Town and County of Nantucket
Select Board • County Commissioners

Dawn E. Hill Holdgate, Chair
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C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE
SELECT BOARD
OCTOBER 28, 2020 - 5:00 PM
REMOTE PARTICIPATION VIA ZOOM WEBINAR
PURSUANT TO GOVERNOR BAKER'S MARCH 12, 2020
ORDER REGARDING OPEN MEETING LAW
NANTUCKET, MASSACHUSETTS

YOU TUBE LINK:
https://youtu.be/iWHVKM_JUf8

I. CALL TO ORDER

II. SELECT BOARD ACCEPTANCE OF AGENDA

III. ANNOUNCEMENTS

1. The Select Board Meeting is Being Audio/Video Recorded.

2. April 5, 2021 Annual Town Meeting:
   - Warrant Open for Citizen Warrant Article Submittals through 4:00 PM on November 13, 2020.

IV. COVID-19 WEEKLY UPDATE

1. Public Comment.

2. Report(s) from Public Health Director and/or Nantucket Cottage Hospital President:
   - COVID-19 Case Metrics, Including Massachusetts COVID-19 Community-Level Data Map
   - COVID-19 Testing
   - Stop the Spread Testing Program
   - Enforcement
   - Board of Health Orders
   - Halloween
   - Other
   - Select Board Comments/Questions

- Public Comment

3. Updates from Licensing Administrator.
   - Select Board Comments/Questions
   - Public Comment

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

*VI. NEW BUSINESS**

VII. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS

1. Approval of Minutes of November 20, 2019 at 6:00 PM.

2. Approval of Treasury Warrants for October 28, 2020.

3. Approval of Pending Contracts from October 28, 2020 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

VIII. CITIZEN/DEPARTMENT REQUESTS

1. Valet Park of America: 2020 Summer Valet Service Update.

2. Town/Sconset Beach Preservation Fund (SBPF) Work Group: Review of Memo Regarding SBPF Project.

IX. REAL ESTATE ITEMS

1. Request for Approval and Execution of Documents Regarding 55 Hulbert Avenue:
   a) Request for Approval and Execution of Purchase and Sale Agreements, Quitclaim Deeds and Settlement Statements for Town-owned Yard Sale Parcels Known as Parcel A and Parcel B, James Street as Shown on Plan of Land Entitled "Disposition Plan of Land in Nantucket, Mass. Prepared for 55 Hulbert LLC," Dated September 30, 2019, Prepared by Blackwell & Associates, Inc. and Recorded with Said Deeds as Plan No. 2019-53, Pursuant to Vote on Article 6 of 2013 Special Town Meeting; Acceptance of Pedestrian Easements over Parcel A and Parcel B, James Street as Shown on Plan of Land Entitled "Disposition Plan of Land in Nantucket, Mass. Prepared for 55 Hulbert LLC," Dated September 30, 2019, Prepared by Blackwell & Associates, Inc. and Recorded with said Deeds as Plan No. 2019-53.

   b) Acceptance of Grant of "One Big Beach" Easement Over a Portion of Parcel B, James Street as Shown on Plan of Land Entitled "Disposition Plan of Land in Nantucket, Mass. Prepared for 55 Hulbert LLC," Dated September 30, 2019 and Recorded with Nantucket County Registry of Deeds as Plan No. 2019-53.

2. Request for Approval and Execution of Documents Regarding 57 Hulbert Avenue:
   a) Request for Approval and Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel 1, James Street as Shown on Plan of Land Entitled "Taking & Disposition Plan of Land in Nantucket, Mass. Prepared for the Town of Nantucket," Dated March 6, 2018, Prepared by Blackwell & Associates, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2018-35, Pursuant to Vote on Article 6 of 2013 Special Town Meeting; Acceptance of Pedestrian Easement over Parcel 1, James Street as Shown on Plan of Land Entitled "Taking & Disposition Plan of Land in Nantucket, Mass. Prepared for Town of Nantucket," Dated March 6, 2018, Prepared by Blackwell & Associates, Inc. and Recorded with said Deeds as Plan No. 2018-35.

   b) Acceptance of Grant of "One Big Beach" Easement Over a Portion of Parcel 1, James Street as Shown on Plan of Land Entitled "Disposition Plan of Land in Nantucket, Mass. Prepared for 55 Hulbert LLC," Dated September 30, 2019 and Recorded with Nantucket County Registry of Deeds as Plan No. 2019-53.

X. PUBLIC HEARINGS

1. Public Hearing to Consider the Taking of All or Any Portions of Paper Streets for Public Access, Open Space, Recreational Use Purposes and/or General Municipal Purposes and for the Purpose of Conveyance of Fee Title or Lesser Interests, Together with any Public and Private Rights of Passage, as Authorized by MGL Chapter 79 and the Following Town Meeting Votes:
   a) Portions of School Street, Laurel Street and Shawaukema Avenue Shown as Easement Area E-1 and Easement Area E-2 on Plan of Land Entitled "Roadway Acquisition Plan @ #3 Gladlands Ave, Nantucket, MA," Dated Sept. 10, 2020, Prepared by Earle & Sullivan, Inc. (Continued from October 7, 2020; Request to Continue to November 18, 2020).

2. Public Hearing to Consider an Application for Change of Class from Seasonal to Annual for All-Alcoholic Beverages License for Nantucket Prime d/b/a Nantucket Tap Room, Located at 27 and 29 Broad Street.

XI. TOWN MANAGER'S REPORT

1. Review Status of Island-wide Per- and Polyfluoroalkyl Substances (PFAS) Risk Assessment and Associated Updates.

2. Traffic Safety Work Group Recommendations:
   a) No Parking on East Side of Joy Street from Prospect Street for First 70'; No Parking Along West Side of Joy Street from Prospect Street to Intersection of Mount Vernon Street.

   b) No Parking on Both Sides of Washington Avenue, Madaket, from D Street to Intersection at Madaket Road.

3. Review Status of Take-It-Or-Leave-It Facility.

XII. SELECT BOARD'S REPORTS/COMMENT

1. Committee Reports.

XIII. ADJOURNMENT

**Identified on Agenda Protocol Sheet*

Select Board Agenda Protocol:

- *<u>Roberts Rules</u>: The Select Board follows <u>Roberts Rules of Order</u> to govern its meetings as per the Town Code and Charter.*

- *<u>Public Comment</u>: For bringing matters of public interest to the attention of the Board. The Board welcomes concise statements on matters that are within the purview of the Select Board. At the Board's discretion, matters raised under Public Comment may be directed to Town Administration or may be placed on a future agenda, allowing all viewpoints to be represented before the Board takes action. Except in emergencies, the Board will not normally take any other action on Public Comment. Any personal remarks or interrogation or any matter that appears on the regular agenda are not appropriate for Public Comment.*

  Public Comment is not to be used to present charges or complaints against any specifically named individual, public or private; instead, all such charges or complaints should be presented in writing to the Town Manager who can then give notice and an opportunity to be heard to the named individual as per MGL Ch. 39, s 23B.

- *<u>New Business</u>: For topics not reasonably anticipated 48 hours in advance of the meeting.*

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

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

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

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

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

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

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

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

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

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

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

PRINTED ON RECYCLED PAPER

NOW THEREFORE, I hereby order the following:

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

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

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

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

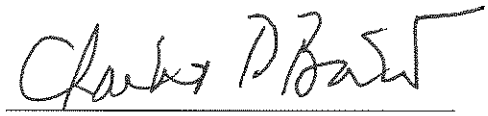
(2) Public bodies are hereby authorized to allow remote participation by all members in any meeting of the public body. The requirement that a quorum of the body and the chair be physically present at a specified meeting location, as provided in G. L. c. 30A, § 20(d) and in 940 CMR 29.10(4)(b), is hereby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

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

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

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

Given in Boston at 8:49 PM this 12th day of March, two thousand and twenty.



CHARLES D. BAKER
GOVERNOR
Commonwealth of Massachusetts

EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD
October 28, 2020

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding	Term
Employment Agreement	Town Admin	Brian Turbitt	Base Salary $147,332	Renewal of Employment Contract for Director of Municipal Finance	Finance Dept budget	June 16, 2020 - June 30, 2023
Employment Agreement	Town Admin	Stephen Murphy	Base Salary $155,297	Renewal of Employment Contract for Fire Chief	Fire Dept budget	August 25, 2020 - August 24, 2022
Grant Agreement	Police	MEMA	($3,500)	Grant award for the purchase of public safety radios	State Grant	October 28, 2020 - June 30, 2021
Intra Municipal Agreement	Select Board	Nantucket Memorial Airport & Wannacomet Water Company	n/a	Agreement for Nantucket Memorial Airport and Wannacomet Water Company to connect residences affected by PFAS to the public water supply via a new water main	n/a	October 28, 2020 - Project Completion
Memorandum of Understanding	Town Admin	Nantucket Community School	$50,000	MOU for Nantucket Community School usage/scheduling and programming services at designated Town-owned athletic fields, courts, and parks (Jetties Tennis Courts, Tom Nevers Park & Playing Fields, Delta Playing Fields, Nobadeer Farm Road Playing Fields, Winter Park)	Article 8/2020 ATM	July 1, 2020 - June 30, 2021
Professional Service Agreement	DPW	Barrett Enterprises	$148,000	Contract for on-site trailer relocation and improvements for modular trailer located at 131 Pleasant St (old Fire Station property)	Article 10/2019 ATM	October 28, 2020 - June 30, 2021

Agenda Item Summary

Agenda Item #	VIII. 1.
Date	10-28-2020

Staff

Gregg Tivnan, Assistant Town Manager

Subject

2020 Downtown Valet Service and Daily Luggage Check Recap

Executive Summary

In 2020 Valet Park of America provided valet services for the downtown area at the National Grid Candle Street Lot and on Broad Street in front of the Town Building from July 3 through Labor Day Weekend, as well as daily luggage storage at the Candle Street location. The valet operator reports that the Broad Street location was a loss and National Grid location did fine but nowhere near the numbers in previous years. Bag check numbers were back up.

Staff Recommendation

N/A

Background/Discussion

The Town has offered downtown valet services through a third party since 2011. The first year was a pilot project organized by two college students and not competitively bid however since 2011 this service is competitively bid. Valet Park of America, Inc. (VPA) has provided the service since 2012.

In 2011-2018 the service was provided on Broad Street from 5:00pm-midnight, 7 days/week, June 15-Labor Day. The valet used 3 of the 6 parking spaces in front of the Town Building and vehicles valeted from Broad Street were staged in the upper lot at Jetties Beach.

In 2013-2018 National Grid (NGrid) allowed the Town to provide valet services in the Candle Street Lot through a separate annual lease agreement. The Candle Street lot operated from 8:00am-midnight, 7 days/week, June 15-Labor Day, with option to provide service on Stroll Weekend. The Broad Street location operated concurrently from 5:00pm-midnight. Paid daily luggage storage service was instituted at the NGrid lot in 2016.

In 2019 with the loss of the NGrid Candle Street lot for valet and luggage service, the Select Board requested a one-year pilot to valet park 27 spaces of the Town Lot at 37 Washington Street from 8:00am-midnight, 7 days/week from June 15-Labor Day with luggage storage service. In addition, the Broad Street operation was expanded to 8:00am-midnight and given all 6 spaces in front of the Town Building.

In 2020, NGrid agreed to allow the Town to use its Candle Street Lot and building for valet services and daily luggage storage from July 1 through Labor Day as mitigation for NGrid's L8 upgrade project. This is a one-year agreement with no guarantee to use the lot and facility in 2021.

The valet operator reports significant decrease and loss of revenue for the Broad Street operation in 2020. The operator reports better numbers for the Candle Street operation and luggage storage but not on par with previous summers. Numbers from the operator are forthcoming.

Impact: Environmental [x] Fiscal [ ] Community [x] Other [x]

Valet services support the Select Board's Strategic Plan goals to decrease traffic.

Board/Commission Recommendation

N/A

Public Outreach

N/A

Attachments

NGrid Candle Street License Agreement; Broad Street License Agreement

From:	Gregg Tivnan
To:	Libby Gibson; Erika Mooney
Subject:	FW: Summer Debrief for Select Board
Date:	Monday, October 26, 2020 3:46:50 PM
Attachments:	2020 Bag Check Numbers.xlsx 2020 Season Nantucket Car Counts 2020.xlsx

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Attached are the numbers from Valet Park of America for this past summer. Per Tim Graney:

Attached are the Bag check and car count numbers for last year as well as tabs for 2018 and 2019. Covid 19 did a number on us but kind of expected as I am sure it did not help many businesses. Here is to putting this year behind us and moving forward.

LUGGAGE CHECK

Daily Baggage Check: 864 (2020), 844 (2019 in the Town Lot), 2,049 (2018).
Baggage check number in 2020 was 864 units; which is 20 more units than 2019 (when bag check was located in the Town Lot and not as convenient) but still down about 1,200 from 2018.

VALET PARKING

6,596 (2018)
4,878 (2019) – 1,718 less than 2018
2,151 (2020) – 2,727 less than 2019, 4,445 less than 2018

Town Building/Broad Street: 287 (2020), 2,673 (2019), 1,121 (2018)
Only 287 cars valeted in 2020; down 2,386 from 2019 (when the Broad St location was expanded and Candle Street was unavailable) and down 834 from 2018.

Candle Street Lot: 1,864 (2020), 2,205 (2019 in the Town Lot), 5,475 (2018)
341 less vehicles in 2020 from 2019 but down 3,611 from 2018 (the last time Candle Street was available).

This email was scanned by Bitdefender

2020 Nantucket Bag Check at Town Lot

Valet Park OF AMERICA
Driving You Forward™

Date	Town Lot Bag Counts
6/14/2020	
6/15/2020	
6/16/2020	
6/17/2020	
6/18/2020	
6/19/2020	
6/20/2020	
6/21/2020	
6/22/2020	
6/23/2020	
6/24/2020	
6/25/2020	
6/26/2020	
6/27/2020	
6/28/2020	
6/29/2020	
6/30/2020	
7/1/2020	3
7/2/2020	2
7/3/2020	16
7/4/2020	0
7/5/2020	16
7/6/2020	5
7/7/2020	8
7/8/2020	2
7/9/2020	1
7/10/2020	2
7/11/2020	13
7/12/2020	12
7/13/2020	3
7/14/2020	3
7/15/2020	2
7/16/2020	2
7/17/2020	10
7/18/2020	18
7/19/2020	4
7/20/2020	7
7/21/2020	7
7/22/2020	5
7/23/2020	9

Date	Town Lot Bag Counts
7/24/2020	9
7/25/2020	4
7/26/2020	15
7/27/2020	5
7/28/2020	5
7/29/2020	2
7/30/2020	15
7/31/2020	7
8/1/2020	38
8/2/2020	55
8/3/2020	16
8/4/2020	1
8/5/2020	14
8/6/2020	16
8/7/2020	34
8/8/2020	52
8/9/2020	27
8/10/2020	23
8/11/2020	5
8/12/2020	13
8/13/2020	22
8/14/2020	25
8/15/2020	52
8/16/2020	35
8/17/2020	6
8/18/2020	5
8/19/2020	16
8/20/2020	8
8/21/2020	22
8/22/2020	28
8/23/2020	47
8/24/2020	16
8/25/2020	2
8/26/2020	5
8/27/2020	6
8/28/2020	15
8/29/2020	8
8/30/2020	27
8/31/2020	11
9/1/2020	16

Date	Town Lot Bag Counts
9/1/2020	0
9/2/2020	0
9/3/2020	11
9/4/2020	11
9/5/2020	10
9/6/2020	34
9/7/2020	44
9/8/2020	5
9/9/2020	0
9/10/2020	4
9/11/2020	7
9/12/2020	13
9/13/2020	26
9/14/2020	
9/15/2020	
9/16/2020	
9/17/2020	0
9/18/2020	0
9/19/2020	2
9/20/2020	11

Total Bags:	864
2019 Total Bags:	844
Difference:	20

2019 Nantucket Bag Check at Town Lot

Valet Park OF AMERICA
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Date	Town Lot Bag Counts
6/14/2019	
6/15/2019	0
6/16/2019	0
6/17/2019	0
6/18/2019	2
6/19/2019	6
6/20/2019	11
6/21/2019	12
6/22/2019	7
6/23/2019	30
6/24/2019	4
6/25/2019	6
6/26/2019	5
6/27/2019	2
6/28/2019	6
6/29/2019	23
6/30/2019	12
7/1/2019	2
7/2/2019	5
7/3/2019	3
7/4/2019	4
7/5/2019	13
7/6/2019	14
7/7/2019	23
7/8/2019	3
7/9/2019	1
7/10/2019	16
7/11/2019	3
7/12/2019	6
7/13/2019	19
7/14/2019	2
7/15/2019	12
7/16/2019	4
7/17/2019	7
7/18/2019	7
7/19/2019	10
7/20/2019	18
7/21/2019	15
7/22/2019	1

Date	Town Lot Bag Counts
7/23/2019	6
7/24/2019	13
7/25/2019	5
7/26/2019	19
7/27/2019	27
7/28/2019	15
7/29/2019	2
7/30/2019	6
7/31/2019	1
8/1/2019	9
8/2/2019	13
8/3/2019	19
8/4/2019	20
8/5/2019	8
8/6/2019	4
8/7/2019	7
8/8/2019	21
8/9/2019	27
8/10/2019	36
8/11/2019	35
8/12/2019	6
8/13/2019	3
8/14/2019	7
8/15/2019	10
8/16/2019	8
8/17/2019	27
8/18/2019	27
8/19/2019	6
8/20/2019	3
8/21/2019	4
8/22/2019	0
8/23/2019	8
8/24/2019	38
8/25/2019	28
8/26/2019	5
8/27/2019	6
8/28/2019	3
8/29/2019	2
8/30/2019	19

Date	Town Lot Bag Counts
8/31/2019	16
9/1/2019	8
9/2/2019	3

Total Bags:	844
2018 Total Bags:	2049
Difference:	-1205

2018 Nantucket Bag Check at National Grid

Valet Park OF AMERICA
Driving You Forward™

Date	National Grid Lot Bag Counts
5/18/2018	0
5/19/2018	0
5/20/2018	11
5/21/2018	7
5/22/2018	2
5/23/2018	0
5/24/2018	0
5/25/2018	3
5/26/2018	4
5/27/2018	6
5/28/2018	4
5/29/2018	
5/30/2018	
5/31/2018	
6/1/2018	
6/2/2018	0
6/3/2018	0
6/4/2018	
6/5/2018	
6/6/2018	
6/7/2018	
6/8/2018	
6/9/2018	5
6/10/2018	26
6/11/2018	
6/12/2018	
6/13/2018	
6/14/2018	
6/15/2018	0
6/16/2018	0
6/17/2018	31
6/18/2018	5
6/19/2018	2
6/20/2018	2
6/21/2018	4
6/22/2018	0
6/23/2018	0
6/24/2018	0
6/25/2018	11
6/26/2018	6

Date	National Grid Lot Bag Counts
6/27/2018	7
6/28/2018	0
6/29/2018	20
6/30/2018	25
7/1/2018	48
7/2/2018	20
7/3/2018	27
7/4/2018	20
7/5/2018	25
7/6/2018	38
7/7/2018	58
7/8/2018	35
7/9/2018	45
7/10/2018	43
7/11/2018	15
7/12/2018	5
7/13/2018	7
7/14/2018	43
7/15/2018	42
7/16/2018	7
7/17/2018	8
7/18/2018	14
7/19/2018	22
7/20/2018	24
7/21/2018	74
7/22/2018	24
7/23/2018	13
7/24/2018	8
7/25/2018	22
7/26/2018	8
7/27/2018	45
7/28/2018	47
7/29/2018	48
7/30/2018	50
7/31/2018	14
8/1/2018	20
8/2/2018	28
8/3/2018	13
8/4/2018	63
8/5/2018	10

Date	National Grid Lot Bag Counts
8/6/2018	23
8/7/2018	12
8/8/2018	15
8/9/2018	19
8/10/2018	24
8/11/2018	67
8/12/2018	20
8/13/2018	16
8/14/2018	11
8/15/2018	13
8/16/2018	20
8/17/2018	41
8/18/2018	82
8/19/2018	34
8/20/2018	14
8/21/2018	12
8/22/2018	14
8/23/2018	16
8/24/2018	37
8/25/2018	78
8/26/2018	56
8/27/2018	25
8/28/2018	4
8/29/2018	12
8/30/2018	7
8/31/2018	41
9/1/2018	36
9/2/2018	30
9/3/2018	47
9/4/2018	
9/5/2018	
9/6/2018	
9/7/2018	3
9/8/2018	3
9/9/2018	3

Total Bags:	2049

2020 Season Nantucket Car Counts

Date	Downtown	National Grid Lot	Date	Downtown	National Grid Lot	Date	Downtown	National Grid Lot	Date	Downtown	National Grid Lot
6/15/2020	0		7/1/2020	0	5	8/1/2020	4	48	9/1/2020	0	12
6/16/2020	0		7/2/2020	5	14	8/2/2020	4	22	9/2/2020	1	5
6/17/2020	0		7/3/2020	4	20	8/3/2020	2	27	9/3/2020	6	17
6/18/2020	0		7/4/2020	0	23	8/4/2020	0	22	9/4/2020	7	21
6/19/2020	1		7/5/2020	2	22	8/5/2020	4	25	9/5/2020	4	30
6/20/2020	0		7/6/2020	0	18	8/6/2020	5	33	9/6/2020	5	32
6/21/2020	0		7/7/2020	2	19	8/7/2020	8	65	9/7/2020		11
6/22/2020	0		7/8/2020	5	9	8/8/2020	10	43	9/8/2020		10
6/23/2020	0		7/9/2020	11	11	8/9/2020	4	33	9/9/2020		7
6/24/2020	1		7/10/2020	2	20	8/10/2020	2	32	9/10/2020		6
6/25/2020	1		7/11/2020	9	17	8/11/2020	3	29	9/11/2020		11
6/26/2020	2		7/12/2020	3	13	8/12/2020	3	31	9/12/2020		14
6/27/2020	0		7/13/2020	0	14	8/13/2020	5	30	9/13/2020		12
6/28/2020	1		7/14/2020	3	11	8/14/2020	14	35	9/14/2020		
6/29/2020	0		7/15/2020	4	20	8/15/2020	4	42	9/15/2020		
6/30/2020	1		7/16/2020	7	21	8/16/2020	1	30	9/16/2020		
			7/17/2020	4	34	8/17/2020	1	24	9/17/2020		5
			7/18/2020	9	42	8/18/2020	1	16	9/18/2020		6
			7/19/2020	3	21	8/19/2020	3	22	9/19/2020		8
			7/20/2020	3	11	8/20/2020	6	20	9/20/2020		1
			7/21/2020	1	22	8/21/2020	5	41			
			7/22/2020	4	26	8/22/2020	9	44			
			7/23/2020	6	24	8/23/2020	2	31			
			7/24/2020	6	50	8/24/2020	1	24			
			7/25/2020	6	33	8/25/2020	0	23			
			7/26/2020	7	24	8/26/2020	2	21			
			7/27/2020	1	23	8/27/2020	2	35			
			7/28/2020	2	25	8/28/2020	12	41			
			7/29/2020	4	31	8/29/2020	0	33			
			7/30/2020	7	33	8/30/2020	3	13			
			7/31/2020	12	50	8/31/2020	5	15			
Totals	7	0		132	706		125	950		23	208

Season Total for Downtown	287
Season Total for Town Lot	1864
Total for the Year	2151

2019 Season Nantucket Car Counts

Valet Park OF AMERICA
Driving You Forward®

Date	Downtown	Town Lot	Date	Downtown	Town Lot	Date	Downtown	Town Lot	Date	Downtown	Town Lot
6/14/2019	2		7/1/2019	24	14	8/1/2019	46	42	9/1/2019	15	12
6/15/2019	20	22	7/2/2019	44	29	8/2/2019	39	35	9/2/2019	10	11
6/16/2019	17	10	7/3/2019	39	33	8/3/2019	61	27			
6/17/2019	10	8	7/4/2019	25	54	8/4/2019	33	30			
6/18/2019	23	5	7/5/2019	49	64	8/5/2019	38	35			
6/19/2019	28	7	7/6/2019	48	41	8/6/2019	58	47			
6/20/2019	27	16	7/7/2019	39	14	8/7/2019	41	24			
6/21/2019	41	21	7/8/2019	23	13	8/8/2019	46	41			
6/22/2019	37	21	7/9/2019	28	16	8/9/2019	51	36			
6/23/2019	22	22	*7/10/2019*	30	37	8/10/2019	19	56			
6/24/2019	15	19	7/11/2019	38	28	8/11/2019	14	26			
6/25/2019	28	16	7/12/2019	41	52	8/12/2019	20	36			
6/26/2019	21	5	7/13/2019	33	47	8/13/2019	50	39			
6/27/2019	24	1	7/14/2019	31	19	8/14/2019	60	46			
6/28/2019	18	27	7/15/2019	19	34	8/15/2019	41	36			
6/29/2019	37	28	7/16/2019	36	30	8/16/2019	51	61			
6/30/2019	25	8	7/17/2019	50	31	8/17/2019	52	51			
			7/18/2019	70	30	8/18/2019	22	25			
			7/19/2019	41	33	8/19/2019	28	28			
			7/20/2019	32	25	8/20/2019	36	28			
			7/21/2019	18	32	8/21/2019	42	33			
			7/22/2019	31	25	*8/22/2019*	32	24			
			7/23/2019	53	42	8/23/2019	40	32			
			7/24/2019	40	22	8/24/2019	30	27			
			7/25/2019	32	26	8/25/2019	25	3			
			7/26/2019	42	41	8/26/2019	18	10			
			7/27/2019	27	41	8/27/2019	17	12			
			7/28/2019	32	25	8/28/2019	31	17			
			7/29/2019	31	19	8/29/2019	36	20			
			7/30/2019	41	30	8/30/2019	28	11			
			7/31/2019	30	21	8/31/2019	31	40			
Totals	395	236		1117	968		1136	978		25	23

Season Total for Downtown	2673
Season Total for Town Lot	2205
Total for the Year	4878

2018 Season Nantucket Car Counts

Date	Downtown	National Grid Lot	Date	Downtown	National Grid Lot	Date	Downtown
6/1/2018			7/1/2018	11	69	8/1/2018	11
6/2/2018		6	7/2/2018	15	99	8/2/2018	18
6/3/2018		2	7/3/2018	12	110	8/3/2018	18
6/4/2018			7/4/2018	2	91	8/4/2018	35
6/5/2018			7/5/2018	15	117	8/5/2018	18
6/6/2018			7/6/2018	28	98	8/6/2018	13
6/7/2018			7/7/2018	8	56	8/7/2018	23
6/8/2018			7/8/2018	10	50	8/8/2018	15
6/9/2018		20	7/9/2018	4	67	8/9/2018	17
6/10/2018		5	7/10/2018	19	60	8/10/2018	7
6/11/2018			7/11/2018	24	70	8/11/2018	12
6/12/2018			7/12/2018	19	77	8/12/2018	26
6/13/2018			7/13/2018	15	60	8/13/2018	25
6/14/2018			7/14/2018	26	87	8/14/2018	17
6/15/2018		36	7/15/2018	17	61	8/15/2018	18
6/16/2018	11	31	7/16/2018	4	59	8/16/2018	10
6/17/2018	4	20	7/17/2018	21	68	8/17/2018	16
6/18/2018	0	24	7/18/2018	18	80	8/18/2018	18
6/19/2018	7	24	7/19/2018	18	59	8/19/2018	8
6/20/2018	12	35	7/20/2018	15	85	8/20/2018	10
6/21/2018	11	77	7/21/2018	21	84	8/21/2018	11
6/22/2018	8	62	7/22/2018	4	32	8/22/2018	8
6/23/2018	12	84	7/23/2018	13	40	8/23/2018	27
6/24/2018	16	60	7/24/2018	23	72	8/24/2018	12
6/25/2018	10	58	7/25/2018	24	51	8/25/2018	14
6/26/2018	6	42	7/26/2018	13	83	8/26/2018	7
6/27/2018	14	51	7/27/2018	20	87	8/27/2018	7
6/28/2018	29	58	7/28/2018	28	78	8/28/2018	7
6/29/2018	9	65	7/29/2018	6	63	8/29/2018	1
6/30/2018	20	77	7/30/2018	11	51	8/30/2018	10
			7/31/2018	17	77	8/31/2018	12
Totals	169	837	**Totals**	481	2241	**Totals**	451

Season Total for Downtown:	1121
Season Total for National Grid:	5475
Total for the Year	6596

National Grid Lot	Date	Downtown	National Grid Lot
89	9/1/2018	8	81
90	9/2/2018	11	35
99	9/3/2018	1	26
113	9/4/2018		
75	9/5/2018		
72	9/6/2018		
83	9/7/2018		12
77	9/8/2018		13
91	9/9/2018		
72	9/10/2018		
92	9/11/2018		
98	9/12/2018		
73	9/13/2018		
51	9/14/2018		
93	9/15/2018		
85	9/16/2018		
87	9/17/2018		
87	9/18/2018		
69	9/19/2018		
90	9/20/2018		
66	9/21/2018		
67	9/22/2018		
42	9/23/2018		
64	9/24/2018		
70	9/25/2018		
43	9/26/2018		
49	9/27/2018		
36	9/28/2018		
29	9/29/2018		
20	9/30/2018		
58			

2230	**Totals**	20	167

NATIONAL GRID PROPERTY
VALET PARKING
LICENSE AGREEMENT

Between the Town of Nantucket
and
Mass Park d/b/a Valet Park of America, Inc.

