for mode shift, accessibility, expansion of public paths.
- Project Limits:
 - Milestone Road to fields at the end of Tom Nevers Road
- Project Engineer: Weston & Sampson
- Town Appropriation: Design – \$331,487
- Contract Status: Design - \$314,000 (\$80,589 expended)
- Status: Pre-25% Design / Preliminary Engineering
 - Alignment Alternatives under review
 - ReMain Nantucket assisting with design for the Milestone Road rest area

Tom Nevers Road Sidepath



Focus for Design Alternatives:

1. Trailhead – Milestone Road rest area
2. Land Bank property – Boardwalk option
3. Old Tom Nevers Road Intersection
4. End of Trail

Tom Nevers Road Sidepath – Trailhead – Informational Program

PLANTING PALETTE



MULTI-STEM TREES & NATIVE GRASSES

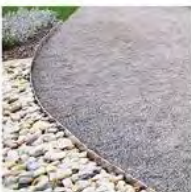
MATERIALS PALETTE



CORTEN TOTEM TRAIL SIGNAGE & INTERPRETATIVE SIGNAGE



WOOD BEAM BENCHES & BIKE RACKS

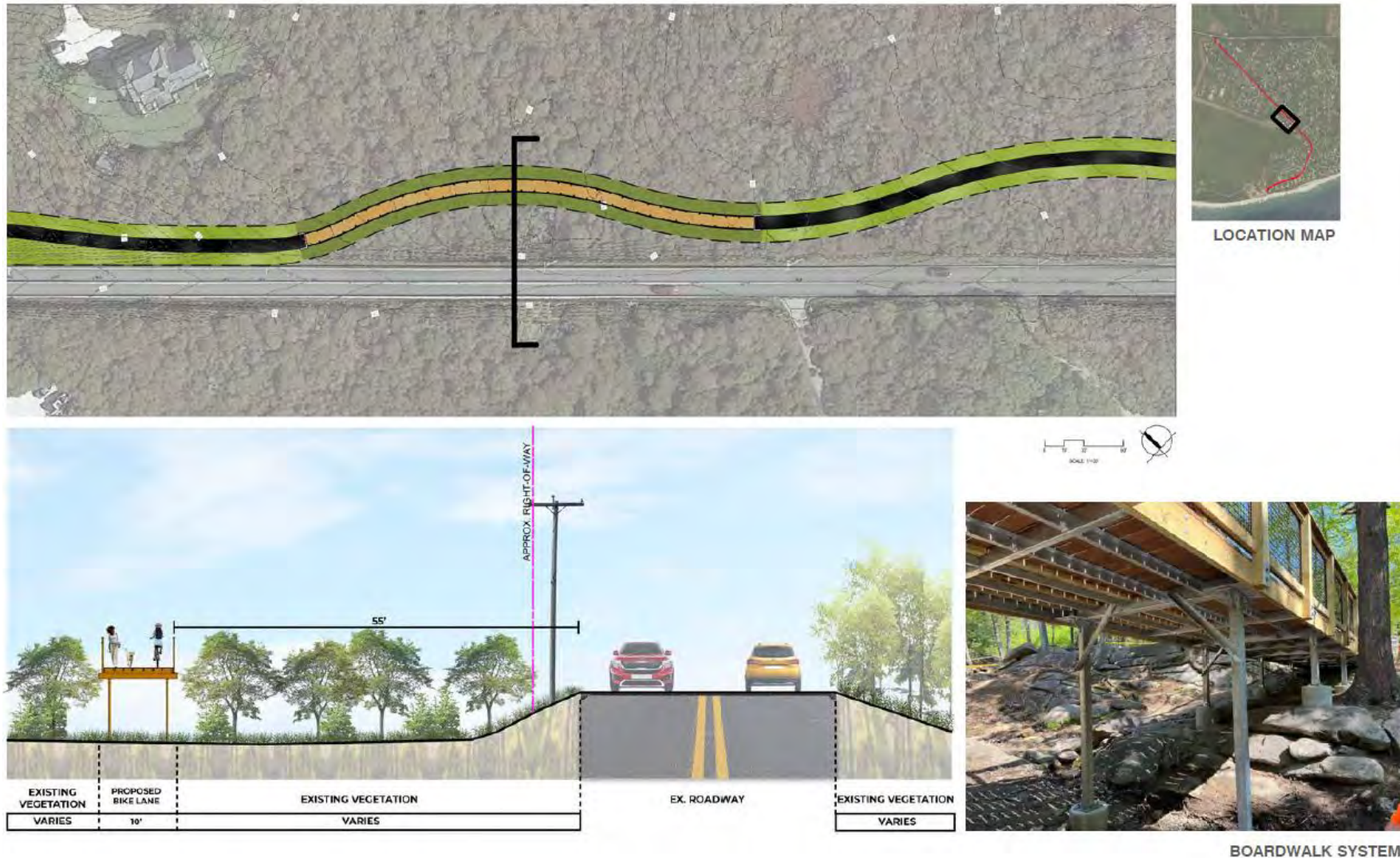


STONE DUST SURFACING WITH METAL EDGE



CORTEN BLADES LASER CUT WITH TRADITIONAL WAMPANOAG PATTERNS

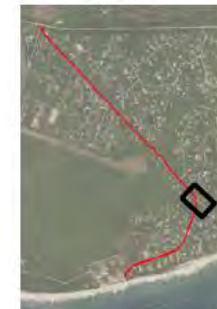
Tom Nevers Road Sidepath – Land Bank Property – Boardwalk



Tom Nevers Road Sidepath – Old Tom Nevers Road Crossing Design



PANORAMA OF INTERSECTION WITH OLD TOM NEVERS ROAD

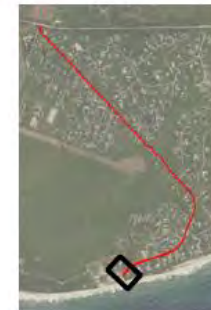


LOCATION MAP

Tom Nevers Road Sidepath – End of Trail – Path Option



PANORAMA OF ABUTTER PROPERTY AT END OF TRAIL



LOCATION MAP

Tom Nevers Road Sidepath

Summary

- Preliminary Engineering is on-going
- Right-of-way impacts to be reviewed by abutters
- Preferred alternative to be selected by fall 2024
- Cost estimate to be determined



PROJECT UPDATE

Wauwinet Road Sidepath

Nantucket Department of Public Works
Andrew Patnode - Director



Wauwinet Road Sidepath

Project Summary

- Improvements support goals for mode shift, accessibility, and expansion of public paths.
- Project Limits: Polpis Road to the gate house at the end of Wauwinet Rd. (approx. 2.25 miles)
- Project Managed by Federal Highway Administration
- FLAP Grant: \$2.8 million
- Town Appropriation: \$4.6 million
- Status: Pre-25% Design / Preliminary Engineering
 - Review design alternatives and related impacts in summer 2024
 - Select Board approval of preferred design by fall 2024

Wauwinet Road Sidepath



Wauwinet Road Sidepath

Summary

- Preliminary Engineering is on-going
- Public review of alternatives and related impacts in summer 2024
- Select Board approval of preferred alternative by fall 2024
- Construction cost and timeline to be determined