This License Agreement (the "Agreement"), made this 13th day of May, 2020 by and between the **Town of Nantucket** ("Town"), with principal offices at 16 Broad Street, Nantucket, Massachusetts 02554 and **Mass Park Inc., d/b/a/ Valet Park of America**, with principle offices at 185 Spring Street, Springfield, MA 01105 ("Licensee") for property owned by **Nantucket Electric Company** d/b/a National Grid ("Licensor" or "NGrid"), with principal offices at 40 Sylvan Road, Waltham, Massachusetts 02451. Town, Licensor and Licensee are collectively referred to herein as the "Parties."

WITNESSETH

WHEREAS, Licensor is the owner of certain real property located at and known as 1 and 5 Candle Street, 2 and 6 Commercial Street and 10 New Whale Street, Nantucket, Massachusetts ("Property"); and

WHEREAS, Licensor has entered into a license agreement with Town for use of this property; and

WHEREAS, Town proposes to construct a seasonal parking lot and associated security fencing on a portion of the Property and use the field office (approximately 16' x 16') located in the "Existing Brick Structure" for office and storage purposes only (the "Licensed Premises") as shown on the plan entitled "Discussion Plan – Parking Schematic, Candle & Commercial St., Prepared for Town of Nantucket" dated March 27, 2013, last revised March 25, 2014 and marked up March 2017, prepared by Blackwell & Associates, Inc. (the "Parking Plan"), which Parking Plan is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, Licensor has agreed to grant a license to Town for Town's use of the Licensed Premises subject to the terms and conditions of this Agreement; and

WHERAS, Town has is entering into this license agreement with Licensee to provide all approved activities and access (Article 1); and

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, Town hereby grants to Licensee a license to enter upon**,** use and occupy the Licensed Premises, as set forth herein per agreement between Town and Licensor.

NATIONAL GRID PROPERTY
VALET PARKING
LICENSE AGREEMENT

Between the Town of Nantucket
and
Mass Park d/b/a Valet Park of America, Inc.

ARTICLE I
APPROVED ACTIVITIES AND ACCESS

A. Town through Licensor hereby grants to Licensee, subject to the terms and conditions hereof, a license to enter upon**,** use and occupy the Licensed Premises solely for the purpose of constructing and maintaining, at its sole cost and expense, **a seasonal parking lot and associated security fencing** as shown on the Site Plan (the "Improvements") in accordance with the plan entitled "Proposed Parking Area Const. Plan, Candle & Commercial St., prepared for Town of Nantucket" dated March 27, 2013, last revised March 25, 2014, prepared by Blackwell & Associates, Inc., which plan is attached hereto and made a part hereof as Exhibit B, (together the Exhibit A plan and the Exhibit B plan are hereinafter collectively, the "Construction Plans").

Licensee shall further have the right to use the field office, being approximately 16' x 16' (the "Office Space") located in the "**Existing Brick Structure**" shown on the Parking Plan for office and storage purposes only, provided that **Licensee may install lockers within the Office Space for short term rental** subject to the condition that access to the Office Space will be limited to Licensee or its agents only and no access to the general public shall be permitted. Licensee agrees that the short term rental of locker space shall not be self-service, but shall be controlled by Licensee so that any party wishing to rent a locker to store items shall give the item(s) to Licensor or its employees and/or agents, to place in the locker and such third party shall not have access to the locker or be allowed to enter the Office Space for any reason. Licensee covenants and agrees with Licensor that the Improvements shall be constructed and maintained in strict compliance with the Construction Plans, including without limitation the materials to be used as set forth on the Construction Plans, which materials may not be substituted, changed or modified in any way without Licensor's prior written approval. Licensee shall not perform any excavation or digging or disturb the topography of the Licensed Premises, except as shown on and in accordance with the Construction Plans.

Licensee shall be permitted to manage the seasonal parking lot on the Licensed Premises and the short-term rental of lockers within the Office Space. The hours of operation of the seasonal parking lot is limited to the period between **8:00 am and 12:00 midnight**, **7 days a week**. **Overnight parking of vehicles is permitted**; provided, however, Licensor reserves the right to revoke such right by giving written notice thereof to Licensee in the event Licensor determines, in its sole discretion, that such overnight parking creates a nuisance, hazard, safety and/or security concern or is otherwise deemed by Licensor to be unsuitable for the Licensed Premises and/or Property. The activities permitted under this Subsection A are referred to herein as the "Approved Activities."

B. Subject to the terms of this Agreement, Licensee agrees that the Approved Activities performed by Licensee shall be subject to all required governmental approvals.

C. Licensee shall be solely responsible for conditions at the Licensed Premises caused by the Approved Activities during the performance of the Approved Activities and for security of the Licensed Premises and Licensee's property during the term of this Agreement at Licensee's sole cost and expense. In performing the Approved Activities, Licensee shall take all necessary and reasonable precautions for the health and safety of its employees, agents, contractors and subcontractors, including without limitation Valet Park of America (collectively, the "Licensee Parties"), Licensor's employees, agents, contractors, subcontractors, tenants, licensees and invitees ("Licensor Parties") and the general public. Subject to the terms of this Agreement, Licensee and the Licensee Parties shall comply with all applicable laws, including, without limitation, all applicable federal, state, and local health and safety laws. Licensee shall install and properly maintain, as reasonably required by site conditions and the Approved Activities, necessary safeguards for the protection of the Licensee Parties, Licensor Parties and the general public.

D. This Agreement shall not be deemed to grant Licensee any right to use the Licensed Premises for any purpose other than the Approved Activities. Other than the Licensee Parties, Licensee shall not permit any persons or entities to use the Licensed Premises for any purpose other than as contemplated by this Agreement. Nothing in this Agreement is intended to create any third-party rights or confer such rights upon any person or entity, other than the Parties hereto and the Licensee Parties.

E. Licensor retains the right to access the Licensed Premises at all times to review the Approved Activities. Licensor further reserves the right to enter upon the Licensed Premises at any time upon prior notice to Licensee (except in the event of an emergency in which case no notice is required) for any purpose whatsoever and, without limiting the generality of the foregoing, specifically reserves the right to enter upon the Licensed Premises for any and all maintenance, construction or other activity in connection with its present or future operations and business needs.

F. Licensee will notify Licensor of any and all regulatory and/or civic complaints relating to the Approved Activities as soon as reasonably practicable, but in no event later than twenty-four (24) hours, or next business day, after receiving such complaint.

G. No equipment or materials required to support the Approved Activities will be supplied by Licensor.

H. Licensee must provide a written plan to the Nantucket Public Health Director to address Center for Disease Control, state and local requirements to prevent the spread of the COVID-19 virus. This plan must be approved by the Town's Public Health Director in writing before providing valet services.

ARTICLE II
TERM OF AGREEMENT, TERMINATION; LICENSE FEE

A. The term of this Agreement shall be from **June 30, 2020**, through and including **September 30, 2020 (the "Term")**. However, in the event of a breach of, or default under, this Agreement by Licensee or a release of Hazardous Materials (as defined herein) (or other hazardous or toxic materials, wastes or substances), or a violation of Legal Requirements (as defined herein), caused by Licensee's activities or operations on the Licensed Premises or if Licensor requires the use and possession of the Licensed Premises or any portion thereof in order to meet its business needs and/or to comply with the Legal Requirements, Licensor may revoke this Agreement, and in such event, Licensee shall remove its equipment and other personal property from the Licensed Premises in accordance with the provisions hereof.

B. Licensee shall pay Licensor a license fee ("License Fee") of **Eleven Thousand Five Hundred Dollars ($11,500.00) for the Term of the License**. The License Fee is due and payable to Licensor upon execution of this License Agreement by Licensee.

ARTICLE III
WORK, MAINTENANCE, RESTORATION, AND REPAIR

A. Any and all work related to the Approved Activities, including, but not limited to, Licensed Premises preparation and the removal of any above-ground movable obstructions, if any (which must be approved by Licensor in advance thereof), shall be the sole responsibility of Licensee. All of the costs and expenses related to the foregoing work and the Approved Activities shall be the sole responsibility of Licensee. Licensee shall arrange for the delivery and installation of concrete barriers to protect the property on the Licensed Premises prior to beginning the Approved Activities.

B. Licensee covenants and agrees to notify during normal business hours Steven Holdgate, Operations Supervisor, by phone at 508-325-8223 and by email at steven.holdgate@nationalgrid.com, at least seven (7) days in advance of any access to, or performance of, the Approved Activities on the Licensed Premises, and to simultaneously with said notice provide a construction schedule to Licensor. Licensee covenants and agrees that at all times during the performance of the Approved Activities, Licensor shall have the right, but

not the obligation, to have an observer or observers ("Observer") present at the Property, including the Licensed Premises, to observe the Approved Activities, and take any necessary action, as determined by Licensor in Licensor's sole discretion, to protect and ensure the safety and integrity of the Property and Licensor's facilities and structures. Regardless of whether Licensor's Observer observes any of the Approved Activities as set forth herein, Licensor shall not be liable for injuries, damage, liabilities or claims hereunder, and Licensee shall not be released from any liability or obligation hereunder.

C. In the course of performing the Approved Activities, Licensee shall be responsible for keeping the Licensed Premises in a clean and orderly condition. Licensee shall repair any damage Licensee or the Licensee Parties may cause to the Licensed Premises and, upon vacating the Licensed Premises, restore the Licensed Premises to the original condition, reasonable wear and tear excepted. Except for the geotextile membrane, "ACK Pac" gravel and fractured face peastone installed on the Licensed Premises, Licensee shall remove, at its sole cost and expense, all materials and equipment from the Licensed Premises resulting from Licensee's or the Licensee Parties' activities or operations on the Licensed Premises.

D. Licensee acknowledges that there may be surface and subsurface utilities on and adjacent to the Licensed Premises and the Property and agrees to exercise extreme care in performance of the Approved Activities. Licensee shall comply with the Massachusetts General Laws, Chapter 82, Section 40 (said statute also known as the "Dig Safe" law) and the regulations promulgated pursuant thereto including but not limited to the Code of Massachusetts Regulations, more particularly, 220 CMR 99.00 et seq. Any damage to any utilities on or near the Property caused by Licensee's and/or the Licensee Parties' negligence or willful misconduct shall be the responsibility of Licensee.

E. Licensee and/or Licensee's Parties may not perform any repair, maintenance or refueling of any vehicles, equipment or machinery on Licensor's Property or the Licensed Premises.

F. Licensee shall not permit this Agreement, the License Premises, or the Property to be encumbered by any mortgage, lien, or other security interest of any nature whatsoever. Should any mechanic's lien be filed against the Property on account of such labor or material furnished or alleged to have been furnished for or in connection with the Approved Activities, such lien shall be satisfied or bonded and discharged by Licensee within thirty (30) days after Licensee's receipt of written notice thereof.

G. This Article shall survive the termination or expiration of this Agreement.

NATIONAL GRID PROPERTY
VALET PARKING
LICENSE AGREEMENT

Between the Town of Nantucket
and
Mass Park d/b/a Valet Park of America, Inc.

ARTICLE IV
COMPLIANCE WITH LAWS

Licensee will comply with any and all applicable laws, ordinances, permit and zoning requirements of any federal, state or municipal body or agency pertaining to Licensee's use and occupation of the Licensed Premises and performance of the Approved Activities, including without limitation, the terms and conditions of the AUL (defined below) and D.E.P. License No. 7763 (Filled Tidelands of Nantucket Harbor) dated February 1, 2006 (collectively, the "Legal Requirements"). Licensee shall ensure that the Licensee Parties comply with this Article IV, and Licensee shall be responsible for the failure any of such Licensee Parties to comply herewith.

ARTICLE V
INDEMNIFICATION/HOLD HARMLESS

Licensee shall indemnify and hold harmless Licensor, its parent, and its directors, officers, employees, affiliates, subsidiaries, agents, assigns, successors, representatives, invitees contractors and subcontractors from and against all liabilities, penalties, losses, costs, damages, claims, proceedings, suits, judgements, liens, encumbrances, or expenses of whatever form or nature, including reasonable attorney's fees and other costs of legal defense and of investigating any proceeding commenced or threatened, whether direct or indirect, as a result of, arising out of or in any way connected with Licensee's activities under this License Agreement, whenever made or incurred. Licensor shall have the right to demand that Licensee undertake to defend any and all suits and to investigate and defend any and all claims, arising out of or in any way connected with Licensee's use of the Licensed Premises, whether justified or not, providing only that the claim or suit shall be against Licensor or its parent, directors, officers, employees, affiliates, subsidiaries, agents, assigns, successors, representatives, invitees, contractors or subcontractors. This Article shall survive the termination or expiration of this Agreement.

ARTICLE VI
ENVIRONMENTAL MATTERS

A. Licensee represents, warrants, covenants, and agrees, on behalf of itself and the Licensee Parties, that:

Licensee and the Licensee Parties shall not suffer, permit, introduce, maintain, generate, store, handle, treat, transport, discharge, dispose of, or arrange for the transport or disposal of any Hazardous Substances or Hazardous Materials, including, oil, gasoline or other petroleum product or any hazardous or toxic materials, wastes and substances which are defined, determined or identified as such in any federal, state or local laws, rules or regulations (whether now existing or hereafter enacted or promulgated), or by virtue of any judicial or administrative

ruling (except if such generation, storage, handling, treatment, transport, discharge, or disposal is in compliance with all applicable federal, state, or local laws, statutes, ordinances, by-laws, rules, and regulations) in, on, at, about or from the Licensed Premises. The term "Hazardous Materials" shall mean, without limitation, any substance deemed to be a "hazardous substance" within the meaning of Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., as amended, and the regulations promulgated thereunder, 40 C.F.R. Part 300 et seq.; any substance deemed to be "hazardous waste" within the meaning of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq. and regulations promulgated thereunder, 40 C.F.R. Part 261; any substance deemed to be "oil" and/or a "hazardous material" within the meaning of the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Mass. Gen. Laws c. 21E, § 1 et seq.; as amended, and regulations promulgated thereunder, 310 C.M.R. 40.0000 et seq. (collectively, "Chapter 21E"); any substance deemed to be a "hazardous waste" within the meaning of the Massachusetts Hazardous Waste Management Act, Mass. Gen. Laws c. 21C, § 1 et seq. and regulations promulgated thereunder, 310 C.M.R. 30.0000 et seq.

B. Licensee shall provide Licensor with immediate oral notice and twenty-four (24) hours written notice after each of the following: (i) Licensee's obtaining knowledge of any release or threat of release of Hazardous Materials on, at, or from the Licensed Premises occurring during the Term of this Agreement; (ii) Licensee's receipt of any notice from any federal, state, or other governmental entity regarding any release or threat of release of any Hazardous Materials, on, at, or from the Licensed Premises during the Term of this Agreement; or (iii) Licensee's obtaining knowledge of any claims, demands, incidence of any losses, expenses, liabilities, damages, or costs by any persons, entities, or governmental entities in connection with releases or threats of releases of Hazardous Materials occurring during the Term of this Agreement.

C. Licensee represents and warrants that, with respect to releases or threats of releases of Hazardous Materials to, at, or from the Licensed Premises occurring during the Term of this Agreement which Licensee or the Licensee Parties cause or for which Licensee or the Licensee Parties are otherwise legally responsible (including without limitation the release or threat of a release caused by the acts or omissions of the employees, agents, contractors, subcontractors or invitees of Licensee or the Licensee Parties), Licensee shall provide all required notifications and shall promptly take all actions necessary and required pursuant to CERCLA, Chapter 21E and or other applicable law to abate, prevent, and eliminate the release or threat of release of Hazardous Materials.

D. Licensee acknowledges that, in entering into this Agreement, it is in no way relying upon any representations, warranties, or guarantees of the Licensor as to the source, nature, extent, location, migration, impact or effects of any Hazardous Materials in, soil,

groundwater, or surface water at or in the vicinity of the Licensed Premises, or any other matters relative thereto. The Property, including portions of the Licensed Premises, is subject to a Notice of Activity and Use Limitation dated July 1, 2002 filed and registered with the Land Registration Office of the Nantucket County Registry of District as Document No. 97803, as amended by Amendment to Notice of Activity and Use Limitation dated December 1, 2005 filed and registered with said Registry as Document No. 114784 (collectively, the "AUL"), copies of which are attached hereto as Exhibit C. Licensee covenant and agrees to comply with, and shall further ensure that the Licensee Parties comply with, the terms and conditions of the AUL. Licensee shall be responsible for the failure of any Licensee Parties to comply herewith.

E. Without limiting any other provision of this Agreement, Licensee hereby agrees to indemnify and hold harmless Licensor, its officers, directors, shareholders, employees, attorneys, representatives, agents, and assigns and all of their heirs, successors, and assigns from and against all liabilities, claims, losses, damages, injuries, reasonable costs and attorneys fees, by whomsoever asserted, and against all losses in any way suffered, incurred, or paid relative to or arising in any manner as a result of any release or threat of release of Hazardous Materials to, at, or from the Licensed Premises occurring during the term of this Agreement which Licensee or the Licensee Parties causes or for which Licensee or the Licensee Parties are otherwise legally responsible, (including the acts or omissions of employees, agents, contractors, subcontractors or invitees of Licensee or the Licensee Parties), including without limitation any such claims or losses due to alleged property damage or personal injury, or injury, destruction, or loss of natural resources (collectively, the "Environmental Claims").

F. Licensee agrees that the above indemnity and release provision survives the expiration or termination of this Agreement and extends to the respective successors and assigns of Licensor, Licensee and the Licensee Parties.

ARTICLE VII
INSURANCE REQUIREMENTS

Prior to the commencement of the Approved Activities, a Certificate of Insurance from Licensee, the Licensee Parties and any other third party contractor and/or subcontractor that perform activities on behalf of Licensee on the Licensed Premises relative to this Agreement, shall be furnished to Licensor by Licensee and the Licensee Parties in compliance with the insurance requirements set forth in Exhibit D.

NATIONAL GRID PROPERTY
VALET PARKING
LICENSE AGREEMENT

Between the Town of Nantucket
and
Mass Park d/b/a Valet Park of America, Inc.

ARTICLE VIII
GOVERNING LAW

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

ARTICLE IX
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the Parties regarding access to**,** and use and occupancy of**,** the Licensed Premises and the Approved Activities, and no amendments, additions or modifications hereto shall be valid unless in writing and signed by the Parties hereto.

ARTICLE X
BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

ARTICLE XI
RISK OF LOSS

Licensee shall bear the entire risk of loss or damage to its personal property arising out of its respective use and occupation of the Licensed Premises.

ARTICLE XII
ASSIGNABILITY AND ADDITIONAL PARTIES

This Agreement and the rights and obligations associated herewith may not be assigned or transferred by Licensee.

ARTICLE XIII
SEVERABILITY

If any provision of this Agreement shall be declared to be unenforceable in a particular jurisdiction, the remaining provisions hereof shall remain in full force and effect**,** and such unenforceability shall not affect any other provision of this Agreement, and such unenforceable provision may be modified or limited by a court of competent jurisdiction to the extent necessary to render same enforceable in such jurisdiction.

ARTICLE XIV
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and which shall constitute the same instrument.

ARTICLE XV
WAIVER

No delay or omission by either Party in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed, or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient.

If any agreement or covenant herein shall be breached by either Party and thereafter waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XVI
CONFIDENTIALITY

The provisions of this Agreement are considered confidential and Licensee and its representatives shall hold in strictest confidence all data and information obtained from Licensor or any of its agents or attorneys with respect to Licensor, the Property and/or the Licensed Premises which is not generally available to the public (the "Confidential Information"), whether obtained before or after the execution and delivery of this Agreement, and Licensee and its representatives covenant and agree not to disclose the same to others; provided, however, that it is understood and agreed that Licensee may disclose such Confidential Information to Licensee's attorney and to the extent required by statute, regulation or court order.

ARTICLE XVI
ARTICLE HEADINGS

The article headings and other titles used in this Agreement are for convenience only and shall not affect the construction of any terms of this Agreement.

NATIONAL GRID PROPERTY
VALET PARKING
LICENSE AGREEMENT

Between the Town of Nantucket
and
Mass Park d/b/a Valet Park of America, Inc.

[*signature page to follow*]

NATIONAL GRID PROPERTY
VALET PARKING
LICENSE AGREEMENT

Between the Town of Nantucket and Mass Park d/b/a Valet Park of America, Inc.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

LICENSEE:

VALET PARK OF AMERICA, INC.

By:_____
Name:
Title:

TOWN:

TOWN OF NANTUCKET

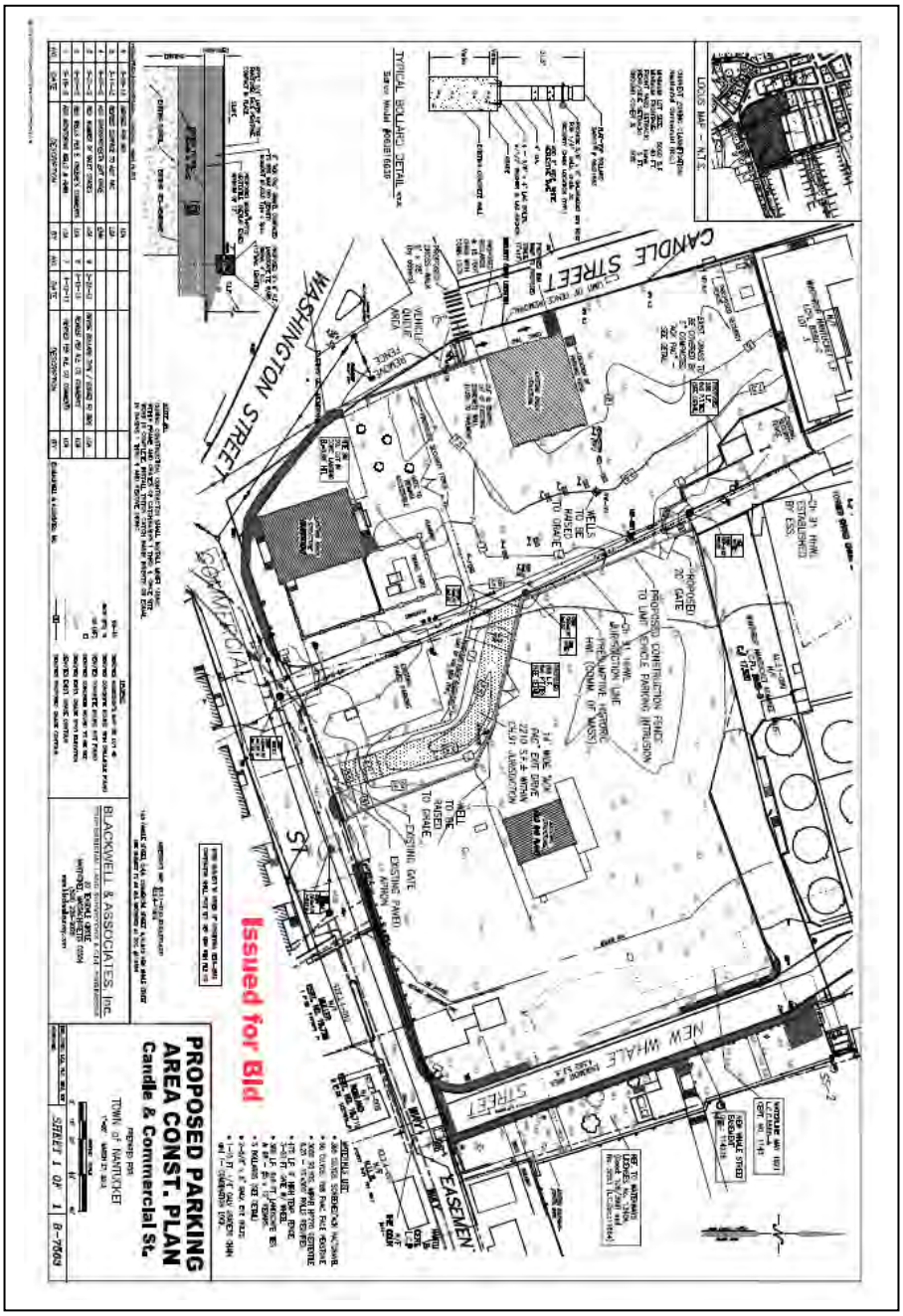
By:_____
Name: C. Elizabeth Gibson
Title: Town Manager

NATIONAL GRID PROPERTY
VALET PARKING
LICENSE AGREEMENT

Between the Town of Nantucket
and
Mass Park d/b/a Valet Park of America, Inc.

Exhibit A

Discussion Plan – Parking Schematic, Candle & Commercial St., Prepared for Town of Nantucket, dated March 27, 2013, last revised March 25, 2014 and marked up March 2017

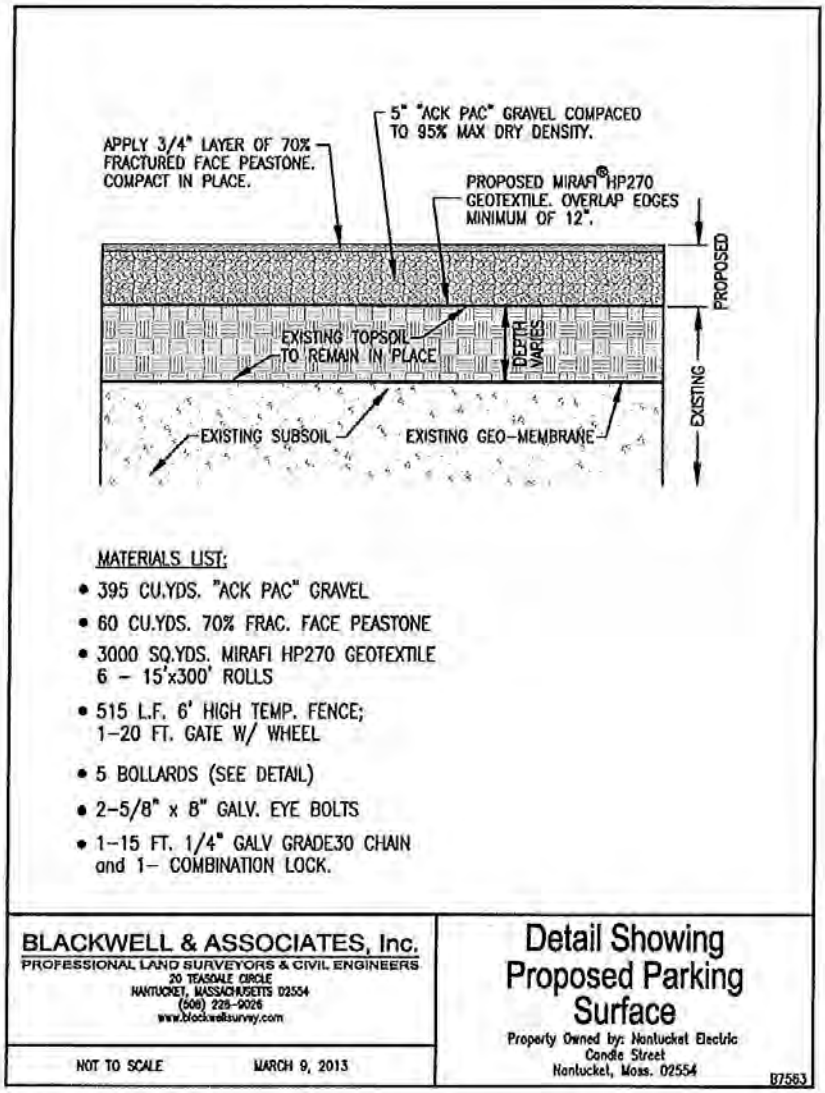


NATIONAL GRID PROPERTY
VALET PARKING
LICENSE AGREEMENT

Between the Town of Nantucket
and
Mass Park d/b/a Valet Park of America, Inc.

Exhibit B

Proposed Parking Area Const. Plan, Candle & Commercial St., prepared for Town of Nantucket, dated March 27, 2013, last revised March 25, 2014



Plans

NATIONAL GRID PROPERTY
VALET PARKING
LICENSE AGREEMENT

Between the Town of Nantucket and Mass Park d/b/a Valet Park of America, Inc.

Exhibit C

AUL

NATIONAL GRID PROPERTY
VALET PARKING
LICENSE AGREEMENT

Between the Town of Nantucket
and
Mass Park d/b/a Valet Park of America, Inc.

Exhibit D

Insurance Requirements

1. From the commencement of the Agreement, through final expiration or longer where specified below, Licensee shall provide and maintain, at its own expense, insurance policies, intended to be primary (with no right of contribution by any other coverage available to National Grid USA its direct and indirect parents, subsidiaries and affiliates including, without limitation, NEP (the "Insured Entities")), covering all Operations, Work and Services to be performed under or in connection with this Agreement, issued by reputable insurance companies with an A.M. Best Rating of at least B+, which at least meet or exceed the requirements listed herein:

   (a) **Workers' Compensation and Employers Liability Insurance** as required by the State in which the work activities under this Agreement will be performed. If applicable, coverage shall include the U.S. Longshoreman's and Harbor Workers Compensation Act, and the Jones Act. The employer's liability limit shall be at least $500,000 each per accident, per person disease, and disease by policy limit.

   (b) **Commercial General Liability (CGL) Insurance,** covering all operations to be performed by or on behalf of Licensee under or in connection with this Agreement, with **minimum** limits of:

Bodily Injury (BI)	- $1,000,000 per occurrence
Property Damage (PD)	- $ 500,000 per occurrence
OR	
Combined Single Limit	- $1,000,000 per occurrence
OR	
BI & PD per Occurrence	- $1,000,000
General Aggregate & Product Aggregate	- $2,000,000 each

- Coverage shall include: contractual liability (with this Agreement, and any associated verbal agreements, being included under the definition of "Insured Contract" thereunder), products/completed operations, and if applicable, explosion, collapse and underground (XC&U).
- If the products-completed operations coverage is written on a claims-made basis, the retroactive date shall not precede the effective date of this Agreement and coverage shall

be maintained continuously for the duration of this Agreement and for at least two years thereafter.

- Additional Insured as required in Article 3 below,
- The policy shall contain a separation of insureds condition.

(c) **Automobile Liability,** covering all owned, non-owned and hired vehicles used in connection with all operations, work or services to be performed by or on behalf of Licensee under or in connection with this Agreement with **minimum** limits of:

Bodily Injury - $500,000 per occurrence; 1,000,000 aggregate
Property Damage - $500,000 per occurrence
OR
Combined Single Limit - $1,000,000 per occurrence

Additional Insured as required in Article 3 below.

(d) **Umbrella Liability or Excess Liability** coverage, with a **minimum** per occurrence limit of $4,000,000. This coverage shall run concurrent to the CGL required in Article 1(b) above, shall apply excess of the required automobile, CGL and employer's liability coverage required in this Insurance Exhibit, and shall provide additional insured status as outlined in Article 3 below.

(e) **Contractors Pollution Liability (CPL)** covering any sudden and accidental pollution liability which may arise out of, under, or in connection with this Agreement, including all operations to be performed by or on behalf of the Licensee, or that arise out of Licensee's use of any owned, non-owned or hired vehicles, with a **minimum** liability limit of:

Bodily Injury (BI) - $1,000,000 per occurrence
Property Damage (PD) - $ 500,000 per occurrence
OR
Combined Single Limit - $1,000,000 per occurrence

This requirement may be satisfied by providing either this CPL policy, which would include naming the Insured Entities, including their officers and employees, as additional insureds as outlined in Article 3 below; **OR** by providing coverage for sudden and accidental pollution liability under the CGL and commercial automobile insurance

policies required above - limited solely by the Insurance Services Organization (ISO) standard pollution exclusion, or its equivalent.

In the event Licensee is unable to secure and/or maintain any or all of this sudden and accidental pollution liability coverage, Licensee agrees to indemnify and hold the Insured Entities harmless against any and all liability resulting from any coverage deficiency that is out of compliance with this insurance requirement.

(f) **Risk of Loss:** Licensee shall be responsible for all risk of loss to its equipment and materials, and any other equipment and materials owned by its employees or by other third parties that may be in their care, custody and control. If this coverage is excluded from the Commercial General Liability policy, then coverage will be acceptable under Licensee's property policy.

In the event that any equipment or materials (Goods) are supplied by the Insured Entities, an Insured Entities representative will provide the insurable value of the Goods to Licensee in writing, both cumulatively and on a maximum per item basis. Licensee will provide replacement cost insurance for these Goods under a blanket builder's risk policy, an equipment floater, or other equivalent coverage, while such Goods are under the care, custody and control of Licensee Such insurance shall cover all Goods outlined in the Agreement or as noted on subsequent contract amendments. The coverage limit shall apply on either a per location basis or a maximum per item basis, and shall name the Insured Entities, as a Loss Payee with respect to their insurable interest as required in Article 3 below.

(g) **Limits:** Any combination of Commercial General Liability, Automobile Liability and Umbrella Liability policy limits can be used to satisfy the limit requirements in items 1 b, c & d above. If the term of this agreement is longer than five (5) years, in the fifth year, and every five (5) years thereafter, the Commercial General Liability and Umbrella/Excess Liability insurance limits required above shall be increased by the percentage increase in the Consumer Price Index from the month the Agreement was executed to the month immediately preceding the first month of the year in which the increase is required.

2. **Self-Insurance**: Proof of qualification as a qualified self-insurer, if approved in advance in writing by an Insured Entities representative**,** will be acceptable in lieu of securing and maintaining one or more of the coverages required in this Insurance Section. Such acceptance shall become a part of this insurance provision by reference herein.

For Workers' Compensation, such evidence shall consist of a copy of a current self-insured

certificate for the State in which the work will be performed.

In order for self insurance to be accepted, Licensee's unsecured debt must have a financial rating of at least investment grade. For purposes of this section, "Investment Grade" means (i) if Licensee has a Credit Rating from both S&P and Moody's then, a Credit Rating from S&P equal to or better than "BBB-" and a Credit Rating from Moody's equal to or better than "Baa3"; (ii) if Licensee has a Credit Rating from only one of S&P and Moody's, then a Credit Rating from S&P equal to or better than "BBB-" or a Credit Rating from Moody's equal to or better than "Baa3; or (iii) if the Parties have mutually agreed in writing on an additional or alternative rating agency, then the equivalent credit rating assigned to an entity by such additional or alternative rating agency that is equal to or better than "BBB-" from S&P and/or "Baa3" from Moody's.

3. **Additional Insured and Loss Payee:** The intent of the Additional Insured requirement under the CGL, Auto, CPL, Umbrella/Excess, Aircraft and Watercraft policies is to include the Insured Entities, their directors, officers and employees, as Additional Insureds for liabilities associated with, or arising out of, all operations, work or services to be performed by or on behalf of Licensee, including ongoing and completed operations, under this Agreement. The following language should be used when referencing the additional insured status: **National Grid USA, its subsidiaries and affiliates shall be named as Additional Insured.**

   The Loss Payee language, as required in article 1.h above, shall read as follows: **National Grid USA, its subsidiaries and affiliates shall be included as a Loss Payee as their interest may appear.**

   To the extent Licensee's insurance coverage does not provide the full Additional Insured coverage as required herein, Licensee agrees to indemnify and hold harmless the Insured Entities against any and all liability resulting from any deficiency in Licensee's insurance coverage that may be out of compliance with this insurance requirement.

4. **Waiver of Recovery:** Licensee and its insurance carrier(s) shall waive all rights of recovery against the Insured Entities and their directors, officers and employees, for any loss or damage covered under those policies referenced in this insurance provision, or for any required coverage that may be self-insured by Licensee**.** To the extent Licensee's insurance carriers will not waive their right of subrogation against the Insured Entities, Licensee agrees to indemnify the Insured Entities for any subrogation activities pursued against them by Licensee's insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the Insured Entities or their employees, sub-contractors or agents.

5. **Contractors**: In the event Licensee uses contractors in connection with this Agreement, it is expressly agreed that Licensee shall have the sole responsibility to make certain that all contractors are in compliance with these insurance requirements and remains in compliance throughout the course of this Agreement, and thereafter as required. Licensee shall remain liable for the performance of the contractor, and such sub-contract relationship shall not relieve Licensee of its obligations under this agreement.

   Unless agreed to in writing the by the Risk Management Department of National Grid USA Service Company, any deductible or self insured retentions maintained by any contractor, which shall be for the account of the contractor, and shall not exceed $100,000. In addition, contractor shall name both the Licensee and National Grid USA (including their subsidiaries, affiliates, officers and employees), as Additional Insureds under the Commercial General Liability and Umbrella/Excess Liability insurance. If requested by National Grid, Licensee shall provide National Grid with an insurance certificate from its contractor evidencing this coverage.

   In the event any contractor is unable to maintain all of the same insurance coverage as required in this insurance article, Licensee agrees to indemnify and hold the Insured Entities harmless against any and all liability resulting from any deficiency in contractor's insurance coverage that may be out of compliance with these insurance requirements.

6. **Insurance Certification**: Upon execution of this Agreement, Licensee shall promptly provide National Grid with (a) **Certificate(s) of Insurance** for all coverage's required herein at the following address:

   National Grid
   Attn: Risk Management Bldg. A-4
   300 Erie Boulevard West
   Syracuse, NY 13202

   Such certificates, and any renewals or extensions thereof, shall outline the amount of deductibles or self-insured retentions which shall be for the account of Licensee. Such deductibles or self-insured retentions shall not exceed $100,000 unless agreed to in writing by the Risk Management Department of National Grid USA Service Company, whose approval shall not be unreasonably withheld, delayed or conditioned.

   Licensee shall provide National Grid with at least 30 days prior written notice of any cancellation or diminution of the insurance coverage required in this insurance article.

7. **Insurance Obligation:** If any insurance coverage is not secured, maintained or is cancelled

and Licensee fails immediately to procure other insurance as specified, National Grid has the right, but not the obligation, to procure such insurance and to invoice Licensee for said coverage.

8. **Incident Reports:** Licensee shall furnish the Risk Management Department of National Grid USA Service Company with copies of any non-privileged accident or incident report(s)(collectively, the "Documents") sent to Licensee's insurance carriers covering accidents, incidents or events occurring as a result of the performance of all operations, work and services to be performed by or on behalf of Licensee under or in connection with this Agreement, excluding any accidents or incidents occurring on Licensee property. If any of the National Grid Companies are named in a lawsuit involving the operations and activities of Licensee associated with this Agreement, Licensee shall promptly provide copies of all insurance policies relevant to this accident or incident if requested by National Grid. However, in the event such Documents are deemed privileged and confidential (Attorney Client Privilege), Licensee shall provide the relevant facts of the accident or incident in a format that does not violate such Attorney Client Privilege.

9. **Other Coverage**: These requirements are in addition to any which may be required elsewhere in this Agreement. In addition, Licensee shall comply with any governmental site specific insurance requirements even if not stated herein.

10. **Coverage Representation:** Licensee represents that it has the required policy limits available, and shall notify National Grid USA Service Company's Risk Management Department in writing when the minimum coverage's required in this article herein have been reduced as a result of claims payments, expenses, or both. However, this obligation does not apply to any claims that would be handled solely with in Licensee's deductible or self-insured retention.

11. **Responsibility:** The complete or partial failure of the Licensee's insurance carrier to fully protect and indemnify the Insured Entities per the terms of the Agreement, including without limitation, this exhibit, or the inadequacy of the insurance shall not in any way lessen or affect the obligations of the Licensee to the Insured Entities.

12. **Coverage Limitation**: Nothing contained in this article is to be construed as limiting the extent of the Licensee's responsibility for payment of damages resulting from all operations, work and services to be performed by or on behalf of Licensee under or in connection with this Agreement, or limiting, diminishing, or waiving Licensee's obligation to indemnify, defend, and save harmless the Insured Entities in accordance with this Agreement.

BROAD STREET
VALET PARKING
LICENSE AGREEMENT

Between the Town of Nantucket
and
Mass Park d/b/a Valet Park of America, Inc.

This one-year License Agreement (this "License") is entered into on this 13th day of May 2020, by and between the **Town of Nantucket** (the "Town"), a Massachusetts municipal corporation acting by and through its Board of Selectmen, having an address of 16 Broad Street, Nantucket, MA 02554, and **Mass Park, Inc d/b/a Valet Park of America** ("Licensee"), having an address of 185 Spring Street, Springfield, MA 01105, doing business as Valet Park Of America.

Whereas, the Town has control of Broad Street, a public way in the Town of Nantucket, and the parking spaces thereon; and

Whereas, the Town is willing to allow Licensee the right to use three (3) parking spaces located in front of 16 Broad Street for valet parking purposes on the terms and conditions set forth herein; and

Whereas, the Town has control of Upper Parking lot at Jetties Beach, a public parking lot in the Town of Nantucket, and the parking spaces thereon; and

Whereas, the town is willing to allow the Licensee the right to use up to forty-five (45) spaces in the Upper Parking Lot of Jetties Beach for the purposes of valet parking; and

Now, therefore, for good and valuable consideration, the parties agree as follows:

1. USE, PURPOSE, TERM. The Town hereby grants Licensee and its agents, representatives, and employees the exclusive right to pick-up and drop-off vehicles ONLY on three (3) parking spaces on the portion of the Property that is in front of the Town Building at 16 Broad Street, which parking spaces are shown as "Valet Licensed Parking Area" (the "Licensed Premises") on the sketch plan attached hereto as Exhibit A, during the Permitted Hours (defined in Section 4). The Licensed Premises shall be used by Licensee solely to provide valet parking services for Licensee's customers and invitees. The Town shall have the right to relocate the Licensed Premises at other locations on Broad Street, provided that Licensee is given at least three (3) days prior notice thereof.

Furthermore, the Town hereby grants Licensee and its agents, representatives, and employees the exclusive right to valet park vehicles ONLY on forty-five (45) parking spaces on the portion of the Property that is known as the Jetties Beach Upper Parking Lot, which parking spaces are shown as "Valet Licensed Parking Area" (the "Licensed Premises") on the sketch plan attached hereto as Exhibit A, during the Permitted Hours (defined in Section 4). The Licensed Premises shall be used by Licensee solely to

provide valet parking services for Licensee's customers and invitees. The Town shall have the right to relocate the Licensed Premises at other locations on Broad Street, provided that Licensee is given at least three (3) days prior notice thereof.

Such entry and use by the Licensee may be exercised from the date of the execution of this License and shall continue until September 30, 2020, unless sooner terminated in accordance with the provisions of Section 7 below. Such entry and use shall be further limited by the provisions of Section 4. Further, such use shall be permitted only from June 15 to September 30 during the term.

2. CONSIDERATION. During the term of this License, Licensee shall pay the Town a fee equal to five hundred ($500) (the "License Fee"), which License Fee shall be made payable upon execution of this agreement. As further consideration for this License, Licensee shall observe and perform all the obligations and covenants set forth within this License to the reasonable satisfaction of the Town.

3. RISK OF LOSS. Licensee acknowledges and agrees that it accepts the Property, including the Licensed Premises, in its "AS-IS" condition, and that the Town has made no representation or warranty regarding the fitness thereof. The Town is not responsible for the security of the Property, providing or paying for any utilities to the Property, or for the maintenance and repair of the Property, including, without limitation, removing snow and ice therefrom. The Town shall not be liable to Licensee or its employees, agents, representatives, customers or invitees, or anyone claiming by, through or under Licensee (collectively, with Licensee, the "Licensee Parties"), for any injury or death to persons on or around the Property, or loss or damage to any and vehicles, equipment or other property that are brought upon the Licensed Premises pursuant to the License, except if such injury, death, loss or damages is caused directly by the gross negligence or willful misconduct of the Town, or its employees, agents or representatives. The provisions of this Section shall survive the expiration or termination of this License.

4. LICENSED PREMISES; CONDUCT. Licensee shall, at the Town's request, place signs on the Licensed Premises or adjacent areas to indicate they are for Licensee's exclusive use, which signs shall comply with the Town's bylaws, if applicable, and be reasonably acceptable to the Town. This is a one-year license agreement effective June 15, 2020 through September 30, 2020. Licensee shall have the right to use the Licensed Premises every day during the term hereof only during the hours of 5:00 p.m. to 2:00 a.m., except when the Licensed Premises are unavailable for street cleaning, snow clearing and/or during snow emergencies or when the Property is otherwise closed to the public (the "Permitted Hours"). Licensee can decrease hours or days of operations with Town approval based on demand.

Licensee shall not not permit any of the Licensee Parties to park vehicles on the Licensed Premises overnight, store any equipment or other property within the Licensed Premises, park any commercial vehicles, large trucks, trailers, boats or off-road vehicles on the Licensed Premises, or clean or repair any vehicle while on the Licensed Premises. Licensee shall be responsible for removing any vehicles parked and/or equipment stored on the Licensed Premises in violation of the terms hereof, at its sole cost and expense. If Licensee fails to remove such vehicles or other property within one hour after the Town has notified Licensee of the same, which notice may be oral or written, the Town may, at Licensee's sole cost and expense, tow the vehicles to a public parking lot or remove equipment to a location of its choice. The Town shall not be responsible for any damage occurring to vehicles or other property resulting from such removal.

Licensee shall provide personnel qualified to provide valet services. Licensee's personnel shall have valid drivers' licenses and wear a uniform or identification badge to show they are Licensee's employees. Licensee shall conduct pre-employment criminal background checks, drug tests, and motor vehicle record checks to insure that employees are suitable for the permitted use. Licensee shall provide one (1) on-site manager, subject to the approval of the Town. Licensee shall be responsible for the hiring, terminating, training and supervision of all employees required for the operation of the valet service. Licensee shall provide the Town with documentation of initial and continual training schedules.

Licensee agrees that it shall at all times conduct itself so as not to unreasonably interfere with the use of the Property by others or the operations of the Town. Licensee shall comply with any and all applicable laws, statutes, ordinances, regulations and permitting or licensing requirements and observe all reasonable rules and regulations that may be established by the Town from time to time relating to the use of or access to the Licensed Premises. Licensee shall, at the Town's reasonable request and at Licensee's cost, take such measures reasonably necessary to ensure the safety of others using the Property. Licensee shall promptly repair any damages caused by or resulting directly or indirectly as a result of the acts or omissions of the Licensee Parties, at its sole cost and expense.

Other than the signs that Licensee may place adjacent to the Licensed Premises in accordance with the terms hereof, Licensee shall not construct, install or place any other temporary or permanent buildings, structures, utilities, objects, equipment or other property in, on, under, over or across the Licensed Premises, or make any improvements to the Licensed Premises, without the Town's prior written consent, which may be exercised in the Town's sole discretion. Licensee shall not bring upon the Licensed Premises any oil or any other hazardous substance or hazardous material, as defined under any existing or future arising statutory law, and any rules and regulations promulgated thereunder, or common law ("Hazardous Materials").

5. INDEMNIFICATION. Licensee shall defend, indemnify, and hold harmless the Town from any and all liability, loss, damage, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature whatsoever, in law and equity, which are or may be brought against the Town or its agents, employees, successors and assigns arising out of or relating to: (1) the discharge, release or threatened release at or from the Licensed Premises of any Hazardous Materials that is caused by any of the Licensee Parties, (2) any failure on the part of Licensee to comply with any provision or term required to be performed or complied with by Licensee under this License, and (3) 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 of the Licensee Parties. The obligations of this Section shall survive the expiration or termination of this License.

6. INSURANCE. Licensee shall maintain public liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Licensee under the terms and conditions of this License to defend, indemnify, and hold harmless the Town: General Liability: $1,000,000.00/occurrence, $2,000,000.00/aggregate; Bodily Injury Liability: $1,000,000.00/occurrence, $2,000,000.00/aggregate. Licensee shall also maintain workers compensation insurance, as required by law.

Prior to entering the Licensed Premises for any reason, Licensee shall provide the Town with a copy of such insurance policy in each case indicating the Town is an additional insured on the policy and showing compliance with the foregoing provisions. The insurance coverage required hereunder shall be issued by insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of B+ or better. 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.

To the extent possible, Licensee shall obtain, for each policy of insurance secured by it, provisions permitting waiver of any claims against the Town for loss or damage within the scope of the insurance, and Licensee, for itself and its insurers, waives all claims against the Town as to such claims covered by such insurance.

7. TERMINATION and REVOCATION. This License may be revoked by either party upon written notice of revocation at least thirty (30) days prior to the termination date stated within said notice. Notwithstanding the foregoing, the Town shall have the right to terminate this License (a) by giving Licensee ten (10) days prior written notice thereof if Licensee fails to pay the License Fee when due or comply with any other material term of this License, provided that the notice of termination shall be void and of no further effect if Licensee cures such default within the aforesaid ten (10)-day period, and (b) immediately by written or oral notice, if Licensee is involved in accidents resulting in property damages or personal injury, regardless of fault, or Licensee's use of the Licensed Premises causes traffic jams or otherwise interferes with the use of the Property, at the Town's discretion.

At the expiration of this License or its prior termination, Licensee shall forthwith remove all vehicles from the Licensed Premises, remove Licensee's signs and any other personal property upon or adjacent to the Licensed Premises, and repair any damage caused by any of the Licensee Parties. If vehicles and/or signs or other personal property are not removed from the License Premises or adjacent areas within twenty-four (24) hours of expiration or termination, they shall be deemed abandoned and shall become the sole property of the Town. This obligation shall survive the expiration or termination of this License.

8. 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.

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 Licensed Premises, 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) This License shall not be transferred or assigned to any person, other than, with ten (10) days prior notice to the Town, to a Massachusetts corporation formed by the individuals named above, without the prior written consent of the Town, which may be withheld in its sole discretion.

(f) 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.

(g) 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.

(h) 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.

(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.

10. CORONAVIRUS RESPONSE. Licensee must provide a written plan to the Nantucket Public Health Director to address Center for Disease Control, state and local requirements to prevent the spread of the COVID-19 virus. This plan must be approved by the Town's Public Health Director in writing before providing valet services.

[signature page follows]

The parties hereto have caused this License Agreement to be executed on this 14th day of June, 2019.

TOWN: ***Town of Nantucket****, by its Town Manager*

By: _____
C. Elizabeth Gibson, Town Manager

LICENSEE: ***Mass Park, Inc d/b/a Valet Park of America***

By: _____
Name: TIMOTHY P. GRANEY, VP of OPERATIONS

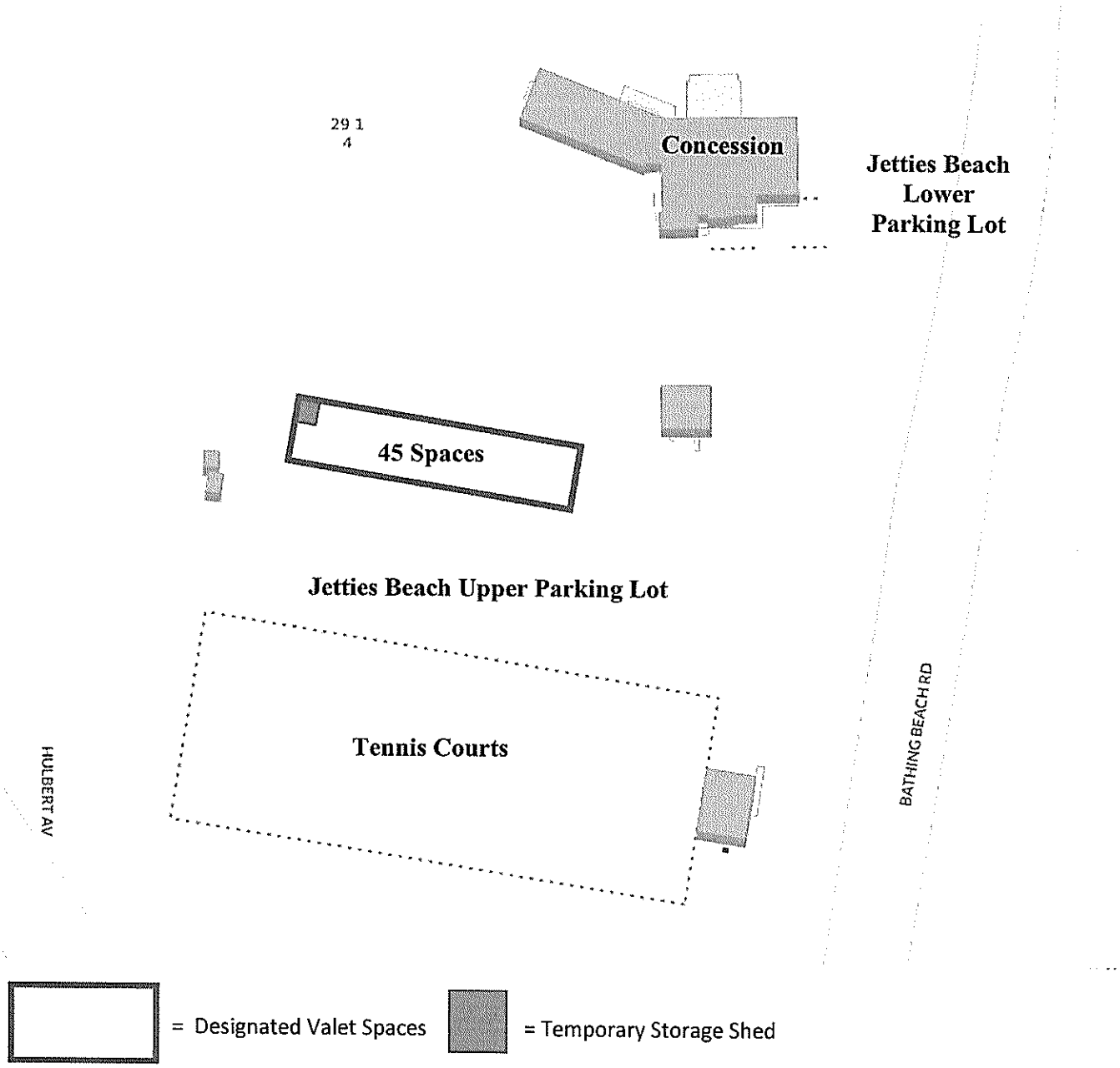
EXHIBIT A

2020 Valet Parking Licensed Area

Jetties Beach Upper Parking Lot

5:00PM-2:00AM Daily June 30-September 30

Assessor's Map 29 1 (partial – 45 parking spaces as shown on map and temporary shed)

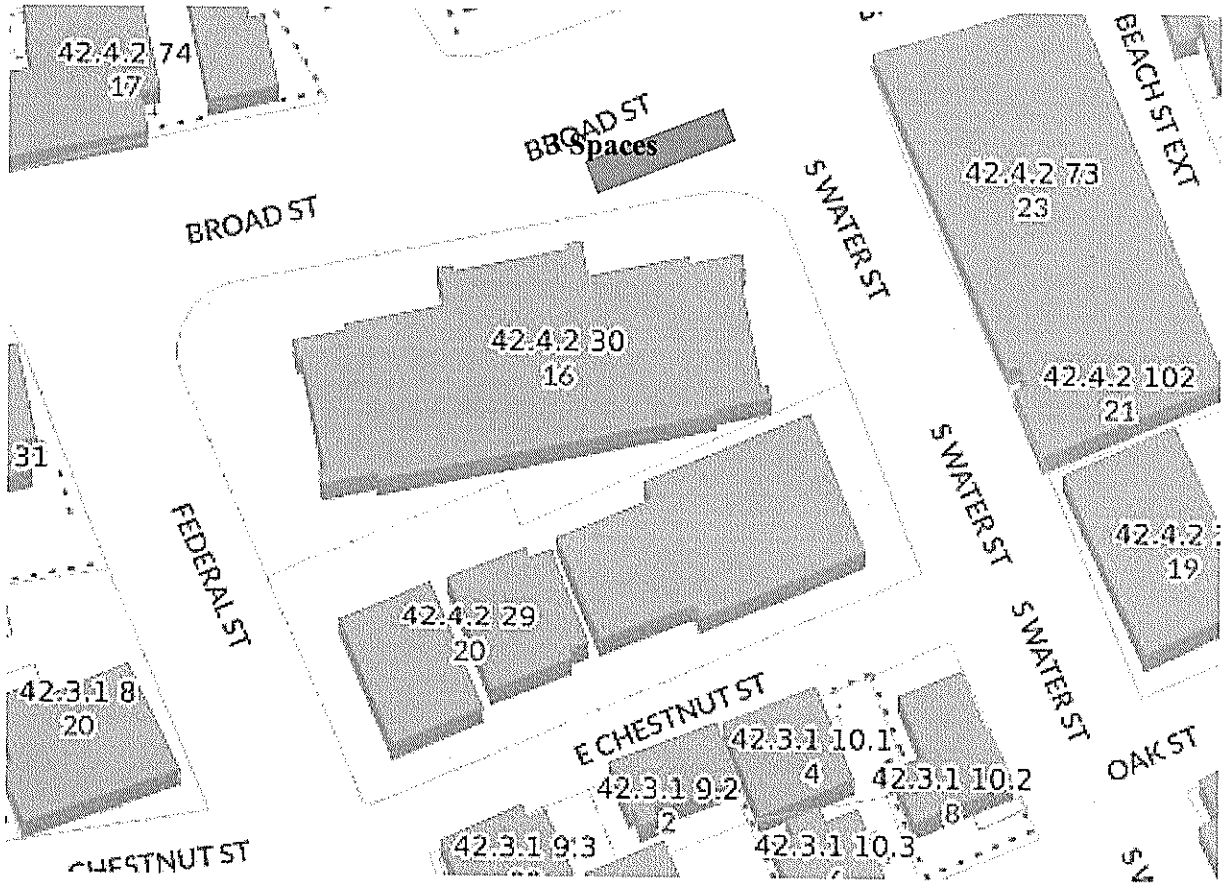


2020 Valet Parking Licensed Area

Broad Street

5:00PM-2:00AM Daily June 30-September 30

Assessor's Map 42.4.2 30 (3 Parking Spaces on south side of Broad Street)



= Drop-Off/Pick-Up Area

Agenda Item Summary

Agenda Item #	VIII. 2.
Date	10/28/2020

Staff

Libby Gibson, Town Manager; Jeff Carlson, Natural Resources Director; Ken Beaugrand, Real Estate Specialist

Subject

Review of SBPF Work Group Report with Select Board

Executive Summary

In February 2020, the Board established a work group comprised of the Town Manager, NRD Director, Real Estate Specialist, Select Board Member Fee and ConCom Chair Ashley Erisman with assistance from Town Counsel, to open a dialogue with SBPF representatives to explore options to avoid on-going litigation that could be acceptable to all parties.

Staff Recommendation

See Work Group Memo and background material, attached

Background/Discussion

The Work Group met throughout the spring, summer and into the fall and most recently collaborated to produce the attached Memo.

Impact: Environmental ☒ Fiscal ☒ Community☒ Other☐

Click or tap here to enter text.

Board/Commission Recommendation

N/A – Feedback sought from the Select Board on the Memo before it is reviewed with the Conservation Commission in November.

Public Outreach

N/A

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

While not a "Town" project, there is a connection to the Coastal Resilience Advisory Committee's interim policy for applicable projects on which sea level rise could have an impact (attached)

Attachments

Outline from Town Counsel of SBPF Project History

Memo from Work Group

8/24/20 Letter from SBPF to Town Counsel

Most recent MOU and Amendment between Town and SBPF for erosion control project

License agreement between Town and SBPF allowing the project on Town property

Coastal Resilience Advisory Committee Interim Policy

KP | LAW
The Leader in Public Sector Law

T: 617.556.0007 F: 617.654.1735
101 Arch Street, 12th Floor, Boston, MA 02110

TO: Select Board (***By Electronic Mail Only)***

FROM: Town Counsel

RE: Reference Outline for Sconset Bluff Update and Discussion

DATE: October 22, 2020

July, 2013	MOU between then-Nantucket Board of Selectmen and SBPF. Calls for 3- phase rock revetment project, phase 1, 1,500 feet between 75 and 119 Baxter Road, phase 2, 2,500 foot expansion further south, and phase 3, relocation of Baxter Road if necessary due to further coastal erosion.
October, 2013	Amendment to July, 2013 MOU. Calls for revised project for 85-107A Baxter Road, to address imminent danger of breach.
November, 2013	License Agreement Between BOS, SBPF and property owners 85-107A Baxter Road, assenting to use of project area if project permitted by Conservation Commission.
December, 2013	Emergency Certification permitting 3 tier geotube structure at 87-105 Baxter Road, resulting in initial project construction, Winter, 2013-14.
June, 2014	Commission denies Order of Conditions permitting 3 tier (and proposed addition of 4th tier) project on Notice of Intent required notwithstanding issuance of Emergency Certification. SBPF appeals local bylaw denial to Nantucket Superior Court, and appeals denial under Massachusetts Wetlands Protection Act to MassDEP.
December, 2014	MassDEP issues Superseding Order of Conditions permitting 3 tier geotube project with 4th tier added in sections. Commission appeals Superseding Order to MassDEP. Representatives of BOS, Commission, and SBPF subsequently reach agreement to return to Commission on new Notice of Intent while appeals remain pending, with appeals to be dismissed in event Commission approves new notice.
May, 2015	MOU for Alternative Access to North End of Baxter Road. Provides agreed compensation awards for takings necessary to provide alternative access, to be funded through betterment assessments to affected property owners in event of breach causing loss of access to those properties (namely, 87-122 Baxter Road, including lighthouse). To be used as "last resort" and only when "all reasonable efforts to save Baxter Road in

	accordance with all applicable regulatory requirements have failed." Owners benefiting from agreement to provide One Big Beach Easement.
September, 2015	Commission grants Order of Conditions permitting 3 tier geotube project (with 4th tier sections) at 87-107A Baxter Road. This is the 947 foot project still in place. SBPF agrees it shall not seek approval for an expansion project until January, 2018, and that no expanded project shall be constructed, in the event permitted, prior to September, 2018.
November, 2016	One Big Beach Easement to Town fully executed by owners of 85-107A Baxter Road, and duly registered.
June, 2019	Commission denies approval of expansion project, resulting in further court and administrative appeals, noted below.
January, 2020	MassDEP issues superseding Order of Conditions allowing expansion project between 63 and 117 Baxter Road, for a total addition of 2,700 feet to the existing 947 foot project.
October, 2020	There are currently three pending appeals between SBPF and the Commission: 1) SBPF's appeal of the Commission's local bylaw decision to Nantucket Superior Court; 2) Commission's appeal to MassDEP of Superseding Order of Conditions; 3) SBPF's appeal to MassDEP seeking amendment of the Superseding Order to the extent it denies expansion to lots allegedly not covered by SBPF's application. The MassDEP appeals are stayed pending resolution of the local bylaw appeal, which will be decided on cross-motions for judgment on the pleadings after a hearing.

736800/19705/0152

M E M O R A N D U M

Final Draft for Review with Select Board

Signatures Pending

Date: October 15, 2020

To: Nantucket Select Board
Nantucket Conservation Commission

From: Sconset Bluff Erosion Protection – Working Group

Subject: Sconset Bluff Erosion Extension Project

Introduction

This is a status report to the Nantucket Select Board, the Nantucket Conservation Commission, and the public, concerning discussions of a Working Group which has been meeting remotely to explore the possibility of agreement in lieu of continued litigation over issues related to the proposed Sconset Bluff erosion control expansion project. The Working Group is comprised of the following individuals:

Libby Gibson, Town Manager
Matt Fee, Select Board Member
Ken Beaugrand, Town Real Estate Specialist
Ashley Erisman, Conservation Commission Chair
Jeff Carlson, Natural Resources Director
Josh Posner, Sconset Beach Preservation Fund
Amos Hostetter, Sconset Beach Preservation Fund
Dwight Dunk, Epsilon Associates
Bob Felch, 'Sconset Resident

Counsel for SBPF and the Town also attended and participated in the discussions.

This memo presents a draft understanding developed by the Working Group and seeks your review and comment. It contains many elements that are only agreeable if accepted as a package. Given the intensive scrutiny of this important initiative, the process of developing this package of ingredients is an unusual one.

The Project – a proposed extension of the existing geotube array and sand template providing continuous erosion protection from 59 Baxter Road to 119 Baxter Road – has reached an impasse, and is the subject of litigation.

The Select Board and SBPF agreed, in March 2020, to form a Working Group, to work toward a collaborative and successful agreement in lieu of litigation, in light of the successful and mutually beneficial agreements the parties had been able to achieve previously.

1. The Working Group began its work in a positive light, with an agreed underlying premise. The previous vote to deny the proposed extension at the ConCom was decided on a 4-3 vote based on certain specific regulatory and technical issues that were unresolved. With some revisions and compromises along with the consideration for the issues addressed by DEP's Superseding Order, a new vote could result in an approval.

2. Many benefits have been achieved with the existing 950-foot project (from 87 to 105 Baxter Road) including:

    a. preventing further erosion along this reach of bluff and thereby protecting Baxter Road and infrastructure in the road from what in 2013 had been an expected closure;

    b. protecting homes present along the top of the bluff, included re-vegetation of the exposed bluff face, a public vista at 87 Baxter Road at the viewing area;

    c. The required nourishment program has been designed, reviewed, permitted, and maintained over 7 storm seasons in a best effort to provide the amount of sediment calculated from the historic rate of natural bank erosion. The required monitoring carried out in conformance with the Order of Conditions helps ensure that any adverse impacts related to the project are discovered. No adverse impacts have occurred to date. Any adverse impacts would be cause for immediate action to be taken to mitigate any impacts and to prevent similar impacts in the future.

3. The bluff walk and Baxter Road access to the lighthouse and the village continue to be a major tourist destination and recreational resource for Sconset and the whole island.

Members of the Working Group agree litigation is burdensome and divisive for our small island community and it is far better to find a way to compromise and work together than to fight in court or in state administrative agencies for the chance of an all-or-nothing result, or a compromised result which does not adequately serve local interests and environmental concerns. The Working Group believes that an accord can be found that adheres to each party's principles and is consistent with applicable laws and regulations.

Coastal resiliency, community adaptation and shoreline protection are critically important issues facing the island. As sea levels rise, our island community will increasingly face decisions about protecting critical portions of the shoreline while still preserving the island's character. The Working Group believes a balanced, well-designed erosion protection project and long-term community adaptation planning on the Sconset Bluff can achieve both. During one visit members of the group observed literally hundreds of people walking, running, and biking to Sankaty Light. The idea of removing the existing project while it is functioning successfully and thereby abandoning this resource and letting the historic neighborhood wash away into the ocean is not within the best interest of any party. A more developed neighborhood adaptation plan to guide future actions in the event that the erosion protection system is no longer working successfully will be an element of this agreement.

The proposal will include a clarifying statement that the Working Group acknowledges that it is not economically feasible for SBPF to continue to maintain the existing project without a clear understanding of an ongoing plan to protect the rest of the endangered homes. The Working Group

agrees that future protection of at-risk residential homes and Baxter Road itself will be covered and facilitated by this agreement.

This status report summarizes the work done over four remote meetings held on Zoom and many individual sessions. We are optimistic that we have found a framework that can have broad support in the Town and protect existing homes, infrastructure along Baxter Road and the beaches below to the extent possible.

The Working Group's purpose was to develop a comprehensive agreement to:

1. settle pending litigation and appeals to wetland permit decisions by the Commission and DEP;
2. develop a long-term plan to address the integrity of the neighborhood that may utilize coastal engineering structures in qualifying areas as part of a comprehensive plan;.
3. put in place clear benchmarks for assuring that if harm to others appears in the future, corrective action including the potential removal of the project will occur in a timely manner;
4. confirm benchmarks and maintenance procedures that, if met, make it clear that the project may remain in place; and
5. improve and clarify enforcement criteria.

Request: the Working Group is asking the Conservation Commission, given its critical role in resolving this issue, if this planning and initiative and direction will be supported by the Commission.

Revised Bluff Protection Plan

The following presents the outline of the revised agreement relating to the extension of the geotube project:

1) Break the construction of the geotube array along the coastal bank (bluff) into three additional phases. Upon completion of all phases the geotubes would extend north from the existing geotube array to the end of Baxter Road and south from the existing array to where the dune has been washed away and the toe of the bluff has begun to erode. The three phases would be:

    - Phase 1: 119 Baxter (the north end of the road adjacent to the lighthouse south to the existing project, and then south to 71 Baxter (Bayberry Lane). It should be noted that additional funding from sources yet to be identified will be needed in order to build the northern segment of Phase 1. (See Attachment Y)

    - Phase 2: 71 Baxter south to 63 Baxter. This phase would be allowed once the long-term off-shore sand source is permitted and secured. It is expected that this may take up to 2-3 years.

    - Phase 3: South from 63 Baxter to the point where erosion has advanced defined as: permanent loss of coastal dune and erosion observed on the bluff, based on objective criteria determined by professionals.

2) Template Management – Rather than establishing an average volume of sand mitigation to be supplied along the entire length of the project, the Working Group adopted the idea of breaking this into four "reaches" or segments to better match natural sand movements along the shoreline and so that the appropriate sand volume could be supplied and managed in each area—more sand where erosion is more intense and less where less sand washes away. In addition, an annual volume of sand would be provided for each constructed reach in accordance with the method used by the ConCom and DEP for coastal protection projects. See Attachment X for a more detailed description of the revised sand mitigation system. The sand mitigation program will still require Conservation Commission review and approval.

3) Project Monitoring – The proposed monitoring program would continue to include quarterly surveys for three years beginning upon construction completion shifting to twice-a-year as long as no harmful impacts are occurring, enhanced visual inspections, higher sand quality standards and is consistent with and more robust than the DEP the guidance for similar projects. Any monitoring program will still require Conservation Commission review and approval.

4) Establishing a sustainable off-shore sand resource - SBPF commits to establishing and funding, in conjunction with Town support, an offshore sand source to provide adequate clean sand for this project and other on-island coastal projects at a reasonable cost. The Town's role consists of permitting support and making available an appropriate area for storage of off-shore sand. Elements of sourcing offshore sand may be subject to Commission jurisdiction and the Select Board considers this as an essential element of this project. Resolving the source and manner of delivering sand is agreed to be critical to the project's long-term sustainability and local support.

Compliance with Wetlands Protection Act and Local Bylaw

In addition to providing broad community benefits, the proposal needs to meet regulatory standards established in the Nantucket Wetlands Protection Bylaw (to administer Town of Nantucket Bylaw Chapter 136) and the Massachusetts Wetlands Protection Regulations (310 CMR 10.00). The Working Group has reached a stage where a public dialogue directly with the Conservation Commission would be useful and instructive as to whether a revised project as described in this report stands a reasonable chance of approval.

Next Steps

1) Receive input from the Commission to facilitate finalizing the Working Group's agreement.
2) Prepare a Memorandum of Understanding ("MOU") similar to the 2013 MOU outlining the agreement concluded by the parties.
3) Develop the framework for evaluating risk within threatened areas and determining what actions if any can help adapt properties to changing conditions or what level of protection is necessary.
4) Develop details and advance a formal application to secure required permits and approvals from the Town of Nantucket and DEP.
5) Receive commitments from Town leaders to support the proposal to secure permits and approvals from the Town of Nantucket.
6) With the support from the Commission and Select Board, engage in discussions with DEP to secure their approval under the WPA.

Conclusion

SBPF appreciates the decision of the Select Board to undertake an effort at continuing with a successful public/private partnership through the efforts of the Working Group.

The Working Group agrees:

- there is more work to do to establish the community benefits envisioned (See Attachment Y),
- a continuation of the good will and cooperative spirit that has characterized the work to date,
- will accomplish a settlement proposal that meets and facilitates moving beyond this long-running controversy,
- meeting each parties' objectives and achieving a level of mutual understanding.

Nantucket is a special place and we believe we are far better off working to understand each other, compromising and working together when it is possible and in our mutual interest to do so.

Signatures of members of the Working Group:

Matt Fee, Select Board Member
Ashley Erisman, Conservation Commission, Chair
Libby Gibson, Town Manager
Ken Beaugrand, Town Real Estate Specialist
Jeff Carlson, Natural Resources Director
Josh Posner, Sconset Beach Preservation Fund Representative
Amos Hostetter, Sconset Beach Preservation Fund Representative
Dwight Dunk, Epsilon Associates
Bob Felch, 'Sconset Resident

Attachment X
Summary of Three Key Issues
September 4, 2020

The Working group is in the process of working out a comprehensive resolution of the Sconset Bluff Erosion project. It is important to determine whether the Conservation Commission is supportive of the following aspects that are within its jurisdiction. While the specifics below are the conditional proposal of SBPF (subject to a comprehensive agreement), they are the result of extensive advice and discussion within the Working Group aimed at identifying terms that members believed were reasonable and would have a good chance of being approved by the ConCom. In most cases the details have been worked out jointly by the SBPF consultants and Town staff.

- Eligibility of lots for protection by CES (coastal erosion structure)
- Mitigation sand volumes
- Project monitoring

Eligibility of lots for protection by a CES:

SBPF submitted additional supporting materials and analysis during the Working Group meetings concerning the eligibility of Lots 119 through 59 for protection by a CES, which will be provided to the Commission in advance of any publicly noticed agenda item. SBPF believes that this supporting material confirms the eligibility of all lots for protection.

Mitigation Sand Volumes:

Based on discussion and suggestion by the Working Group, SBPF reviewed the full-length project area (SE48-2824 and SE48-3115 project areas) and divided it into segments (or reaches) to assess the volume of sand contributed off the unprotected Coastal Bank – contribution volume was calculated for each reach based on the documented rate of bank retreat, bank height and reach length. That was presented to the Working Group in a letter to Town Counsel dated August 24, 2020. Based on the analysis presented in the letter the following is proposed by SBPF:

1. Construction of the CES will include placing an initial volume of sand to cover the geotubes that correlates to 22 cy of sand per linear foot of CES (cy/lf). That is referred to as the initial sand template.

2. Sand on the face of the geotubes is readily available to contribute sand to the littoral system during storms. The sand on top of the geotubes is an on-site stockpile available to re-cover exposed geotubes after erosion events.

3. Annually, before the beginning of the next storm season the annual sand contribution will be added to the template.

Reach	Lots	Length (ft)	Annual Contribution (cy/lf)
1	117-107	730	6.8
2	105-85	1,280	12.1
3	83-71	940	7.1
4	69-59	680	2.3
		3,630	

Project Monitoring:

- There was considerable discussion about the frequency of shoreline surveys necessary to generate meaningful data for effective monitoring with SBPF asserting that no meaningful improvement in data is generated by quarterly versus twice-a-year surveys. However, in order to reach consensus on the proposed monitoring regime, and in order to accept the level of coastal surveys desired by members of the Working Group, SBPF agrees to perform these surveys to be conducted on a quarterly basis, as is the current standard, for three years beginning upon completion of newly constructed portions of the project. After three years of monitoring assuming no adverse effects attributable to the CES are observed at the adjacent beaches, shoreline monitoring will be reduced to twice-a-year.

- In order to make ongoing monitoring of sand volumes on the template more transparent, "grade stakes" will be installed in appropriate locations (one per reach) to allow for visual monitoring of the approximate amount of sand on the template throughout the year. This will allow SBPF, the Commission staff, and the general public to observe the sand depth on the template in real time.

Attachment Y

Key Elements of Framework Agreement that Provide Other Important Benefits to the Town

The framework for settlement being developed by the Working Group combines a series of short-term and long-term agreements that, when combined with some revisions to the proposed geotube expansion project that could be approved by the ConCom, provide significant Town benefits. In addition, the framework serves as a model for addressing the issues of coastal protection that will inevitably occur elsewhere on the island.

The following are some of the key elements being discussed within the Working Group that we believe can be refined and resolved.

- Protect and enhance the bluff walk and recreational access to Sankaty Light.
- Clarify and resolve permanent beach access even as continued erosion changes area land forms and property lines through voluntary agreements with property owners, such as One Big Beach easements, and other techniques.
- Establish, via ConCom, improved oversight and clear, objective physical benchmarks for determining ongoing success or failure of the project that then trigger specific future actions.
- In addition to continued funding of existing structure, new financial resources would be provided by permitted coastal protection projects to support the Town in staffing improved project oversight and management.
- SBPF and the Town will engage in best efforts to mobilize financial support from community institutions and individuals to fund the gap between the costs of protecting the northern portion of the project and funds available from property owners where many vacant lots and few homes remain.
- A clear, back-up system and protocol for cooperatively arranging any needed road and utility adjustments in the future between Town and local property owners when and if the benchmarks are triggered and the project is no longer successfully protecting the bluff from erosion. The Working Group recognizes that the parties have different expectations regarding the likely viability of erosion protection provided by the geotubes. SBPF believe that system will be effective for many decades; project critics believe it can be maintained in accordance with the agreed standards for a far shorter time period before it shows negative impacts on others or fails to preserve a fronting beach. However, with agreement on the actions to be taken when and if the failure criteria are triggered, all parties can feel confident that whatever the actual timeframe of viability turns out to be in reality, the project will be allowed to remain in place only as long as it operates as agreed.
- Phasing construction of geotube expansion tied to accomplishment of specific benchmarks including permitting and implementation of a sustainable sand source.
- Creating a sustainable long-term source of offshore sand to meet the project's need for sand mitigation, and potentially for use by other Town and coastal protection needs.
- Conversion of current or future unbuildable vacant lots for improved recreational use and potential expansion of the bluff walk.

The Working Group recognizes that some elements above involve actions that would be only taken in response to future events that may be many years in the future. For example, if erosion proceeds in mid-Baxter to the point where oceanside homes are removed and the road itself is closed, depending on where the closure actually occurs, a relocated roadway may be required. While it is not practical at this time to define the needed relocation of infrastructure, SBPF will use its best efforts in conjunction with other Sconset community organizations to work cooperatively with the Town and local property owners to work out reasonable solutions, as was done with the existing alternative access route for northern Baxter near Sankaty Light.

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Glenn A. Wood
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Confidential Correspondence- Advanced for Settlement Purposes Only

August 24, 2020

George X. Pucci, Esq.
KP Law, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110

RE: Siasconset Beach Preservation Fund v. Nantucket Conservation Commission et al.
Nantucket Superior Court, Civil Action No. 1975CV00027

Dear George,

At the last meeting of the Working Group on August 11, 2020, SBPF agreed to do two (2) new pieces of analysis to be circulated in advance of the next session on August 26, 2020:

1) Look at the alternative analysis submission done for 25 Quaise Road and expand the lot-by-lot analysis of the Baxter Road lots to be consistent with this level of detail. (Appendix 2).

2) Assess the sand contribution in segments that are reasonably similar instead of doing the sand calculation as an average across the entire 3600-foot length of the system. (Appendix 3).

Attached please find updated Appendices 2 and 3 to our August 3, 2020 submission which accomplishes the above. Below, we would like to highlight the primary take-aways from this new work.

Appendix 2- Lots Eligible for Protection by a CES

A thorough Alternatives Analysis was submitted for the Notice of Intent ("NOI") for the proposed project. It followed the same format as the 2013 and 2015 NOIs related to the existing project – which the Nantucket Conservation Commission ("NCC") found acceptable and approved. There has not been a prior question about the previously submitted Alternative Analysis. However, in response to the request from the last Working Group session, we are submitting a revised and somewhat expanded Alternatives Analysis following the requested format from 25 Quaise Road.

In addition, based on some comments last time, we have revised (Table 1) Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES to highlight the basic characteristics and relevant details for each lot with an explanation of the reasons why it is eligible for protection by a CES under both the Massachusetts Wetlands Protection Act ("Act") and the Nantucket Wetlands By-Law ("Bylaw"). As before, each lot has a right to protection under both the Act and By-law. It is also important to recognize that some of the issues that are now being raised were addressed and resolved when the NCC voted to issue the Order of Conditions for the current project in 2015. If these same findings and criteria are applied to the current project now, many of the issues can be resolved. We, of course, believe that a good faith assessment of our current project requires that the same criteria used before be used again now.

In the few cases where, after reviewing this detailed assessment, there is still a disagreement over our regulatory assessment and certain NCC members, it is important to note that there is a provision for a waiver to be issued under the Bylaw. I think we have generally agreed that the community approach we are taking in which a professionally engineered, and continuous protection system is proposed for the area requiring protection is preferable to a lot-by-lot discontinuous system that will be inherently less stable and more difficult to manage as circumstances - whether they be environmental, maintenance, or lot ownership - inevitably change over time.

Some of the summary conclusions in the lot-by-lot assessment include:

1. Most of the vacant lots in the system have already been protected by the existing project (87, 91, 101, 105 Baxter Road) and have received the approval of both the NCC and MA DEP. The remaining vacant lots based on the final NOI design drawings (107A, 107 and 85) are eligible for protection using the same criteria that led to approving vacant lots previously; 1) to protect public infrastructure [Bylaw]; or 2) to provide a continuous system to protect adjacent pre-78 buildings [Act].

2. There were building permits issued for 4 homes that performed renovations other than a "no-change" house-move on their own lot since 2005. These 4 lots are therefore potentially subject to the "substantial improvement" amendment in the Bylaw. The lots in this category are 81, 77, 73 and 71, all of which moved their homes away from the dangerously encroaching bluff, and while doing so, performed relatively small expansions of habitable space. In some cases the work included demolition of secondary homes to make room for the house move and hence reduced habitable space. In each case the additions are minimal, as detailed in their individual property worksheet, and do not exceed the "substantial improvement" standard. Properties at 97, 93, and 79 did no-change house moves with no increase in habitable space.

3. The criteria for protection established for the existing project is that the buildings and/or road are in danger due to the eroding Coastal Bank [Special Condition #14] and is needed

to protect pre-78 structures and essential public infrastructure [Special Conditions #12]. Those standards are met for all the lots included in the expansion project – erosion is observed on the Coastal Bank fronting all of these lots. Per the WPA Regulations a CES is allowed to protect pre-78 buildings from storm damage [310 CMR 10.30(3)], in this case storm damage caused by the eroding Coastal Bank.

Appendix 3- Mitigation Sand Volume

As requested, we calculated the required sand contribution for the full project by dividing the full length of the proposed project into 4 separate "reaches" (or segments) along the shoreline. Four reaches were identified to better define the sand contribution off the existing bluff based on location, height of bluff, bluff supporting vegetation and observed erosion. This is the volume of sand that needs to be available on the template to re-cover exposed geotubes so that adequate sand is contributed to the nearshore system to compensate for sand that can no longer be contributed from the bluff because of the CES. These reaches are depicted on Figure 1 and are the following:

Reach 1 – (Lots 107 to 119) - This is the area north of the existing project ending at the terminus of Baxter Road. It is characterized by steep, fully denuded bluff with active erosion observed along the full height of the slope. This is the tallest segment of bluff averaging 92 feet with an average retreat rate of 2 feet per year calculated over the last 23 years.

Reach 2 – (Lots 85 to 105) - This is the 950-foot existing project that has been in place since 2014 with the addition of 85 Baxter, a wide, now vacant lot with a bluff edge only 58 feet from the roadway, based on most recent aerial imagery from 2018. Note, approximately 8 additional feet has been lost in the past year, reducing the distance to roadway to approximately 50 feet. The rate of the historical bluff retreat has been included with the existing project in the calculations done over previous submissions. The bluff height in this segment is 71 feet on average with an average retreat rate of 4.7 feet. This has been the most rapidly eroding segment of the bluff for the past few decades.

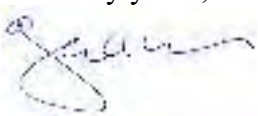
Reach 3 – (Lots 71 to 83) - The 7 lots in this segment all have homes that have been moved back as far as they can on an emergency basis over the past 15 years or less. The bluff is steep and has lost all of its original vegetation, although some areas have been re-planted with beach grass and have installed temporary coir terraces at the toe of the bluff.

Reach 4 – (Lots 59 to 69) - These lots retain part of the original vegetation of the bluff face and generally have homes at or near their original locations. Erosion has undermined the toe on all lots except for the southern section of 59 Baxter where a narrow Coastal Dune has re-formed after being eroded in storms in 2018. See Appendix 1 for potential phasing of the southern section of Reach 4.

As is the case in the current OOC, geotubes exposed by erosion will be re-covered after storm events. Based on this reach-by-reach evaluation differing volumes of sand would be lost and compensated for by reach, rather than a "one size fits all" approach. As proposed, during construction of the geotube system, the sand template covering the geotubes would be filled to 22 cy/lf in all 4 reach locations. This initial template provides approximately two years (1.8 years) to over 9 years (9.6 years) of storage based on the annual contribution rate by reach.

We look forward to the Working Group session on Wednesday and think that this further analysis will assist us in reaching a mutually acceptable resolution on these two (2) issues.

Sincerely yours,



Glenn A. Wood

Enclosures
cc: Steven Cohen, Esq. (via e-mail)

Expanded Baxter Road and Sconset Bluff Storm Damage Prevention Project
Qualification of Lots Eligible for Protection by a CES

Appendix 2 – Lots Eligible for Protection by a CES

Regulatory Framework

This assessment is provided to demonstrate that each lot in the expanded project area (houses 55 – 85 and 107 – 119 Baxter Road) along the east side of Baxter Road is eligible for protection by a coastal engineering structure ("CES") pursuant to both the Nantucket Wetlands Protection Regulations ("Bylaw") standards and the Wetlands Protection Act ("WPA") standards for work on a Coastal Bank. The WPA and Bylaw standards are basically the same, the Bylaw differs from the WPA in the following ways:

Buildings – The WPA allows the construction of a CES to protect buildings [310 CMR 10.30(3)]

Infrastructure – the Bylaw allows the construction of a CES to protect public infrastructure (roads, water, sewer, electric, gas, etc.) [2.05 B. 1.]

Structures – the Bylaw allows the construction of a CES to protect structures, while the WPA standard limits protection to buildings. [2.05 B. 1.]

Pre-1978 Buildings & Structures – The WPA allows construction of a CES to protect buildings that were constructed prior to the effective date of the WPA coastal regulations (August 10, 1978). [310 CMR 10.30(3)]. The Bylaw likewise allows construction of CES to protect structure and infrastructure constructed prior to August 1978, except structures substantially improved after February 2005 (the date that provision was added to the Bylaw regulations). [2.05 B. 1.]

Substantial Improvement – This is defined in the Bylaw regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]

Alternatives Analysis

A project area wide alternatives analysis is provided as a separate document because this is proposed as continuous CES to protect the entire neighborhood, rather than a lot-by-lot CES.

Qualifications to Protect Existing Buildings, Structures and Infrastructure

Table 1 attached presents a summary for each lot based on the criteria used to assess CES projects to protect Coastal Banks pursuant to the Bylaw and the WPA. Following Table 1 are short assessments for each lot in the project area to flesh out the information presented in Table 1.

Expanded Baxter Road and Sconset Bluff Storm Damage Prevention Project

Alternatives Analysis

Conclusion

The conclusion of this analysis is:

- The preferred design, geotube array covered by a sand template, has proven effective for the existing project at 85 – 10 Baxter Road with no observable adverse effects of adjacent beaches.
- Managed retreat, moving houses landward from the top of Coastal Bank has been completed for 17 of the 22 houses on the east side of Baxter Road.
- The previous projects installed to protect the bank from erosion proved to be ineffective at stabilizing the eroding bank, e.g. coir terraces and beach de-watering.
- Other proposed projects that were predicted to be effective were not permitted, i.e. beach nourishment and a stone revetment.
- The existing shoreline lacks natural living shorelines, an indication this option is not practicable. A review of this option shows this option was rejected from consideration because this option is not practicable, has a short lifespan and would require repeated re-construction with heavy equipment on the beach.

Project Purpose and Need

Existing Conditions at Sconset Bluff

The Coastal Bank at the east end of Nantucket Island, known as Sconset Bluff, is an active coastal erosion area due to its exposure to northeaster storms, loss of Coastal Dune, narrow fronting beach, and sandy composition. Erosion of the bluff began in the 1970s and has progressed from north (near the Sankaty Head Lighthouse) to south (to approximately 59 Baxter Road) with the loss of fronting Coastal Dune accelerating the Coastal Bank erosion rate. North of Bayberry Lane, Baxter Road provides the sole means of access to numerous pre-1978 homes (on both the landward and seaward side of the road) and the historic Sankaty Head Lighthouse, a treasured landmark on Nantucket that is listed on the National Register of Historic Places.

Ongoing erosion of Sconset Bluff has resulted in continued decrease in the setback distance between the top of Sconset Bluff and the numerous pre-1978 homes and public infrastructure on Baxter Road located at the top of the bluff (Figures 1 to 4). During the winter storms of 2012-2013, significant retreat of the Sconset Bluff occurred, leaving the top of the bank as close as 30 to 40 feet to the edge of Baxter Road in several areas and only 60 to 70 feet in many others. Pre-1978 homes in the Expanded Project area remain as close as 8-25 feet from the top of the bank (Figures 1 - 4) based on May 2018 top of bluff location.

As a result of the eroding bluff, Baxter Road and the homes and public infrastructure therein are in danger. Another storm season similar to 2012-2013, or indeed a single significant storm, could render Baxter Road impassable, breach the public water supply and sanitary sewer, and leave the residences at the north end of Baxter Road isolated. The failure of Baxter Road also would leave the Town unable to provide fire protection, safe drinking water, or sanitary services to the impacted residents and would cut off access to the Sankaty Head Lighthouse. The existing geotube system performed well during the late winter storms in March 2018 in that no significant bank erosion was observed where the existing system is in place. However, erosion was documented along the unprotected reaches of the bluff within the proposed extension footprint.

Imminent Danger to Public Infrastructure and Pre-1978 Homes

The winter of 2012-2013 resulted in dramatic erosion of Sconset Bluff. When entering the MOU with SBPF to protect Sconset Bluff, the Town concluded that "… *certain private homes located on or near Siasconset Bluff and Baxter Road, a public way, may be imminently threatened with damage and/or loss and destruction due to severe erosion of the bluff which has intensified since the winter of 2012-2013…* [and] *an emergency exists that threatens public roads and other assets from imminent destruction*…" On October 9, 2013, in an amendment to the MOU (included as Attachment F), the Town identified "… *an immediate need for emergency measures to protect Baxter Road and the associated utilities temporarily, in order to maintain vehicular access and utility service to the residential properties on Baxter Road … and there is an emergency need for an emergency response action plan outlining how the Town will provide emergency vehicular access, water supply and sanitary services to the residences at the north end of Baxter Road in the event of a failure of the roadway and that there is also a need for long-term planning for the potential eventual loss of Baxter Road*…" Thus, the Town clearly stated that there was a threat of imminent danger to public infrastructure and homes.

Conditions have not improved for the unprotected stretches of the Coastal Bank, and pre-1978 homes remain as close as 6-25 feet from the top of the Coastal Bank based on 2018 surveys (Figures 1 - 4). As documented in the in the NOI the length weighted average Coastal Bank erosion rate for the unprotected stretch of Coastal Bank is approximately 2.8 feet per year ("ft/yr"). Thus, those homes and areas where the road is close to the top of Coastal Bank close to the top of the bank are threatened with loss or significant damage by erosion.

For the prior NOI (DEP File No. SE48-2610) an analysis of the single year erosion that occurred between 2012-2013 was conducted by digitizing top of bank lines from 2012 and 2013 aerial photographs and then calculating retreat distances along shore-perpendicular transects spaced every 20 feet. That analysis indicated that the average erosion in the area from 85-107A Baxter Road was 20 feet and ranged up to 40 feet. The maximum single-season erosion rate of 40 feet was then used as the basis of the criteria for those homes and sections of roadway that required immediate protection.

1. All homes within 40 feet of the top of the coastal bank require immediate protection.
2. All sections of Baxter Road within 65 feet of the top of the Coastal Bank require immediate protection. This 65-foot distance was based upon the sum of the potential single-season erosion (40 feet) plus the minimum distance of 25 feet that needs to be maintained seaward of the Baxter Road pavement for structural stability of the roadway. The 25-foot distance is based upon recommendation from the geotechnical engineering firm Haley & Aldrich, who indicated that the

Town could maintain travel on Baxter Road until such time as the top of the bluff is 25 feet or less from the edge of pavement. When the top of the bluff is within 25 feet of the pavement edge, the road should be closed to traffic until a detailed assessment can be completed by a geotechnical engineer.

Figures 1 – 4 depict house setbacks for lots 55 to 119 Baxter Road based on 2018 aerial photos. For the 17 houses in the Expanded Project area (lots 55 to 85 and Lots 107 to 117), 7 of the 17 houses are in imminent danger, i.e. within 40 feet of the top of the bank, while an additional 2 houses are 41 and 45 feet from the top of the bank, those being lots 75 and 69 respectively. See Photos 1 and 2 at the end of this section which depict the dire conditions at 109 and 115 Baxter Road. Additionally, the roadway setbacks at lots 85 and 107, are 58 feet and 64 feet respectively, which meet he Town established criteria of being in imminent danger, i.e. within 65 feet of the top of the Coastal Bank.

Coastal Bank Retreat Rate and Signs Active Erosion

For the proposed Project Change, the Coastal Bank erosion rate was determined for the area from 107-119 Baxter Road and for the area from 71-85 Baxter Road. (71 Baxter Road is the southern extent of top of bank erosion that is discernible on aerial photographs.) The bank erosion rate was determined using the past methodology, where the bank retreat distance was measured in GIS using top of bank lines digitized from 1994, 2003, and 2017 aerial surveys. The 2017 top of bank line was derived from the August 2017 aerial survey. See Appendix 3 which presents the retreat rate by segment.

While the table presents data to document erosion rates, examination of Figures 1 – 4, present visual evidence of active erosion. Even in areas where the Coastal Bank supports vegetation, slope failure is observed along unprotected reaches of the bank, as well as along stretches at which coir rolls are. Therefore, Coastal Bank stabilization is needed along the entire stretch of the Coastal Bank included in this Project Change to protect the pre-1978 houses and public infrastructure serving those houses.

Project Summary

The proposed Project Change includes extending the geotube system 767 feet north from the Existing Project to protect pre-1978 homes at 109, 113 and 115 Baxter Road and 1,916 feet south from the Existing Project to protect 13 pre-1978 homes from 59 to 81 Baxter Road, thereby providing continuous protection from 59 to 115 Baxter Road.[1] The length of the Expanded Project plus the Existing Project will be 3,630 feet. To provide protection from a 100 to 200-year storm, and to accommodate future sea level rise, four tiers of geotextile tubes are proposed. These four tiers of geotextile tubes will provide continuous protection for the length of Sconset Bluff that is vulnerable to erosion and storm damage. As with the Existing Project, the bluff face will be vegetated using American beach grass or other native vegetation where needed to help stabilize the face of the bluff and prevent surface erosion. Examination of Figures 1 – 4 shows that the vegetated Coastal Bank above the existing geotube system is evenly covered by vegetation and does not shows signs of active erosion. A similar sand mitigation program is proposed as

[1] The segment of the Project south of 59 Baxter to protect 55 Baxter Road will not be built until erosion removes the existing small coastal dune fronting 55 Baxter Road. However, the project plans show the geotube system extending south onto 55 Baxter Road to allow future extension when and if needed.

for the Existing Project. Collectively, the new geotextile tubes, proposed bluff vegetation, and sand mitigation are referred to as the Expanded Project.

Alternatives Analysis

A review of alternatives to the geotube array was addressed in the NOI (SE48-3115) and revisited in the NPC submitted to the MEPA office on 15 AUGUST 2019 (EEA No. 15240). The "soft solutions" have not proven effective in the high energy environment along the Sconset shoreline. Even where coir terraces were installed and have been maintained we continue to observe bluff erosion, see attached Figures 3 & 4. The alternatives considered were summarized in the NPC, and is the basis for the assessment below.

The SBPF has been focused on identifying and implementing effective Coastal Bank stabilization for the Sconset Bluff for over 20 years. This alternatives assessment identifies the measures that the SBPF has evaluated in theory and practice over the past two decades. Those measures include both structural and non-structural stabilization techniques. After all of these attempted techniques, implementation of the Existing Project has demonstrated that the geotube system is effective and has resulted in no adverse effects to downdrift resource areas, and this is the preferred alternative. Following is a summary of measures pursued by the SBPF and Baxter Road homeowners over the past two decades:

- Managed retreat (house moves): Review of Nantucket Building Department files shows that 17 houses on the 22 lots on the east side of Baxter Road between 55 and 119 Baxter Road have been moved off the lot or further away from the Coastal Bank on the same lot (these include house numbers 119, 117, 115, 109, 105, 101, 99, 97, 93, 87, 85, 83, 77, 73, 71, 67, and 55 Baxter Road).

  The Proponent currently understands that the Town of Nantucket has no plan in place to relocated Baxter Road and the infrastructure within the road.

- Coir reinforced coastal terraces: (DEP File No. SE48-1659, February 2004) were installed but have not been effective for intense storm events. See Figures 1 – 5 which show active erosion above existing coir rolls.
- Beach dewatering: (2000 to 2009) yielded inconsistent results.
- Drainage wells: (DEP File No. SE48-1773, February 2004). These did not yield beneficial results.
- Beach nourishment: (EOEA No. 13468, 2006 / 2007) proposal was denied.
- Marine mattresses and gabions: (DEP File No. SE48-2395, 2010 / 2011) proposal was denied.
- Revetment project: (DEP File No. SE48-2581 – July 2013) NOI was withdrawn after a settlement was agreed upon allow the geotube project to proceed (authorized per SOC SE48-2610 and OOC SE48-2824).

- Living Shoreline: This alternative would involve constructing a vegetated coastal landform seaward from the toe of Coastal Bank, possible living shorelines here include a sacrificial dune and possibly a salt marsh.

Review of the eastern coastline of Nantucket shows there are no salt marshes along this shoreline because this is a high wave energy environment making it not suitable for salt marshes; therefore this option was not advanced for further consideration.

The pre-existing natural dune along the eastern shoreline has been eroding from north to south starting in the 1970's. Concurrent with this change, the fronting has been becoming more narrow, which limits the available land are to construct a sacrificial dune. This option would require extensive beach nourishment to first create and suitable base for a dune (essentially a sand foundation) then a placing a large mass of sand to construct the dune. After placing sand, the dune would be planted with beach grass. This option would put the unconsolidated sand (beach nourishment and sacrificial dune) further seaward from the existing mean high water line and expose this material to significant erosion by waves and currents on a daily basis. Life expectancy for this option is short. The sacrificial dune would need to be replaced each time it is lost, thus requiring significant re-work by heavy equipment on the beach. For these reasons this option was rejected from further consideration.

Several of the alternatives listed above included "soft structures" or non-invasive measures. Those alternatives have not been adequate to protect the Coastal Bank from erosion during large and sequential storms as demonstrated by their failure in the winter of 2012-2013.

Based on the performance of the approximately 950 foot geotube system (Existing Project) over the past seven storm seasons to stabilize the protected bluff, including the series of March 2018 Nor'easters, the geotube array with sand template proves to be effective with no adverse effects observed to adjacent or downdrift beaches and dunes.

Project-Impact Analysis of Protected Interests of Coastal Bank and Coastal Beach Resource Areas

Following is a review of how the proposed project protects the interest of the Bylaw.

Bank Height – The project will not alter, and therefore have no adverse effect on the height of the bank.

Bank Stability – The project is proposed to improve the stability of the bank.

Wildlife Habitat – The project will have no adverse effect on wildlife by complying with the conditions established by the NHESP and avoiding work in the upper the reaches of the bluff where bank swallow nests are present.

Vegetation – The project includes re-planting the exposed bluff to stabilize the exposed soils and augment wildlife habitat attributable to a vegetated slope.

Bank as a Sediment Source – The project includes establishing a sand template (on-site sand stockpile) with 22 cubic yards (cy) of sand per linear foot (ft) [cy/lf] to contribute sediment to the littoral drift system to compensate for the protected bluff face. The template sand is used to re-cover exposed geotubes after storms that erode sand on the face of the geootubes. Sand will be contributed annually to the template

to ensure there is an adequate volume of sand on the template to re-cover exposed geotubes. See Table 2.

Wetland Scenic Views – The project will have no adverse effect on the wetland scenic views because the re-planted bluff face and sand template will look similar to existing condones – i.e. vegetated bluff with the lower bluff comprised of exposed sand.

Public or Private Water Supply – The project will not interfere with water supplies in any way, and therefore have no impact on public or private water supplies.

Groundwater – The project will have no impact to groundwater. No dewatering or handling of water is proposed as part of this project.

Flood Control – The project is proposed to protect the interest of the bluff to control flooding.

Erosion Control – The project is proposed to stop bluff erosion, therefore the project positively effects the interest of erosion control.

Storm Damage Prevention – The project is proposed to protect existing pre-1978 homes and public infrastructure from storm damage caused by bluff erosion. Therefore, the project improves the capacity of the bank to provide storm damage prevention.

Water Pollution – The project will not cause pollution of surface water or groundwater.

Fisheries – The project will have no adverse impact on fisheries because the project is located landward of the mean high-water line.

Shellfish – The project will have no adverse impact on shellfish because the project is located landward of the mean high-water line. Seven years of annual monitoring of the benthic habitat offshore of the existing project has not revealed any adverse effects to shellfish habitat

Rare Species – The Massachusetts natural Heritage and Endangered Species Program ("NHESP") has determined the project will not adversely affect habitat of state-listed species and identified conditions to protect state listed species. The applicant has agreed to abide by those conditions.

Recreation – The project will have no adverse impact on recreation because the use of the property is not changing. Access across the beach in the intertidal zone will be maintained.

Near-term and Long-term resources-area impacts – Establishing the sand template and contributing sand off the template to the beach, at a rate at least equal to the calculated contribution of the existing unprotected bluff, will contribute sand to the littoral drift system to protect nearby beaches and dune. Seven years of monitoring for the existing project has not documented any adverse effects to adjacent coastal beaches as result of the project.

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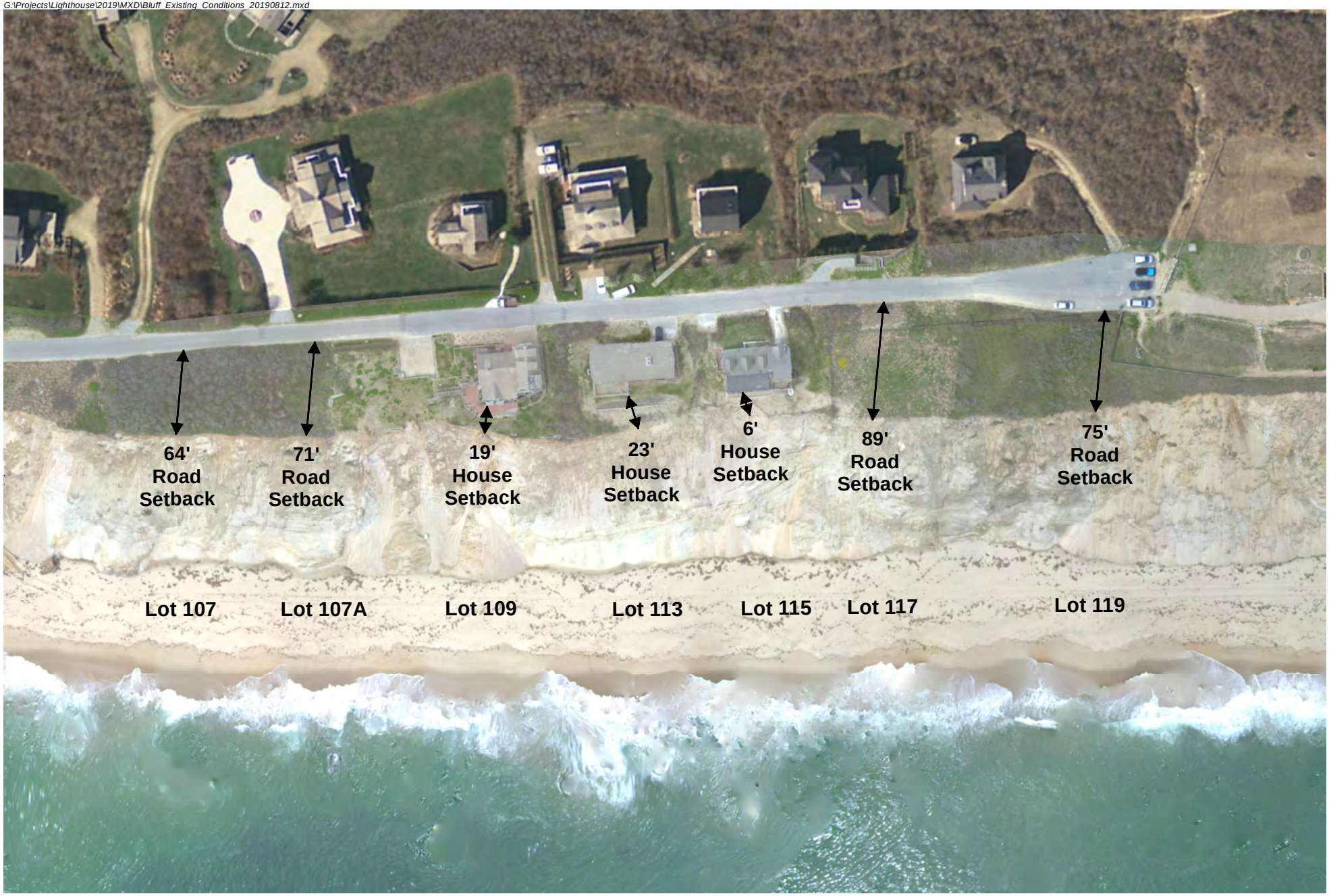

Expanded Baxter Road and Sconset Bluff Storm Damage Prevention Project Nantucket, MA

Epsilon Associates Inc.

Figure 1

Existing Conditions (May 2018) Lots 107 to 119

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Expanded Baxter Road and Sconset Bluff Storm Damage Prevention Project Nantucket, MA

Epsilon ASSOCIATES INC.

Figure 2

Existing Conditions (May 2018) Lots 87 to 105

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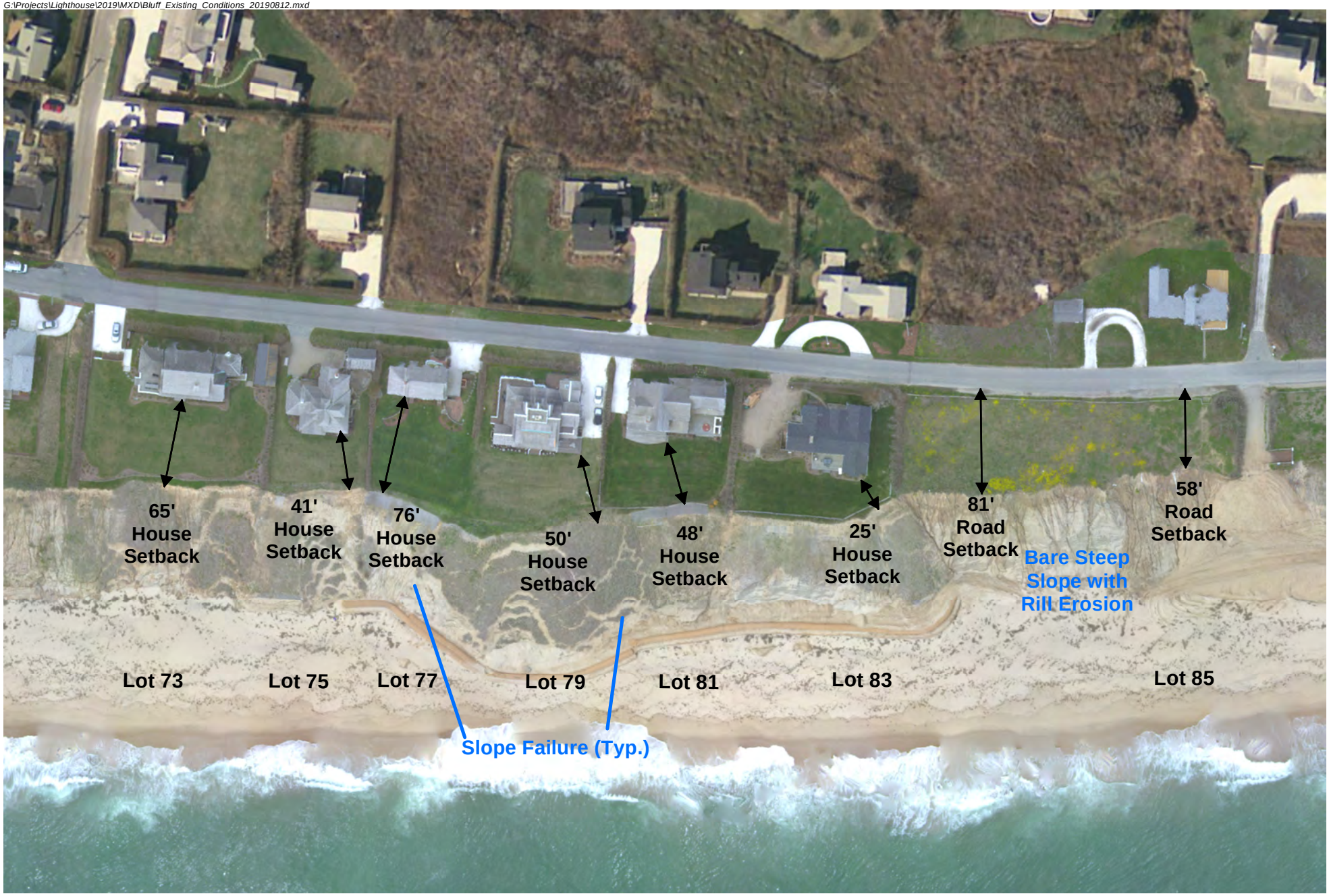

Expanded Baxter Road and Sconset Bluff Storm Damage Prevention Project **Nantucket, MA**

Epsilon Associates Inc.

Figure 3

Existing Conditions (May 2018) Lots 73 to 85

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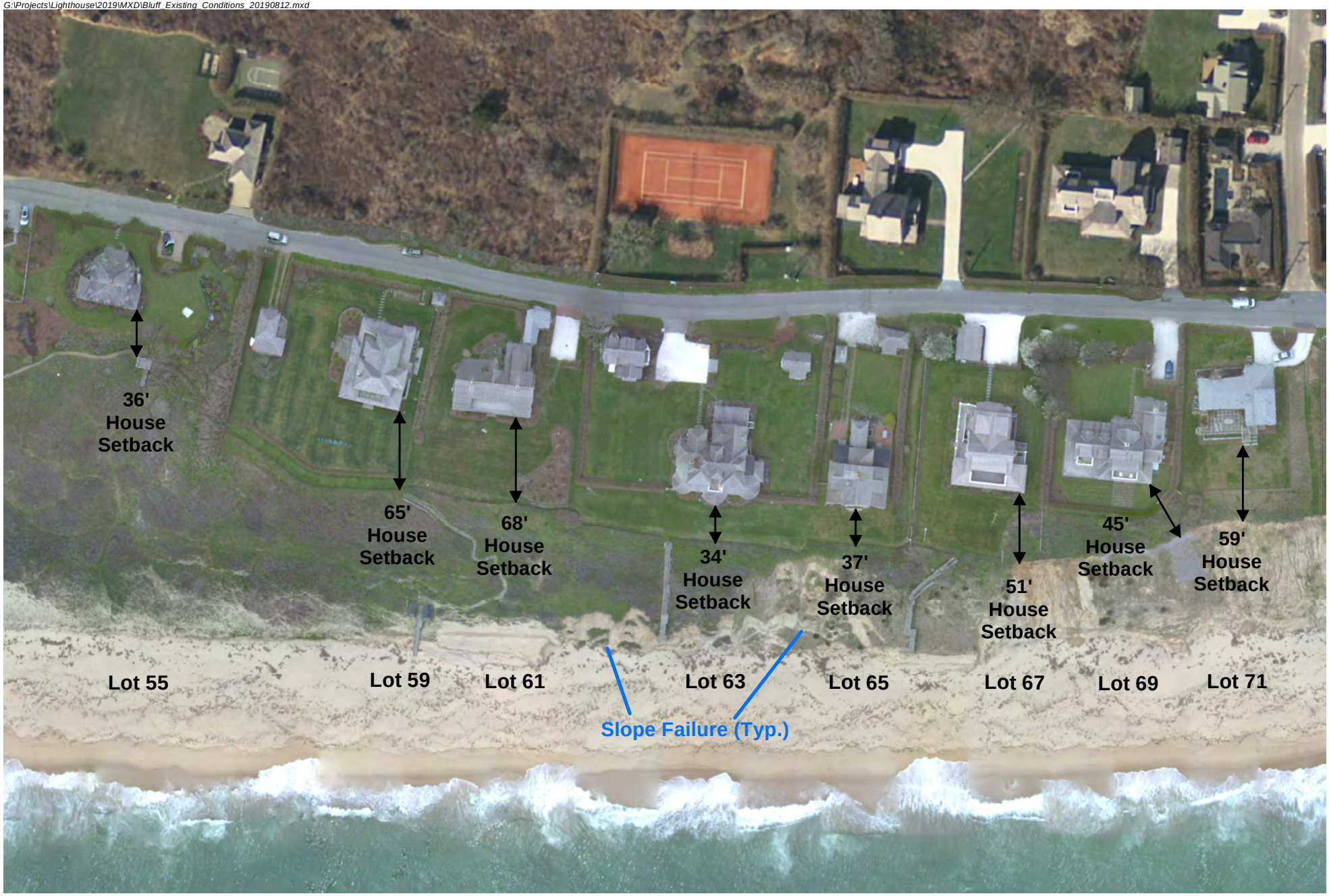

Expanded Baxter Road and Sconset Bluff Storm Damage Prevention Project **Nantucket, MA**

Epsilon ASSOCIATES INC.

Figure 4

Existing Conditions (May 2018) Lots 55 to 71

Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES

	Qualifications for Protection by a Coastal Engineering Structure										Annual Sand Contribution Volume (by Segment)						
House No.	**Coastal Dune Fronting Lot**	**Coastal Bank Eroding**	**Coastal Bank Vegetated**	**Coastal Bank Protects Public Infrastructure[1]**	**Lot Contains a Pre-78 Structure**	**Distance of Top of Coastal Bank from House or Road**	**Structures Improved Since 2005[2]**	**Improvements are " Substantial Improvements" [2]**	**House Re-Located Away from Bluff**	**Available Space On-Site to Re-Locate House**	**Annual Retreat Rate (by Reach) (ft/yr)**	**Time Period for Calculated Retreat Rate (yrs)**	**Annual Sand Volume Required by DEP & CZM Policy (cy/lf/yr)**	**Full Template Volume (cy/lf)**	**Years of Storage Volume in Full Template[3]**	**Conclusion Eligible (Y / N)[5]**	**Consistent with Findings in OOC (SE42-2824)[6]**
119 (Vacant)	N	Y	N	Y	N	75 feet to street	NA	NA	Y (1987)	NA	2 ft/yr	23	6.8	22	3.2	Y	Y
115	N	Y	N	N	Y (1923)	**± 25 feet to house**	N	N	Y (1988 & 2020)	N	2 ft/yr	23	6.8	22	3.2	Y	Y
113	N	Y	N	N	Y (1940)	**23 feet to house**	N	N	Y (1988)	N	2 ft/yr	23	6.8	22	3.2	Y	Y
109	N	Y	N	N	Y (1940)	**19 feet to house**	N	N	Y (1988)	N	2 ft/yr	23	6.8	22	3.2	Y	Y
107A (Vacant)	N	Y	N	Y	N	71 feet to street	NA	N	NA	NA	2 ft/yr	23	6.8	22	3.2	Y	Y
107 (Vacant)	N	Y	N	Y	N	**64 feet to street**	NA	N	NA	NA	2 ft/yr	23	6.8	22	3.2	Y	Y
105 (Vacant)	N	N	Y	Y	N	**36 feet to street**	NA	N	Y (1975, 1988 & 1998)	NA	4.7 ft/yr	19	12.1	22	1.8		
101 (Vacant)	N	N	Y	Y	N	**35 feet to street**	NA	N	Y (1988 & 2001)	NA	4.7 ft/yr	19	12.1	22	1.8		
99	N	N	Y	Y	Y	**17 feet to house**	NA	N	Y (1975, 1988 & 2005)	NA	4.7 ft/yr	19	12.1	22	1.8		
97	N	N	Y	N	Y (1940)	**14 feet to house**	Y	N	Y (1975, 1988 & 2010)	N	4.7 ft/yr	19	12.1	22	1.8		
93	N	N	Y	N	Y (1950/51)	**3 feet to house**	Y	N	Y (1992 & 2010)	N	4.7 ft/yr	19	12.1	22	1.8		
91 (Vacant)	N	N	Y	Y	N	**56 feet to street**	N	N	NA	NA	4.7 ft/yr	10	12.1	22	1.8		
87 (Vacant)	N	N	Y	Y	N	**54 feet to street**	Y	N	Y (2007) Demolished 2013	NA	4.7 ft/yr	10	12.1	22	1.8		

	Qualifications for Protection by a Coastal Engineering Structure										Annual Sand Contribution Volume (by Segment)						
House No.	**Coastal Dune Fronting Lot**	**Coastal Bank Eroding**	**Coastal Bank Vegetated**	**Coastal Bank Protects Public Infrastructure[1]**	**Lot Contains a Pre-78 Structure**	**Distance of Top of Coastal Bank from House or Road**	**Structures Improved Since 2005[2]**	**Improvements are " Substantial Improvements" [2]**	**House Re-Located Away from Bluff**	**Available Space On-Site to Re-Locate House**	**Annual Retreat Rate (by Reach) (ft/yr)**	**Time Period for Calculated Retreat Rate (yrs)**	**Annual Sand Volume Required by DEP & CZM Policy (cy/lf/yr)**	**Full Template Volume (cy/lf)**	**Years of Storage Volume in Full Template[3]**	**Conclusion Eligible (Y / N)[5]**	**Consistent with Findings in OOC (SE42-2824)[6]**
85 (Vacant)	N	Y	N	Y	N	**58 feet to road**	NA	NA	Y (2011)	NA	4.7 ft/yr	10	12.1	22	1.8	Y	Y
83	N	Y	P	Y	Y (1940)	**25 feet from house**	N	N	Y (2001)	N	2.7	14	7.1	22	3.1	Y	Y
81	N	Y	P	N	Y (1923) New House 1994	48 feet from house	N	N	Y (1993)	N	2.7	14	7.1	22	3.1	Y	Y
79	N	Y	P	N	Y (1916 / 1923)	50 feet from house	N	N	Y (2013)	N	2.7	14	7.1	22	3.1	Y	Y
77	N	Y	P	N	Y (1940)	76 feet from house	Y	N	Y (2006)	N	2.7	14	7.1	22	3.1	Y	Y
75	N	Y	P	N	Y (1922 / 1923)	41 feet from house	N	N	Y	N	2.7	14	7.1	22	3.1	Y	Y
73	N	Y	P	N	Y (1920)	65 feet from house	Y	N	Y (2012)	N	2.7	14	7.1	22	3.1	Y	Y
71	N	Y	P	N	Y (1932 / 1939)	59 feet from house	Y	N	Y (2009)	N	2.7	14	7.1	22	3.1	Y	Y
69	N	Y	P	N	Y (1940) New House 1996	45 feet from house	N	N	Y (1940 house moved off lot 1997)	Y (± 38 ft)	1[4]	14	2.3	22	9.6	Y	Y
67	N	Y	P	N	Y (1930)	51 feet from house	N	N	Y (2001)	Y (± 53 ft)	1[4]	14	2.3	22	9.6	Y	Y
65	N	Y	P	N	Y (1985)	**37 feet from house**	N	N	N	Y (± 60 ft)	1[4]	14	2.3	22	9.6	Y	Y

	Qualifications for Protection by a Coastal Engineering Structure										Annual Sand Contribution Volume (by Segment)						
House No.	**Coastal Dune Fronting Lot**	**Coastal Bank Eroding**	**Coastal Bank Vegetated**	**Coastal Bank Protects Public Infrastructure[1]**	**Lot Contains a Pre-78 Structure**	**Distance of Top of Coastal Bank from House or Road**	**Structures Improved Since 2005[2]**	**Improvements are " Substantial Improvements" [2]**	**House Re-Located Away from Bluff**	**Available Space On-Site to Re-Locate House**	**Annual Retreat Rate (by Reach) (ft/yr)**	**Time Period for Calculated Retreat Rate (yrs)**	**Annual Sand Volume Required by DEP & CZM Policy (cy/lf/yr)**	**Full Template Volume (cy/lf)**	**Years of Storage Volume in Full Template[3]**	**Conclusion Eligible (Y / N)[5]**	**Consistent with Findings in OOC (SE42-2824)[6]**
63	N	Y	P	N	Y (1890 / 1892)	**34 feet from house**	Y	N	N	Y	1[4]	14	2.3	22	9.6	Y	Y
61	N	Y	P	N	Y (1893 / 1894)	68 feet from house	N	N	N	N	1[4]	14	2.3	22	9.6	Y	Y
59	Y	Y (Toe)	Y	N	Y (1905 / 1923)	65 feet from house	Y	N	N	N	1[4]	14	2.3	22	9.6	Y	Y
55	Y	Y (Toe)	Y	N	Y (1890)	**36 feet from house**	N	N	Y (1998)	N	1[4]	14	2.3	22	9.6	Y	Y

Legend / Notes:

Shaded lots are location of existing geotube system

Y = Yes, N = No, NA = Not Applicable, P = Partial

BOLD indicates setback meets imminent threat criteria (defined as 40 feet from top of Coastal Bank for houses; 65 feet from top of Coastal Bank for Baxter Road)

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)
4. South of 71 Baxter Road toe of bluff and mid-slope erosion is observed, but that has not yet been observed at the top of the bluff. To estimate volume for these lots we used the top of bluff retreat rate documented along 71 Baxter Road and applied that to lots 55 – 69 Baxter Road.
5. All lots are eligible for protection by a CES by both the WPA and Bylaw. A CES can be built to protect pre-78 buildings (WPA) and pre-78 structures, which includes buildings (Bylaw). A CES is allowed across vacant lots to protect essential public infrastructure (Bylaw) or as a "gap" lot as determined by the issuing authority on a case-by-basis (WPA). The DEP issued a SOC (SE48-3115) authorizing the proposed CES extension across vacant lots thus have rendered a decision on these lots.
6. Findings made for the existing project are applicable for the extensions and include, Special Conditions 12 and 14 which read:
   No. 12 The Commission finds that the Project is proposed to protect pre-1978 buildings and essential public infrastructure providing access and utilities for such. [emphasis added]
   No. 14 The Commission finds that these dwellings and infrastructure are in danger, due to erosion of the coastal bank. [emphasis added]

Jurisdictional Review for Protecting Existing Structures at:
119 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

Criteria establishing eligibility:

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: Y

The Coastal Bank fronting this lot lacks vegetation and is comprised of erodible exposed soils from toe to top of slope. Rill erosion is observed on the bank face.

Coastal Bank Supports Vegetation: **N**

The Coastal Bank lacks vegetation.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **Y**

Distance of road from top of Coastal Bank is 79 feet. This roadway setback does not meet imminent hazard criteria (65-foot setback) established for Baxter Road.

Lot supports a pre-1978 Building[2]**: N**

Have Structures been improved since 2005[2]**: N.A**.

Was the house previously relocated landward on lot ("planned retreat"): N.A.

This lot is currently vacant. The house was moved in 1987 to 82 Baxter.

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: N.A.

This lot is vacant.

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 2.0 ft /year (Reach 1)

Time period of retreat calculations by Epsilon Associates, Inc.: 23 years

Annual volume required to compensate for protected Coastal Bank (cy/lf (based on reach): 6.8 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 3.2 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
115 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

Criteria establishing eligibility:

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: Y

The Coastal Bank fronting this lot lacks vegetation and is comprised of erodible exposed soils from toe to top of slope. Rill erosion is observed on the bank face.

Coastal Bank Supports Vegetation: **N**

The Coastal Bank lacks vegetation.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: N

Lot supports a pre-1978 Building[2]**: Y**

Have Structures been improved since 2005[2]**: N**

The parcel as now configured is comprised of parcel 48-7 and 48-9, with the structure on 48-10 retained on the property and re-located landward in the spring of 2020. Building Department records for the structure are as follows:

1983: Structural repairs, new deck, interior renovation
1987: Alter and renovate, raise roof, new windows & doors
1988: 2nd floor addition, window & door changes
1988: Relocate house on same lot, add steps and sewer
2020: Relocated structure landward on the property

Was the house previously relocated landward on lot ("planned retreat"): Y

The structure was moved landward in 1988 and again in 2020

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: N

The recent move locates this house as far away from the top of Coastal Bank as possible.

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 2.0 ft /year (Reach 1)

Time period of retreat calculations by Epsilon Associates, Inc.: 23 years

Annual volume required to compensate for protected Coastal Bank (cy/lf (based on reach): 6.8 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22 cy/lf annual volume)[3]: 3.2 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
113 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

<u>Criteria establishing eligibility:</u>

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: Y

The Coastal Bank fronting this lot lacks vegetation and is comprised of erodible exposed soils from toe to top of slope. Rill erosion is observed on the bank face.

Coastal Bank Supports Vegetation: **N**

The Coastal Bank lacks vegetation.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **N**

This lot contains a house. Distance of house from top of Coastal Bank is 23 feet. This house setback meets the imminent hazard criteria (40-foot setback) established for houses on Baxter Road.

Lot supports a pre-1978 Building[2]**: Y**

There has been a house on this lot since 1940.

Have Structures been improved since 2005[2]**: N**

The building department building permit records show there have been no improvements to this house. It was relocated on the same lot in 1998.

Was the house previously relocated landward on lot ("planned retreat"): Y

The house was moved landward in 1988.

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: N

The house was moved as far west as possible, and is now right along the Baxter Road right of way.

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 2.0 ft /year (Reach 1)

Time period of retreat calculations by Epsilon Associates, Inc.: 23 years

Annual volume required to compensate for protected Coastal Bank (cy/lf (based on reach): 6.8 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 3.2 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
109 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

Criteria establishing eligibility:

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: Y

The Coastal Bank fronting this lot lacks vegetation and is comprised of erodible exposed soils from toe to top of slope. Rill erosion is observed on the bank face.

Coastal Bank Supports Vegetation: **N**

The Coastal Bank lacks vegetation.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **N**

This lot contains a house. Distance of house from top of Coastal Bank is 19 feet. This house setback meets the imminent hazard criteria (40-foot setback) established for houses on Baxter Road.

Lot supports a pre-1978 Building[2]**: Y**

There has been a house on this lot since 1940.

Have Structures been improved since 2005[2]**: N**

The building department building permit records show there have been no improvements since 1996. The review of building permits issued for this lot is as follows:

1996: Renovate 1st floor 1,012 sf, basement 980 sf, rec room, bath, storage, add 450 sf of 2nd floor 2 bedroom, bath – 1 dwelling unit
1988: Alter and repair dwelling.
1988: Moved from "Lot A to Lot B"/111 Baxter Road (109 & 111 were combined)

Was the house previously relocated landward on lot ("planned retreat"): Y

The house was moved landward in 1988.

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: N

The house was moved as far west as possible, and is now right along the Baxter Road right of way.

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 2.0 ft /year (Reach 1)

Time period of retreat calculations by Epsilon Associates, Inc.: 23 years

Annual volume required to compensate for protected Coastal Bank (cy/lf (based on reach): 6.8 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 3.2 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
107A Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

<u>Criteria establishing eligibility:</u>

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: Y

The Coastal Bank fronting this lot lacks vegetation and is comprised of erodible exposed soils from toe to top of slope. Rill erosion is observed on the bank face.

Coastal Bank Supports Vegetation: **N**

The Coastal Bank lacks vegetation.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **Y**

Distance of roadway from top of Coastal Bank is 71 feet. This roadway setback does not meet the imminent hazard criteria (65-foot setback) established for Baxter Road.

Lot supports a pre-1978 Building[2]**: N**

Have Structures been improved since 2005[2]**: N.A.**

Was the house previously relocated landward on lot ("planned retreat"): N.A.

This lot is vacant.

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: N.A.

This lot is vacant.

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 2.0 ft /year (Reach 1)

Time period of retreat calculations by Epsilon Associates, Inc.: 23 years

Annual volume required to compensate for protected Coastal Bank (cy/lf (based on reach): 6.8 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 3.2 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
107 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

<u>Criteria establishing eligibility:</u>

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: Y

The Coastal Bank fronting this lot lacks vegetation and is comprised of erodible exposed soils from toe to top of slope. Rill erosion is observed on the bank face.

Coastal Bank Supports Vegetation: **N**

The Coastal Bank lacks vegetation.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **Y**

Distance of roadway from top of Coastal Bank is 64 feet. This roadway setback does meet the imminent hazard criteria (65-foot setback) established for Baxter Road.

Lot supports a pre-1978 Building[2]**: N**

Have Structures been improved since 2005[2]**: N.A.**

Was the house previously relocated landward on lot ("planned retreat"): N.A.

This lot is vacant.

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: N.A.

This lot is vacant.

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 2.0 ft /year (Reach 1)

Time period of retreat calculations by Epsilon Associates, Inc.: 23 years

Annual volume required to compensate for protected Coastal Bank (cy/lf (based on reach): 6.8 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 3.23 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
105 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

Criteria establishing eligibility:

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: N

The Coastal Bank fronting the majority of this lot was re-planted as part of the existing geotube project. Erosion has been abated by the existing geotube project and re-planting efforts.

Coastal Bank Supports Vegetation: **Y**

The Coastal Bank is well vegetated above the geotube system and end returns. On the northern portion of the lot the vegetation cover is less robust.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **Y**

Distance of roadway from top of Coastal Bank is 36 feet. This roadway setback does meet the imminent hazard criteria (65-foot setback) established for Baxter Road.

Lot supports a pre-1978 Building[2]**: N**

Have Structures been improved since 2005[2]**: N.A.**

Was the house previously relocated landward on lot ("planned retreat"): Y

The review of building permits issued for this lot is as follows:

1975: Moved per HDC file

1988: Moved on same lot; add & alter (per plans, alterations appear to be new decks and lattice at large deck)

1998: Moved across the street to 106 Baxter

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: N.A.

This lot is vacant.

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 4.7 ft /year (Reach 2)

Time period of retreat calculations by Epsilon Associates, Inc.: 19 years

Annual volume required to compensate for protected Coastal Bank (cy/lf (based on reach): 12.1 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 1.8 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
101 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

Criteria establishing eligibility:

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: N

The Coastal Bank fronting this lot was re-planted as part of the existing geotube project. Erosion has been abated by the existing geotube project and re-planting efforts.

Coastal Bank Supports Vegetation: **Y**

The Coastal Bank is well vegetated above the geotube system.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **Y**

Distance of roadway from top of Coastal Bank is 35 feet. This roadway setback does meet the imminent hazard criteria (65-foot setback) established for Baxter Road.

Lot supports a pre-1978 Building[2]**: N**

Have Structures been improved since 2005[2]**: N.A.**

The review of building permits issued for this lot is as follows:

1984: Permit noted on file cover, but permit is not in file (work performed is not indicated)
1988: Moved per HDC file
1989: "Move" noted on file cover, but permit is not in file
2001: House moved to 104 Baxter (Emergency move)

Was the house previously relocated landward on lot ("planned retreat"): Y

The house was moved in 1988 and moved across the street in 2001.

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: N.A.

This lot is vacant.

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 4.7 ft /year (Reach 2)

Time period of retreat calculations by Epsilon Associates, Inc.: 19 years

Annual volume required to compensate for protected Coastal Bank (cy/lf (based on reach): 12.1 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 1.8 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
99 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

Criteria establishing eligibility:

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: N

The Coastal Bank fronting this lot was re-planted as part of the existing geotube project. Erosion has been abated by the existing geotube project and re-planting efforts.

Coastal Bank Supports Vegetation: **Y**

The Coastal Bank is well vegetated above the geotube system.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **Y**

This lot contains a house. Distance of house from top of Coastal Bank is 17 feet. This house setback does meet the imminent hazard criteria (40-foot setback) established for house on Baxter Road.

Lot supports a pre-1978 Building[2]**: Y**

Have Structures been improved since 2005[2]**: N.A.**

The review of building permits issued for this lot is as follows:

1975: Moved per HDC file
1988: Moved on same lot
1999: Renovate entire DU (no exterior changes per application)
2005: Moved to 112 Baxter Road
2010: Move 400 sf storage shed onto lot from 97 Baxter and place on slab foundation – no plumbing
2013: Emergency demolition of garage

Was the house previously relocated landward on lot ("planned retreat"): Y

The house was moved on the lot in 1975 and 1988. The house moved off the lot in 2005.

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: N.A.

This lot is vacant.

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 4.7 ft /year (Reach 2)

Time period of retreat calculations by Epsilon Associates, Inc.: 19 years

Annual volume required to compensate for protected Coastal Bank (cy/lf (based on reach): 12.1 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 1.8 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
97 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

Criteria establishing eligibility:

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: N

The Coastal Bank fronting this lot was re-planted as part of the existing geotube project. Erosion has been abated by the existing geotube project and re-planting efforts.

Coastal Bank Supports Vegetation: **Y**

The Coastal Bank is well vegetated above the geotube system.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **N**

Distance of roadway from top of Coastal Bank is 14 feet. This house setback does meet the imminent hazard criteria (40-foot setback) established for houses on Baxter Road.

Lot supports a pre-1978 Building[2]**: Y**

A house has been on the lot since 1940.

Have Structures been improved since 2005[2]**: Y**

The review of building permits issued for this lot is as follows:

1972: Addition
1975: Moved per HDC file
1982: Garage added
1982: Addition (enlarge one room, enclose porch)
1988: Moved house on same lot
1988: Move garage on same lot
1989: Addition
1996: Renovate 2nd floor bath & deck and mudroom additions
1998: Add 839 sf unfinished 2nd floor making a 3 bedroom single dwelling unit, 297 sf 1st addition, reno 160 sf kitchen area

2005: demo 24' x 16' section of studio due to bank erosion
2010: Move 400 sf storage building off lot to 99 Baxter
2010: Moved part of building to 7 Plainfield leaving 720 sf portion for conversion to 1 dwelling unit
2010: Convert & relocate existing remaining elements of house per plans for one dwelling unit

Was the house previously relocated landward on lot ("planned retreat"): Y

The house was moved in 1975, 1988 and 2010.

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: N

The remaining house is located along the Baxter Road ROW.

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 4.7 ft /year (Reach 2)

Time period of retreat calculations by Epsilon Associates, Inc.: 19 years

Annual volume required to compensate for protected Coastal Bank (cy/lf (based on reach): 12.1 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 1.8 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
93 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

Criteria establishing eligibility:

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: N

The Coastal Bank fronting this lot was re-planted as part of the existing geotube project. Erosion has been abated by the existing geotube project and re-planting efforts.

Coastal Bank Supports Vegetation: **Y**

The Coastal Bank is well vegetated above the geotube system.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **N**

Distance of roadway from top of Coastal Bank is 3 feet. This house setback does meet the imminent hazard criteria (40-foot setback) established for houses on Baxter Road.

Lot supports a pre-1978 Building[2]**: Y**

The house has been on the lot since 1950/1951.

Have Structures been improved since 2005[2]**: Y**

The review of building permits issued for this lot is as follows:

1992: Relocate garage on same lot
1992: Relocate 1 dwelling unit on same lot
2005: Renovate 140 sf kitchen, 2 full baths 100 sf, new walls living room & new floor in family room "interior only"
2010: Relocate dwelling on same lot
2010: Relocate garage on same lot

Was the house previously relocated landward on lot ("planned retreat"): Y

The house was moved in 1992 and again in 2010.

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: N

The house is located right along the Baxter Road ROW.

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 4.7 ft /year (Reach 2)

Time period of retreat calculations by Epsilon Associates, Inc.: 19 years

Annual volume required to compensate for protected Coastal Bank (cy/lf (based on reach): 12.1 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 1.8 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
91 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

<u>Criteria establishing eligibility:</u>

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: N

The Coastal Bank fronting this lot was re-planted as part of the existing geotube project. Erosion has been abated by the existing geotube project and re-planting efforts.

Coastal Bank Supports Vegetation: **Y**

The Coastal Bank is well vegetated above the geotube system.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **Y**

Distance of roadway from top of Coastal Bank is 36 feet. This roadway setback does meet the imminent hazard criteria (65-foot setback) established for Baxter Road.

Lot supports a pre-1978 Building[2]**: N**

Have Structures been improved since 2005[2]**: N.A.**

Was the house previously relocated landward on lot ("planned retreat"): NA

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: N.A.

This lot is vacant.

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 4.7 ft /year (Reach 2)

Time period of retreat calculations by Epsilon Associates, Inc.: 19 years

Annual volume required to compensate for protected Coastal Bank (cy/lf (based on reach): 12.1 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 1.8 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
87 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

Criteria establishing eligibility:

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: N

The Coastal Bank fronting this lot was re-planted as part of the existing geotube project. Erosion has been abated by the existing geotube project and re-planting efforts.

Coastal Bank Supports Vegetation: **Y**

The Coastal Bank is well vegetated above the geotube system. and end returns. The southerly end supports sparser vegetative cover adjacent to the sand ramp.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **Y**

Distance of roadway from top of Coastal Bank is 54 feet. This roadway setback does meet the imminent hazard criteria (65-foot setback) established for Baxter Road.

Lot supports a pre-1978 Building[2]**: N**

This lot is vacant.

Have Structures been improved since 2005[2]**: Y**

The review of building permits issued for this lot is as follows:

1976: Construct one family dwelling
1988: Add and alter dwelling
1989: Add 192 sf and alter 972 sf in dwelling
1990: Alterations ("interior change")
2003: Renovate interior, shingle roof
2007: Relocate 1 dwelling unit on same lot on crawl space
2013: Demolish 2 story single family dwelling

Was the house previously relocated landward on lot ("planned retreat"): Y

The house was moved in 2007 and demolished in 2013.

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: N.A.

This lot is vacant.

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 4.7 ft /year (Reach 2)

Time period of retreat calculations by Epsilon Associates, Inc.: 19 years

Annual volume required to compensate for protected Coastal Bank (cy/lf (based on reach): 12.1 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 1.8 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
85 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

Criteria establishing eligibility:

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: Y

The Coastal Bank fronting this lot lacks vegetation and is comprised of erodible exposed soils from toe to top of slope. Rill erosion is observed on the bank face. Building materials exposed by eroding bluff were removed for the site in the spring of 2020.

Coastal Bank Supports Vegetation: **N**

The Coastal Bank lacks vegetation.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **Y**

Distance of roadway from top of Coastal Bank is 58 feet. This roadway setback does meet the imminent hazard criteria (65-foot setback) established for Baxter Road.

Lot supports a pre-1978 Building[2]**: N**

Have Structures been improved since 2005[2]**: N.A.**

The review of building permits issued for this lot is as follows:
2006: Demo existing 748 sf dwelling
2010: Prepare dwelling to move off lot; amended to reflect move of primary structure to 47 Monomoy
2010: Prepare dwelling for move off lot
2011: Demolish garage

Was the house previously relocated landward on lot ("planned retreat"): Y

This lot is vacant. The house was moved off the lot in 2011.

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: N.A.

This lot is vacant.

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 4.7 ft /year (Reach 2)

Time period of retreat calculations by Epsilon Associates, Inc.: 19 years

Annual volume required to compensate for protected Coastal Bank (cy/lf (based on reach): 12.1 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 1.8 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
83 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

Criteria establishing eligibility:

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: Y

The Coastal Bank fronting this lot lacks vegetation and is comprised of erodible exposed soils from toe to top of slope. Rill erosion is observed on the bank face, and slumping is observed at the toe of slope, despite the presence of a coir terrace.

Coastal Bank Supports Vegetation: **P**

The Coastal Bank is sparsely vegetated along the upper half to upper third of the slope.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **N**

This lot contains a house. Distance of house from top of Coastal Bank is 25 feet. This house setback meets the imminent hazard criteria (40-foot setback) established for houses on Baxter Road.

Lot supports a pre-1978 Building[2]**: Y**

There has been a house on this lot since 1940.

Have Structures been improved since 2005[2]**: N**

The building department building permit records shows there have been no improvements since 2001. The review of building permits issued for this lot is as follows:

2001: Relocate one story 2,330 s.f. dwelling and place on a new foundation on the same lot. No dimensional changes occurred – 0% change in habitable space.

1991: Addition to a one story 2,140 s.f. dwelling, Building Permit issued for a 200 s.f. sunroom addition and replacement roof over dining room – 9.3% increase in floor area.

1982: Addition to a one story 2,041 s.f. dwelling. Building Permit issued for a 99 s.f. kitchen extension – 4.9% increase in floor area. Structure dimension was determined to be 2,041 s.f. based on review of plot plans included in the 1982 and 1991 Building Permit files. Note: There is

confusion caused reviewing just application because the pre-permit square footage is listed erroneously as 1,150 s.f on the 1982 application. Based on plot plans included in the record and documents filed for subsequent permits issued for this property, it is clear that this square footage entry was entered in error and should have been 2,041s.f. to be consistent with the balance of the record.

Conclusion: Cumulative increase in habitable space from 1982 to 1991 was 299 s.f. divided by original floor area of 2,041 s.f. correlates to 14.2% increase in floor area, assumed to be habitable space. Therefore, the pre-2005 cumulative increase in habitable space is less than 20%, and would not meet definition of "substantial improvement", if applicable.

Was the house previously relocated landward on lot ("planned retreat"): Y

The house was moved landward in 2001.

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: N

The house was moved as far west as possible, and is now right along the Baxter Road right of way.

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 2.7 ft /year (Reach 3)

Time period of retreat calculations by Epsilon Associates, Inc.: 14 years

Annual volume required to compensate for protected Coastal Bank (cy/lf) (based on reach): 7.1 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 3.1 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
81 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

Criteria establishing eligibility:

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: Y

The Coastal Bank fronting this lot is partially vegetated and is comprised of erodible exposed soils from toe to top of slope. Rill erosion is observed on the bank face, and slumping is observed at the toe of slope, despite the presence of a coir terrace.

Coastal Bank Supports Vegetation: **P**

The Coastal Bank is partially vegetated. Sparse vegetation is present along the upper half of the slope.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **N**

This lot contains a house. Distance of house from top of Coastal Bank is 48 feet. This house setback does not meet the imminent hazard criteria (40-foot setback) established for houses on Baxter Road.

Lot supports a pre-1978 Building[2]**: Y**

The original house was constructed in 1923. The new house was built in 1994.

Have Structures been improved since 2005[2]**: N**

The building department building permit records show there have been no improvements since 2001. The review of building permits issued for this lot is as follows:
2001: Addition to dwelling, add deck, renovate 1st floor.
1993: 2 Construction of a 2 story, 4 bedroom single family dwelling.
1993: Demolish a 1392 sf, one story dwelling with three bedrooms.

Was the house previously relocated landward on lot ("planned retreat"): Y

The house was moved in 1993.

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: N

The house was moved as far west as possible, and is now right along the Baxter Road right of way.

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 2.7 ft /year (Reach 3)

Time period of retreat calculations by Epsilon Associates, Inc.: 14 years

Annual volume required to compensate for protected Coastal Bank (cy/lf (based on reach): 7.1 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 3.1 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
79 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

<u>Criteria establishing eligibility:</u>

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: Y

The Coastal Bank fronting this lot is mostly vegetated and is comprised of erodible exposed soils along the toe of slope. Slope failure is observed on the bank face despite the presence of a coir terrace.

Coastal Bank Supports Vegetation: **P**

The Coastal Bank is mostly vegetated. partially vegetated. The toe lacks vegetated and crescent shaped areas of exposed soil (no vegetation) are signs of slope failure.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **N**

This lot contains a house. Distance of house from top of Coastal Bank is 50 feet. This house setback does not meet the imminent hazard criteria (40-foot setback) established for houses on Baxter Road.

Lot supports a pre-1978 Building[2]**: Y**

There has been a house on this lot since 1916/1923.

Have Structures been improved since 2005[2]**: N**

The building department building permit records shows there have been no improvements since 1999 with the most recent permit issued to relocate the house on the lot in 2013 with no dimensional changes. The review of building permits issued for this lot is as follows:

<u>2013:</u> Relocate single family house on the same lot. Building Permit reports dwelling contains 3,738 s.f. total floor area. No dimensional changes with building relocation – 0% change in habitable area.

1999: Replace windows and redo roof walk. No dimensional changes – 0% change in habitable area.
1997: Deck addition to dwelling. Building Permit issued for a 287 s.f. deck addition – 0% in habitable area
1989: Alteration and addition to single family 3,272 s.f. dwelling. Building Permit issued for 466 s.f. net addition, use undefined – 14.2% increase in floor area. Pre-addition total floor area was determined to be 3,272 s.f. as there are no other additions recorded in Building Department files between 1989 and 2013.

Summary: Cumulative increase in habitable space from 1989 to 2013 was 466 s.f. divided by original floor area of 3,272 s.f. correlates to 14.2% increase in floor area, assumed to be habitable space. Therefore, this dwelling is eligible as a pre-1978 house because the cumulative increase in habitable space is less than 20%.

Was the house previously relocated landward on lot ("planned retreat"): Y

The house was moved in 2013.

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: N

The house is located right along the Baxter Road ROW.

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 2.7 ft /year (Reach 3)

Time period of retreat calculations by Epsilon Associates, Inc.: 14 years

Annual volume required to compensate for protected Coastal Bank (cy/lf) (based on reach): 7.1 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 3.1 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
77 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

Criteria establishing eligibility:

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: Y

The Coastal Bank fronting this lot is partially vegetated and is comprised of erodible exposed soils from toe to top of slope. Extensive portion (about 50%) of the slope is comprised of exposed soil. Slope failure is observed, despite the presence of a coir terrace.

Coastal Bank Supports Vegetation: **P**

The Coastal Bank is partially vegetated, only about 5% cover by vegetation. Sparse vegetation is present along the upper third of the slope.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **N**

This lot contains a house. Distance of house from top of Coastal Bank is 76 feet. This house setback does not meet the imminent hazard criteria (40-foot setback) established for houses on Baxter Road.

Lot supports a pre-1978 Building[2]**: Y**

There has been a structure (two garages linked to house at 79 Baxter) on this lot since 1940. The primary house, subsequently moved back on the lot, was built in 1962/3.

Have Structures been improved since 2005[2]**: Y**

The building department building permit records shows there have been improvements since 2005. The review of building permits issued for this lot is as follows:

2005: Demolish 558 s.f. bunk house – 558 s.f. reduction in habitable space.

2006: Relocate single family house on same lot and add 555 s.f. addition per Certificate of Appropriateness No. 47427 – 555 s.f increase inhabitable space.

Summary: Net change is a 3 s.f. reduction in floor area. Therefore, this dwelling is eligible as a pre-1978 house because the cumulative increase in habitable space is less than 20%.

Was the house previously relocated landward on lot ("planned retreat"): Y

Yes the house was moved in 2006.

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: N

The house was moved as far west as possible, and is now right along the Baxter Road right of way.

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 2.7 ft /year (Reach 3)

Time period of retreat calculations by Epsilon Associates, Inc.: 14 years

Annual volume required to compensate for protected Coastal Bank (cy/lf) (based on reach): 7.1 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 3.1 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
75 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

Criteria establishing eligibility:

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: Y

The Coastal Bank fronting this lot is partially vegetated, the southerly half appears well vegetated while the northerly half shows signs of slope failure. The toe of slope exhibits toe erosion.

Coastal Bank Supports Vegetation: **P**

The Coastal Bank is partially vegetated. The southerly half appears well vegetated while on the northerly half staggered voids in the vegetation is observed which is a sign of slope failure.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **N**

This lot contains a house. Distance of house from top of Coastal Bank is **41 feet**. This house setback does not meet the imminent hazard criteria (**40-foot setback**) established for houses on Baxter Road.

Lot supports a pre-1978 Building[2]**: Y**

There has been a house on this lot since 1922/1923.

Have Structures been improved since 2005[2]**: N**

The building department building permit records shows there have been no improvements since 2005. The review of building permits issued for this lot is as follows:

2004: Added dormer and windows to existing garage, replace garage doors, add storage loft, construct pergola. T

2002: Add dormer, add two decks, renovate interior.

Was the house previously relocated landward on lot ("planned retreat"): Y

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: N

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 2.7 ft /year (Reach 3)

Time period of retreat calculations by Epsilon Associates, Inc.: 14 years

Annual volume required to compensate for protected Coastal Bank (cy/lf) (based on reach): 7.1 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 3.1 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
73 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

<u>Criteria establishing eligibility:</u>

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: Y

The Coastal Bank fronting this lot is partially vegetated and is comprised of erodible soils. The lower third of the slope is mostly exposed soils and the toe exhibits erosion.

Coastal Bank Supports Vegetation: **P**

The Coastal Bank is partially vegetated with vegetation on the upper two thirds of the slope, and most exposed soil on the lower one third of the slope.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **N**

This lot contains a house. Distance of house from top of Coastal Bank is 65 feet. This house setback does not meet the imminent hazard criteria (40-foot setback) established for houses on Baxter Road.

Lot supports a pre-1978 Building[2]**: Y**

There has been a house on this lot since 1920.

Have Structures been improved since 2005[2]**: Y**

The building department building permit records shows there have been improvements since 2005. The review of building permits issued for this lot is as follows:

<u>2012:</u> Relocate single family dwelling on same lot. Demolish 350 sf of 1st floor, add 150 sf to first floor for kitchen, renovate baths, reside, and re-roof. Net change is a 200 s.f. reduction in floor area.
<u>1989:</u> Construct a 10 ft x 14 ft (140 s.f.) addition to garage for storage – 0% increase in habitable space.
<u>1989:</u> Construct 253 s.f. addition for library.

1986: Addition of 2nd story bathroom no area provided. Bathroom is not considered habitable space – 0% increase in habitable space.

Summary: No total square foot of floor area could be affirmed from the records. Review of the 1989 permit application suggests the principle structure had a floor area of 1,534 s.f. Records show that between 1989 and 2013 there was a net increase 53 sf in habitable space. This correlates to approximately a 3.5% increase in floor area. Therefore, this dwelling is eligible as a pre-1978 house because the cumulative increase in habitable space is less than 200%, if applicable.

Was the house previously relocated landward on lot ("planned retreat"): Y

The house was moved landward in 2012.

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: N

The house was moved as far west as possible, and is now right along the Baxter Road right of way.

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 2.7 ft /year (Reach 3)

Time period of retreat calculations by Epsilon Associates, Inc.: 14 years

Annual volume required to compensate for protected Coastal Bank (cy/lf) (based on reach): 7.1 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 3.1 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
71 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

Criteria establishing eligibility:

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: Y

The Coastal Bank fronting this lot is partially vegetated and is comprised of erodible exposed soils with rill erosion observable on the slope. The toe of slope is subject to erosion.

Coastal Bank Supports Vegetation: **P**

The Coastal Bank is sparsely vegetated.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **N**

This lot contains a house. Distance of house from top of Coastal Bank is 59 feet. This house setback does not meet the imminent hazard criteria (40-foot setback) established for houses on Baxter Road.

Lot supports a pre-1978 Building[2]**: Y**

There has been a house on this lot since 1932/1939.

Have Structures been improved since 2005[2]**: Y**

The building department building permit records shows there have been improvements since 2005. The review of building permits issued for this lot is as follows:

2009: Relocate the dwelling on the same lot, remove additions, construct finished full cellar. Renovate 1st floor 1500 sf and add 2nd floor 400 sf.
2009: Dismantle cottage/garage.
2005: Construct deck at east entrance and outside shower.
2004: Repair/replace walls and renovate bathroom (interior only).
1982: Bedroom addition.

Was the house previously relocated landward on lot ("planned retreat"): Y

The house was moved landward in 2009.

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: N

<u>Required Sand Contribution Volume:</u>

Site specific Coastal Bank Retreat Rate: 2.7 ft /year (Reach 3)

Time period of retreat calculations by Epsilon Associates, Inc.: 14 years

Annual volume required to compensate for protected Coastal Bank (cy/lf) (based on reach): 7.1 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 3.1 years

<u>Notes:</u>

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
69 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

Criteria establishing eligibility:

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: Y

The Coastal Bank fronting this lot is partially vegetated and is comprised of erodible soils. The southerly third of the slope is primarily exposed soil with signs of rill erosion observed. The toe of slope and lower quarter of the slope is primarily exposed soil and is subject to erosion.

Coastal Bank Supports Vegetation: **P**

The Coastal Bank is partially vegetated. Sparse vegetation is present along the northerly half of the slope while the southerly half has very sparse vegetative cover. The toe lacks vegetative cover.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **N**

This lot contains a house. Distance of house from top of Coastal Bank is **45 feet**. This house setback does not meet the imminent hazard criteria (40-foot setback) established for houses on Baxter Road.

Lot supports a pre-1978 Building[2]**: Y**

There has been a house on this lot since 1940 with a new house constructed in 1996.

Have Structures been improved since 2005[2]**: N**

The building department building permit records shows there have been no improvements since 2005. The review of building permits issued for this lot is as follows:

1999: Add wet bar and powder room in basement.
1997: Move the house constructed in 1940 house to 320R Milestone.
1997: Move garage to 320R Milestone.

1996: Build 2 story, 5 bedroom single family dwelling. First floor 1920 sf, Second floor 1830 sf.

Was the house previously relocated landward on lot ("planned retreat"): Y

The house built in 1940 was moved off the lot in 1997.

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: Y

There is approximately 38 feet of landward space on the lot.

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 1.0 ft /year (Reach 4)

Time period of retreat calculations by Epsilon Associates, Inc.: 14 years

Annual volume required to compensate for protected Coastal Bank (cy/lf) (based on reach): 2.3 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 9.6 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
67 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

Criteria establishing eligibility:

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: Y

The Coastal Bank fronting this lot is comprised of erodible soils with the northerly third of the slope comprised of exposed soils. The toe of slope is subject to erosion.

Coastal Bank Supports Vegetation: **P**

The Coastal Bank is partially vegetated. The northern portion of the bank is primarily denuded while vegetation is present along the southern portion of the bank.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **N**

This lot contains a house. Distance of house from top of Coastal Bank is 51 feet. This house setback does not meet the imminent hazard criteria (40-foot setback) established for houses on Baxter Road.

Lot supports a pre-1978 Building[2]**: Y**

There has been a house on this lot since 1930.

Have Structures been improved since 2005[2]**: N**

The building department building permit records shows there have been no improvements since 2005. The review of building permits issued for this lot is as follows:

2002: Renovation of relocated dwelling, two new decks – sewer; add porch and second floor deck.
2002: Repairs and re-shingling side and roof, red fire proof shingles on roof (note- it looks like this is permit is for the garage).
2001: Relocate dwelling on the same lot for setback compliance.
1979: Construct 5'6" x 9' and 5'6" x 16' additions.

Was the house previously relocated landward on lot ("planned retreat"): Y

The house was moved in 2001.

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: Y

There is approximately 53 feet of landward space on the lot.

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 1.0 ft /year (Reach 4)

Time period of retreat calculations by Epsilon Associates, Inc.: 14 years

Annual volume required to compensate for protected Coastal Bank (cy/lf) (based on reach): 2.3 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 9.6 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
65 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

Criteria establishing eligibility:

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: Y

The Coastal Bank fronting this lot is partially vegetated and is comprised of erodible soils. The crescent shaped zones of exposed soils on the southerly half of the slopes are signs of slope failure. The entire toe of slope is subject to erosion.

Coastal Bank Supports Vegetation: **P**

The Coastal Bank is partially vegetated. Extensive areas, about southerly two thirds of the slope faces is sparsely vegetated with crescent shaped areas of exposed soils. The toe lack vegetation.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **N**

This lot contains a house. Distance of house from top of Coastal Bank is 37 feet. This house setback does meet the imminent hazard criteria (40-foot setback) established for houses on Baxter Road.

Lot supports a pre-1978 Building[2]**: Y**

There has been a house on this lot since 15.

Have Structures been improved since 2005[2]**: N**

The building department building permit records shows there have been no improvements since 2005. The review of building permits issued for this lot is as follows:

2001: Renovate garage.
2001: Renovate shed.
2001: Raise house to provide cellar. Completely renovate three-story single-family dwelling.

Was the house previously relocated landward on lot ("planned retreat"): N

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: Y

There is approximately 60 feet of landward space on the lot.

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 1.0 ft /year (Reach 4)

Time period of retreat calculations by Epsilon Associates, Inc.: 14 years

Annual volume required to compensate for protected Coastal Bank (cy/lf) (based on reach): 2.3 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 9.6 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
63 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

Criteria establishing eligibility:

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: Y

The Coastal Bank fronting this lot is partially vegetated. The northerly third of the slope shows exposed soil with crescent shaped exposed soils across the entire slope extending about one quarter up the slope. Those are signs of sloe failure. The toe is subject to erosion.

Coastal Bank Supports Vegetation: **P**

The Coastal Bank is partially vegetated. Vegetation is present along the southerly half two thirds of the slope, while the northerly third of the slope supports very sparse vegetated to the top of the slope. Crescent shaped areas lacking vegetation are signs of slope failure. The toe of slope lacks vegetation.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: N

This lot contains a house. Distance of house from top of Coastal Bank is 34 feet. This house setback does meet the imminent hazard criteria (40-foot setback) established for houses on Baxter Road.

Lot supports a pre-1978 Building[2]: Y

There has been a house on this lot since 1890/1892.

Have Structures been improved since 2005[2]: Y

The building department building permit records shows there have been improvements since 2005. The review of building permits issued for this lot is as follows:

2007: Garage and store room.
2005: Demolish shed.
2004: Construct second dwelling.

2004: Demolish guest house/garage.
2002: Renovate existing dwelling unit approximately 3000 sf. Reroof and shingle walls.

Was the house previously relocated landward on lot ("planned retreat"): N

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: Y

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 1.0 ft /year (Reach 4)

Time period of retreat calculations by Epsilon Associates, Inc.: 14 years

Annual volume required to compensate for protected Coastal Bank (cy/lf) (based on reach): 2.3 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 9.6 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
61 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

Criteria establishing eligibility:

Coastal Dune fronting Lot: N

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has been permanently lost.

Coastal Bank fronting the lot is eroding: Y

The Coastal Bank fronting this lot is vegetated and is comprised of erodible soils. Lower fifth of the slope lacks vegetation and shows signs of erosion despite being protected by a coir terrace.

Coastal Bank Supports Vegetation: **P**

The Coastal Bank is partially vegetated. Vegetation is present along the upper four fifths of the slope, with the lower portion free of vegetation at the toe of slope.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **N**

This lot contains a house. Distance of house from top of Coastal Bank is 68 feet. This house setback does not meet the imminent hazard criteria (40-foot setback) established for houses on Baxter Road.

Lot supports a pre-1978 Building[2]**: Y**

There has been a house on this lot since 1893/1894.

Have Structures been improved since 2005[2]**: N**

The building department building permit records shows there have been no improvements since 2005. The review of building permits issued for this lot is as follows:

2004: Repair existing porch decking and joists. Reroof 2800 sf, trim of single dwelling, and amendment to re-shingle renovate kit, laundry and 4 baths. Foundation repairs. First floor girder replacement, insulate and add heat. Upgrade plumbing and electrical.

Was the house previously relocated landward on lot ("planned retreat"): N

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: N

<u>Required Sand Contribution Volume:</u>

Site specific Coastal Bank Retreat Rate: 1.0 ft /year (Reach 4)

Time period of retreat calculations by Epsilon Associates, Inc.: 14 years

Annual volume required to compensate for protected Coastal Bank (cy/lf) (based on reach): 2.3 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 9.6 years

<u>Notes:</u>

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
59 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

Criteria establishing eligibility:

Coastal Dune fronting Lot: Y

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has reformed at the base of the slope.

Coastal Bank fronting the lot is eroding: Y

The toe of the coastal bank experiences erosion. The coastal dune fronting the bank is in transition. It was eroded away during the March 2018 storms, but had reformed by Winter 2020.

Coastal Bank Supports Vegetation: **Y**

The Coastal Bank is vegetated.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **N**

This lot contains a house. Distance of house from top of Coastal Bank is 65 feet. This house setback does not meet the imminent hazard criteria (40-foot setback) established for houses on Baxter Road.

Lot supports a pre-1978 Building[2]**: Y**

There has been a house on this lot since 1905/1923.

Have Structures been improved since 2005[2]**: Y**

The building department building permit records shows there have been improvements since 2005. The review of building permits issued for this lot is as follows:

2011: Raise dwelling and place on new full foundations. Finish the basement bedroom, two bathrooms, living room; renovate 495 sf, add 97 sf first floor; renovate 153 sf second floor.
2003: Replace fixtures and tile in three bathrooms.
1999: Remove enclosure on 166 sf porch; add steps and door.
1996: Build garage/workshop.

1991: Rebuild front porch, alter windows and doors, reside and reroof and amendment to add 121 sf porch enclosure, bedroom, and bathroom.
1991: Rebuild shed.

Was the house previously relocated landward on lot ("planned retreat"): N

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: N

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 1.0 ft /year (Reach 4)

Time period of retreat calculations by Epsilon Associates, Inc.: 14 years

Annual volume required to compensate for protected Coastal Bank (cy/lf) (based on reach): 2.3 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 9.6 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Jurisdictional Review for Protecting Existing Structures at:
55 Baxter Road

Following are the criteria reviewed to document that lots on the east side of Baxter Road are eligible for construction of a coastal engineering structure to protect existing structures on this lot, or infrastructure proximate to this lot, from loss or damage by coastal floodwaters. This is based on criteria established for Coastal Bank in the Nantucket Wetlands Protection Bylaw Regulations (Section 2.05) and the Massachusetts Wetland Protection Regulations (310 CMR 10.30). The information presented below is summarized in Table 1. Summary of Qualifications to Protect the Coastal Bank from Erosion with a CES.

Criteria establishing eligibility:

Coastal Dune fronting Lot: Y

The Coastal Dune along the Sconset shoreline has been eroding from north to south starting in the 1970's. The dune fronting this parcel has reformed at the base of the slope.

Coastal Bank fronting the lot is eroding: Y

The toe of Coastal Bank and narrow fringing dune is subject to erosion.

Coastal Bank Supports Vegetation: **Y**

The Coastal Bank is vegetated along the entire slope.

On vacant lots, Coastal Bank significant to protect Public Infrastructure[1]: **N**

This lot contains a house. Distance of house from top of Coastal Bank is 36 feet. This house setback does meet the imminent hazard criteria (40-foot setback) established for houses on Baxter Road.

Lot supports a pre-1978 Building[2]**: Y**

There has been a house on this lot since 1890.

Have Structures been improved since 2005[2]**: N**

The building department building permit records shows there have been no improvements since 2005. The review of building permits issued for this lot is as follows:

1998: Relocate dwelling on same lot, new finished cellar, renovate remaining two stories – porch.
1973: Addition (library)

Was the house previously relocated landward on lot ("planned retreat"): Y

The house was moved in 1998.

There is adequate space on this lot to re-locate the house further landward from the top of Coastal Bank: N

Required Sand Contribution Volume:

Site specific Coastal Bank Retreat Rate: 1.0 ft /year (Reach 4)

Time period of retreat calculations by Epsilon Associates, Inc.: 14 years

Annual volume required to compensate for protected Coastal Bank (cy/lf) (based on reach): 2.3 cy/lf

Proposed Starting Volume in Template: 22 cy/lf

Years of annual contribution available in template (i.e., 22/ annual volume)[3]: 9.6 years

Notes:

1. Pursuant to the By-Law Regulations a CES is allowed to protect public infrastructure from loss or damage by floodwaters [Bylaw Section 2.5].
2. Pursuant to Bylaw Regulations and state regulations, a CES is allows to protect structures / buildings constructed adjacent to the Coastal Bank before August 1978 (date when state regulations became effective). Bylaw Regulations prevent use of CES to protect pre-1978 structures that were substantially improved. The Substantially improved clause was added to the Bylaw regulation in 2005. Substantial Improvement is defined in the Bylaw Regulations as cumulative expansion of habitable space greater than twenty percent (20%). [1.02]
3. Calculated by dividing the full template volume (22 cy/lf) by the required annual sand contribution (varies cy/lf/yr)

Expanded Baxter Road and Sconset Bluff Storm Damage Prevention Project
Qualification of Lots Eligible for Protection by a CES

Appendix 3 – Sand Mitigation Volume

Sand Contribution Volume for Full Length Project

The required sand contribution for the full-length project (existing project plus proposed project) was determined by reach (or segment) of the project shoreline. Four reaches were identified to better define the sand contribution off the existing bluff. This is the volume of sand that needs to be available on the template to re-cover exposed geotubes so that adequate sand is contributed to the littoral drift to compensate for sand that can no longer be contributed from the bluff because of the CES. These reaches were defined based on location, height of bluff, bluff supporting vegetation and observed erosion. These reaches are the following:

Reach 1 – Lots 107 to 117

Reach 2 – Lots 85 to 105 (existing project plus 85 Baxter Road)

Reach 3 – 71 to 83

Reach 4 – 59 to 69

Results of required sand volume based on standard CZM and MassDEP policy (length of bluff x height of bluff x retreat rate = volume / foot) are presented below in Table 2. To avoid introducing new data into discussion, the data used to prepare Table 2 are those that were used to determine the retreat rates and contribution volumes presented in the Notice of Intent ("NOI"). The data for the existing project (Reach 2) was presented in the January 2018 NOI as Attachment G. Data used for Reaches 1, 3 and 4 were those presented in the January 2018 NOI as:

Table 2-1 Average Bank Retreat Rates, 107-119 Baxter Rd and 71-85 Baxter Rd

Table 2-2 Detailed Analysis of Bank Retreat from 1994-2017 at 107-119 Baxter Rd

Table 2-3 Detailed Analysis of Bank Retreat from 2003-2017 at 85-71 Baxter Rd

Table 2-3 Detailed Analysis of Bank Retreat from 2003-2017 at 85-71 Baxter Rd (Continued)

Table 2-4 Bank Height 59-85 Baxter Road and 107-119 Baxter Road

Table 2. Sand Contribution Volume by Reach

Reach	Lots	Length (ft)	Avg. Bank Height (ft)	Annual Average Retreat Rate (ft/yr)	Volume (cy)	Annual Contribution (cy/lf)
1	117-107	730	92	2.0	4,975	6.8
2	105-85	1,280	70	4.7	15,486	12.1
3	83-71	940	71	2.7	6,634	7.1
4	69-59	680	61	1.0*	1,533	2.3
Total		3,630			28,627	7.9

* Based on retreat rate determined for Lot 71 Baxter Road

The average annual contribution presented in Table 2 differs from that presented in the NOI, because of how the retreat rate is evaluated by segment vs. the full length weighted average. The Epsilon retreat is measured at the top of the bluff. South of 71 Baxter Road bluff erosion is toe erosion which has not yet been translated up to the top of bluff. For the analysis summarized in Table 2 we used the retreat rate observed on 71 Baxter Road (1 ft/yr) for the fourth reach. While in the NOI the average retreat rate observed from 71 to 85 Baxter Road (3.5 ft/yr) was carried for the reach south of 71 Baxter Road. Using that higher rate for the fourth reach increased the projected sand contribution presented in the NOI vs. what is presented above.

Sand Contributed off the Existing Template

The existing approximately 950-foot-long geotube CES is covered by sand, i.e. the sand template. When it was constructed approximately 20,000 cubic yards (cy) of sand (which correlates to the 22 cy of sand per linear foot (lf) [cy/lf] was placed to establish the template. This does not mean that 22 cy/lf of sand is contributed off the template each year to the beach, rather it means the template is maintained to ensure there is an adequate amount of sand readily available to re-cover exposed geotubes during the storm season.

Annual monitoring of the existing CES since it was constructed shows that on average approximately 13.8 cy/lf of sand was contributed off the template on to the beach and ultimately into the littoral drift system. The subset of years that only required maintenance the average contribution rate was only 10.25 cy/lf. See Table 3 below. Very active storms seasons, such as 2018 during which nearly 20,000 cy of sand was contributed off the template, while quieter years such as 2019 approximately 500 cy/lf was contributed off the template. Note this average volume approximates the volume of sand calculated to be contributed off the unprotected bluff (12.1 cy/lf) based on the shoreline retreat analysis for the period of 1994 – 2013.

Table 3. Sand Volume Contributed Off the Template

	Construction Sand Years		Maintenance Sand Years						
	12/13 – 3/14	4/14 – 3/15	4/15 – 3/16	4/16 – 5/17	6/17 – 5/18	5/18 – 12/19	12/19 – 6/20[1]	**Total**	**Avg.**
Volume (cy)	21,758	13,966	10,723	8,550	19,541	515	12,350[2]	**87,403**	
Rate (cy/lf)	25.5	16.4	11.3	8.9	20.3	0.5	10.5		**13.7**
Volume (cy)			10,723	8,550	19,541	515	12,350[2]	**51,679**	
Rate (cy/lf)			11.3	8.9	20.3	0.5	13		**10.8**

1. Estimated volume, analysis of recent drone data is being finalized.
2. Exceeded minimal volume needed to re-cover tubes, included effort to skim sand with man-made debris to remove that sand from the template.

Figure 5. Approximate Location of Bluff Reaches
(Not to Scale)

Memorandum of Understanding
Between
The Town of Nantucket
and
Siasconset Beach Preservation Fund, Inc.
for the Design, Permitting and Construction
of a Coastal Erosion Structure
and for the Protection and/or Relocation of Baxter Road

This Memorandum of Understanding ("MOU") is entered into this 5th day of July, 2013, by and between the Board of Selectmen of the Town of Nantucket (the "Town") and Siasconset Beach Preservation Fund, Inc. ("SBPF"), a Massachusetts 501(c)(3) corporation created by residents of Nantucket to protect historic homes and associated public infrastructure along Baxter Road in the Siasconset area of Nantucket; hereunto duly authorized.

WHEREAS, the Town and SBPF have determined that certain private homes located on or near Siasconset Bluff and Baxter Road, a public way, may be imminently threatened with damage and/or loss and destruction due to severe erosion of the bluff which has intensified since the Winter of 2012-2013;

WHEREAS, the Board of Selectmen has determined pursuant to Chapter 67 of the Town Code, Management of Coastal Properties Owned by the Town, that an emergency exists that threatens public roads and other assets from imminent destruction;

WHEREAS, both Parties have agreed to cooperate with one another to take prudent steps in an attempt to stabilize the coastal bluff thereby protecting the remaining privately-owned properties and structures and to ensure that Baxter Road remains open and accessible to provide safe access to the residents of Baxter Road and Sankaty Light, which may by necessity include the relocation and reconstruction of all or a portion of Baxter Road and public utilities that serve the residents in the area (the Project);

WHEREAS, the Board of Selectmen is committed to supporting measures that will have the likely effect of preventing damage to, or destruction of, Baxter Road as long as the Project as proposed by SBPF can be accomplished without resulting in further or additional coastal erosion, or other environmental damage, as may be determined by the Town's consultant, the Conservation Commission, and/or the Department of Environmental Protection;

WHEREAS, the Town and SBPF wish to set forth in this MOU the respective expectations of the Parties;

NOW THEREFORE, the Parties agree that the following framework and process will govern the cooperative effort to accomplish the goals set forth in this MOU.

1. The Project will be divided into three parts: (1) SBPF has proposed in Phase 1 the construction of a coastal erosion structure consisting of a rock revetment and reinstallation of the bluff walk for a distance of approximately 1500 linear feet located between approximately 75 and 119 Baxter Road, as shown more specifically on the map attached hereto depicting the proposed project area and proposed phases of construction, (2) Phase 2 proposes the construction of an additional revetment to protect the remaining exposed bank on the north end in and around Phase 1 and moving south approximately 2,500 feet to the start of the eroding bank, and (3) Phase 3 includes the planning, design, permitting, and construction or relocation of Baxter Road and public utilities if it becomes necessary due to further coastal erosion. A portion of the Project may be constructed on Town-owned land. In such event, the Town will provide SBPF with a license or other legal instrument to permit access to the Town land.

2. The Town will undertake steps forthwith to hire an independent consultant to conduct a peer review of SBPF's plan to stabilize the coastal bank by installing the revetment. The Town's consultant will also provide an assessment to the Town regarding the likelihood that the Project will achieve the intended result of stabilizing the coastal bank, and, in particular, that it will likely preserve Baxter Road. The agreed scope of the Town's consultant review is more fully set forth in the memorandum prepared by the DPW Director dated June 24, 2013, titled "Baxter Road engineering scope," which is incorporated herein by reference. As an additional scope of work, and subject to a further agreement on funding, the Town's Consultant will also provide a conceptual plan for providing alternative access to the residences served by Baxter Road in the event it becomes necessary, and will assist in the preparation of a survey to determine the ownership of the land on which the Project will be located. The Town shall afford SBPF a reasonable opportunity to review and comment on the scope of work for the Town's consultant study.

3. SBPF will file a Notice of Intent ("NOI") for Phase 1 with the Conservation Commission by July 5, 2013. The submission will be prepared by SBPF at its sole cost and expense, and SBPF will take the lead in the permitting effort. To the extent Town land is required for the Project, the Board of Selectmen hereby consents to the use of Town land in connection with the Project and agrees to sign off on the NOI as a landowner. This consent by the Town is subject to a report and recommendation from the Town's Consultant, and the Board of Selectmen reserves the right to withdraw its consent and support at any time.

4. SBPF agrees forthwith to provide a gift to the Town in an amount reasonably necessary to pay for the first phase of the Town's consultant study. SBPF also agrees immediately to provide funds to the Town in an amount sufficient for the reasonable and necessary legal fees and other costs incurred by the Town to implement this MOU through the completion of Phase 1. SBPF also agrees to further reimburse the Town for reasonable and necessary consultant and legal fees through the completion of Phases 2 and 3 in amounts agreed to by the Parties prior to commencing any work. If, at any time, the Town determines that additional reasonable and necessary consulting and legal fees or other expenses will likely be incurred, the Town will promptly notify SBPF

and SBPF shall make a further contribution of funds to the Town for its agreed upon share.

5. Assuming the necessary order of conditions is issued, SBPF will construct Phase 1 at its sole cost and expense commencing as soon as the required permits are issued and become final. It is hoped that this will be accomplished by early Fall 2013. SBPF acknowledges, however, that the Board of Selectmen has no control over the hearing process or the ultimate decision that the Conservation Commission may make, although the Board agrees that it will cooperate with SBPF in supporting the application process.

6. Prior to the construction of Phases 2 or 3, SBPF and the affected homeowners, including those located within proximity of the Project, will provide release and indemnification agreements to the Town, consents to easements and waivers of damages in the case of any taking by the Town which is necessary for the relocation and/or reconstruction of Baxter Road, or any other portion of the Project, and consents to betterment assessments, where appropriate, and SBPF shall also obtain to the fullest extent possible releases from homeowners potentially affected by the Project. SBPF agrees to commence immediately and to diligently pursue obtaining the consents and waivers as set forth in the paragraph. The Town shall have no obligation to proceed with Phases 2 or 3 unless it is satisfied that appropriate waivers and releases have been secured. SBPF will establish and fund an escrow account in an amount reasonably acceptable to both Parties to be used for the maintenance and repair of any coastal erosion structures that are constructed under Phase 1. SBPF shall also provide further funding as reasonably agreed by the parties in advance of Phase 2 and 3. The escrow agreement will provide a trigger mechanism for maintenance of the fund at an agreed upon level and will be replenished by the SBPF if the balance in the fund falls below the agreed-upon minimum level.

7. Because construction of Phase 1 will be performed solely by SBPF, the Parties believe there will be no requirement that the Massachusetts Public Bidding Laws be followed and the project will not be subject to the Prevailing Wage Law. The Town, however, makes no specific assurance in this regard, and the Parties acknowledge that SBPF and the Town will be required to follow all federal, state, and local laws and regulations applicable to the Project.

8. The Parties agree to diligently pursue the permitting, design, and construction of Phases 2 and 3 of the Project (if necessary) including an agreement on cost sharing and possible betterment assessments. If the cost of construction in either Phase 2 or 3 involves the proposed expenditure of Town funds, the Board of Selectmen shall vote whether to support such expenditure and the project will require and be conditioned on a Town Meeting appropriation at a Special or Annual Town Meeting. Construction work will be subject to the Massachusetts Public Construction Laws including the Prevailing Wage Law.

9. The Parties recognize that the order of the work in the three phases may have to be adjusted depending on the pace of continued erosion.

10. The Parties acknowledge that the ability to proceed with the Project is subject to the availability of funds including, in the case of the Town, an appropriation from Town Meeting, and it is dependent on the receipt of all required permits and approvals in a form reasonably satisfactory to both Parties.

11. If, at any time, either Party determines that it is not practical or prudent to proceed with the Project, this MOU may be terminated and shall have no further force or effect, except that to the extent SBPF has agreed to provide funding to the Town for any consulting, legal, or other services, SBPF shall be obligated to complete any funding obligations. Furthermore, any indemnification, betterment assessment, waiver of damages, or release agreements that have been executed, shall survive termination of this MOU.

Entered into the date and year written above.

Town of Nantucket

By its Board of Selectmen

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Siasconset Beach Preservation Fund, Inc.

By its President

_____

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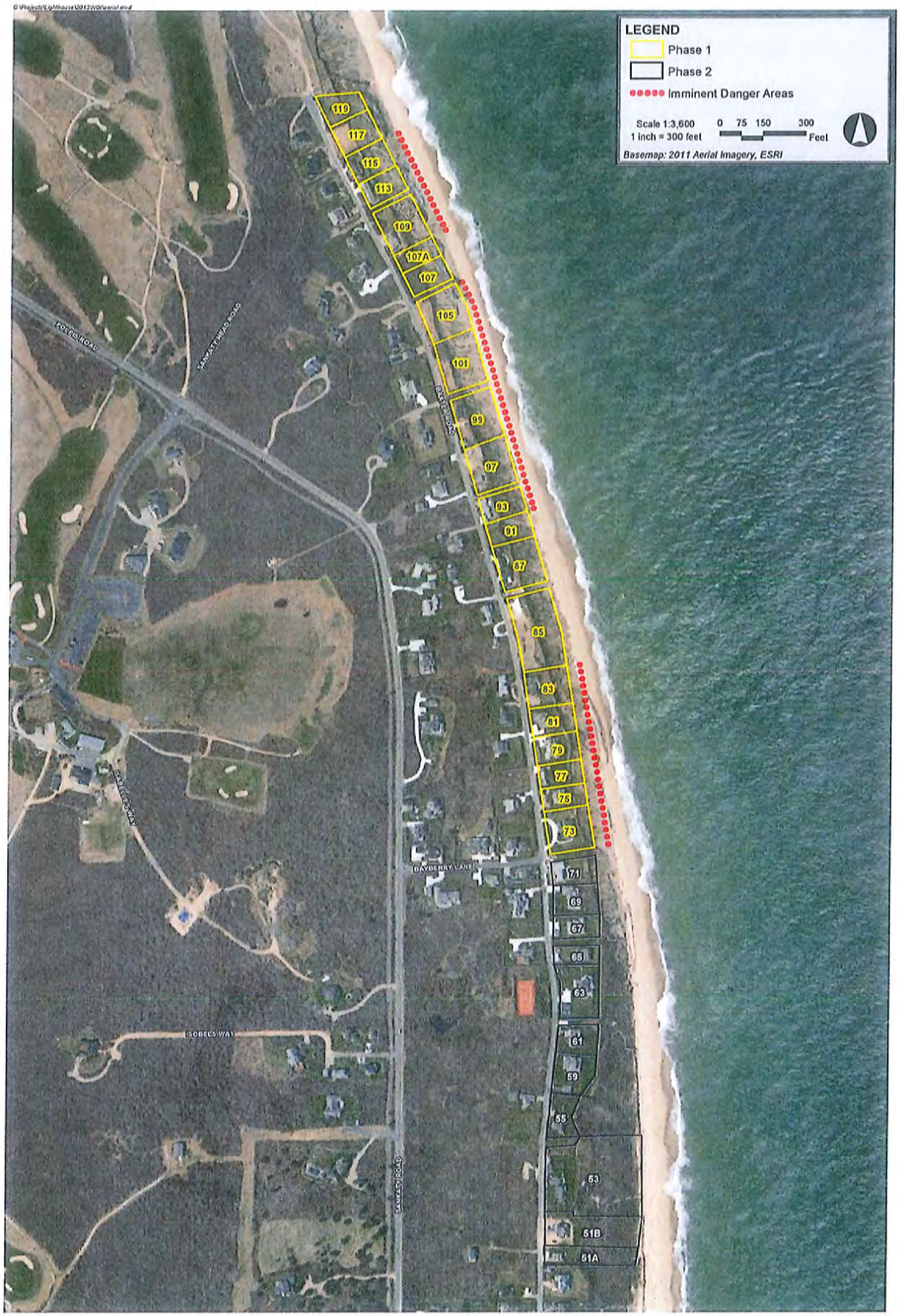

Baxter Road and Sconset Bluff Storm Damage Prevention Project Nantucket, MA

Figure 2
Aerial Locus

Amendment to the Memorandum of Understanding Between The Town of Nantucket and Siasconset Beach Preservation Fund, Inc. for the Design, Permitting and Construction of a Coastal Erosion Structure and for the Protection and/or Relocation of Baxter Road

This shall serve as an amendment ("Amendment") to the Memorandum of Understanding ("MOU") entered into on July 5, 2013, by and between the Board of Selectmen of the Town of Nantucket (the "Town") and Siasconset Beach Preservation Fund, Inc. ("SBPF"), a Massachusetts 501(c)(3) corporation created by residents of Nantucket to protect historic homes and associated public infrastructure along Baxter Road in the Siasconset area of Nantucket; hereunto duly authorized. Any and all terms and conditions of this Amendment which are inconsistent with the terms and conditions contained in the MOU are expressly intended to supersede such terms and conditions so that they shall no longer apply. All other terms and conditions shall remain in full force and effect.

WHEREAS, certain of the facts and assumptions underlying the terms and conditions set forth in the original MOU have changed and/or no longer apply, the parties recognize and wish to enter into this Amendment so as to bring their agreement up to date. Such changed facts and underlying assumptions include but are not limited to changes in the scope and timing of the erosion protection project and related actions, as well as changes which may result in a change to the funding mechanism referred to in numbered paragraph 7 of the MOU;

WHEREAS, during the public hearings on SBPF's underlying NOI and the findings of the Town's engineering consultant, the Town has identified two potential failures involving Siasconset Bluff in the area of Baxter Road, including 1) global failure which would be a catastrophic bank failure caused by undermining at the toe of the bluff by wave action; and 2) local failure which would result along smaller sections of the bluff and is more likely to be caused by runoff discharging from the top of the bank and running down the exposed face of the bluff, so that there is an immediate need for emergency measures to protect Baxter Road and the associated utilities temporarily, in order to maintain vehicular access and utility service to the residential properties on Baxter Road;

WHEREAS, the Town's engineering consultant has also determined that there is an immediate need for an emergency response action plan outlining how the Town will provide emergency vehicular access, water supply and sanitary sewer service to the residences at the north end of Baxter Road in the event of a failure of the roadway and that there is also a need for long-term planning for the potential eventual loss of Baxter

Road regardless of whether temporary and/or permanent protection measures for Siasconset Bluff are ultimately approved by the Town's Conservation Commission and the Massachusetts Department of Environmental Protection;

NOW THEREFORE, the Parties agree to the following amended course of action to that agreed to in the original MOU:

1. SBPF and the Town shall apply, as co-applicants, for approval of an emergency project to protect Baxter Road temporarily in the areas where Baxter Road appears to be in imminent danger due to erosion of Siasconset Bluff, specifically from 85 to 107A Baxter Road. SBPF shall pay for all engineering and construction costs related to such project, maintenance and repair of any approved installation, and mitigation and/or removal of any approved temporary protection installation in the event of failure of, or damage caused by such installation and shall also indemnify the Town against liability arising from damage caused by such installation.

2. SBPF shall provide funding for professional services for the Town including legal, engineering, and survey services, to formulate an emergency action plan outlining how the Town will provide emergency vehicular access, water supply, and sanitary sewer service, to the residences at the north end of Baxter Road, and shall ensure that utilities are notified and requested to provide an emergency response action plan for the relocation of electric, telephone and cable utility service to the area.

3. SBPF shall assist the Town with respect to long-term planning for the possible eventual loss of Baxter Road, regardless of whether a permanent coastal engineering structure is ultimately approved by the Conservation Commission, and SBPF agrees to assist the Town in preparing for "springing easements" triggered by the Town and/or County if there is a failure of Baxter Road, the criteria for which shall be established as soon as possible with the intent that the Town and/or County can act promptly in the event of such failure, to construct alternative access. SBPF shall provide the necessary funding for engineering and design services for construction of one or more alternative roadways, as well as funding necessary for surveys, preparation of easement taking plans, and appraisals for the relocation of Baxter Road. SBPF shall also endeavor to obtain easements or access agreements from private property owners so that takings can be avoided or minimized to the fullest possible extent.

4. The Town agrees to assist in expediting the public hearing and related processes on the emergency project so that the Conservation Commission's hearing on the emergency project opens on or before October 16, 2013, with the intent that emergency measures can proceed and be installed as soon as possible, and prior to the Winter, 2013/14 storm season. To the extent Town land is required for this emergency project, including access thereto, the Town by its Board of Selectmen hereby consents to such use, subject to permitting and applicable law.

Entered into this 9th day of October, 2013.

Town of Nantucket

By its Board of Selectmen

Siasconset Beach Preservation Fund, Inc.

By its President

483036/19726/0001

LICENSE AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2013, by and between the Town of Nantucket, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, having an address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (the "Town"), being the owner of Assessor's Parcel 48-8 in said Nantucket (the "Town Property") and Siasconset Beach Preservation Fund, Inc. ("SBPF"), a Massachusetts 501(c)(3) corporation created by residents of Nantucket to protect homes and associated public infrastructure along Baxter Road in the Siasconset area of Nantucket, and the owners of private properties (the "Private Property Owners") located along Baxter Road ("the "Private Property"), as listed on the signatory page of this document. SBPF represents and expressly warrants that it is a corporate entity with the legal authority to contract under state and federal law, and that the undersigned has express authority to sign this license as a binding contract on its behalf. SBPF shall also provide the Town with such corporate documents as are necessary to confirm these representations and warranty.

WHEREAS, the Town and the Private Property Owners are the owners of record of portions of the Town Property and the Private Property shown on a plan attached hereto as Exhibit A (the "Licensed Premises");

WHEREAS, the Town and SBPF have entered into a Memorandum of Understanding and Amendment to the Memorandum of Understanding agreeing that the Town and SBPF shall apply, as co-applicants, for approval of an emergency project (the "Project") to protect Baxter Road temporarily in the areas where Baxter Road appears to be in imminent danger due to erosion of Siasconset Bluff, specifically from 85 to107A Baxter Road; and

WHEREAS, the Town and SBPF, with the assent of the Private Property Owners have filed applications with the Nantucket Conservation Commission (the "Commission") for approval of the Project, which, if approved, would involve the entry upon and use of the Licensed Premises for construction of a coastal engineering structure upon the Licensed Premises, including the associated supplemental erosion protection, and associated inspections, repairs and mitigation activities, as described in the application materials to the Commission.

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

1. The Town and the Private Property Owners hereby grant to SBPF a non-exclusive license to enter and use the Licensed Premises to construct a coastal engineering structure to the extent such structure is permitted by the Commission, including the associated supplemental erosion protection, and associated inspection, repairs and mitigation activities and expressly subject to

any and all conditions which the Commission shall impose upon such permit, and subject also to any and all other federal, state, or local laws, bylaws, regulations or code provisions which may apply to the project, including applicable provisions of the Massachusetts Public Construction laws, including without limitation G.L. c. 30, § 39M relating to construction of public works projects, and any applicable provisions of G.L. c. 149 relating to the payment of prevailing wages, as may be determined by the Town in its sole discretion prior to SBPF entering into any contract for construction work on Town Property. Such entry and use shall be exercised from the date of the execution of this License, with no work altering the Licensed Premises to commence until the date upon which any permit from the Commission shall become effective, and shall continue until such date as it is terminated or the entry and use is no longer permitted in accordance with the conditions imposed upon the project by the Commission. The Private Property Owners also agree to grant the Town the necessary easements for a One Big Beach Easement as shown on a plan and in a form to be mutually agreed upon. The Town and the Private Property Owners make no representation or warranty, by said grant of license hereby or otherwise, that they have title to or rights in the Licensed Premises or that the Licensed Premises may be used for any purpose other than that expressly permitted and conditioned by the Commission. SBPF acknowledges that it has not relied upon any warranties or representations of the Town or the Private Property Owners nor any person acting on their behalf, and that SBPF agrees to accept the Licensed Premises "as is", with no liability on the part of the Town or the Private Property Owners for any condition or defect of title in the Licensed Premises, whether or not known to the Town or the Private Property Owners or any representatives. The terms of this paragraph shall survive the termination of this License.

2. SBPF shall own any coastal engineering structure and associated erosion control measures which may be permitted by the Commission and installed on the Licensed Premises. SBPF shall be solely responsible for the design and construction of the structure and the means, methods and techniques used for building the structure in accordance with the conditions imposed by the Commission and shall also bear all costs of design and construction. SBPF shall also be solely responsible for all costs necessary for maintenance and repair of the structure in accordance with any and all conditions of approval from the Commission, including the costs of any required mitigation, such as sand replenishment. SBPF shall also be solely responsible for the costs of removal of the structure upon either expiration of any deadline set forth in the Commission's Order of Conditions or prior thereto if removal is validly ordered by the Commission, or by the Board of Selectmen in connection with any revocation of this License and shall also be solely responsible for the cost of restoration of the Licensed Premises to the condition of the Licensed Premises at the time of the commencement of this License or if that is not possible, to conditions that restore the form and function of the disturbed bank

and beach to the fullest extent reasonably possible as approved by the Commission. SBPF shall provide the Town with a letter of credit or surety funds in an amount to be confirmed by the Director of Public Works and form satisfactory to the Town in order to secure the faithful performance of any of the foregoing obligations should SBPF fail to fulfill its obligations under this License Agreement, or the reasonable costs of removal and restoration, which shall remain in effect until the completion of all obligations under this License to the Town's reasonable satisfaction.

3. SBPF agrees to indemnify, defend with counsel of the defendant's choosing, and hold the Town and the Private Property Owners harmless from and against all claims, demands, losses, costs, damages, causes of action, or liabilities whatsoever, including but not limited to mechanic's liens and reasonable attorney's fees and expenses, which may be imposed upon, incurred by, or asserted against the Town or the Private Property Owners, or their respective agents, employees, successors and assigns of either by third parties by reason of (a) the construction, maintenance, mitigation, or removal of, any coastal engineering structure permitted by the Commission and any failure on the part of SBPF, its agents, contractors, or representatives to comply with any condition required to be performed or complied with by SBPF by the Commission; (b) for death, bodily 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 defendant, relating in any way, to SBPF's exercise of its rights under this License; (c) any claims seeking damages for alleged adverse effects arising from the construction of the coastal engineering structure including but not limited to alleged adverse effects to downdrift properties, claims for takings, property damage, loss of use, negligence, nuisance, trespass, or diminution of property value; (d) the discharge, release or threatened release at or from the Licensed Premises of oil or hazardous material as defined under federal, state or local law which is caused by SBPF, its agents, contractors, or representatives under this License. The terms of this paragraph shall survive the termination of this License.

4. SBPF will be solely responsible for any hazards created through SBPF's acts or omissions in connection with this License. Furthermore, SBPF and the Private Property Owners hereby release the Town and the County of Nantucket (the "County"), from any and all claims and liabilities of every kind, nature and description whatsoever, whether known or unknown, in both law and equity, which they have or may have had from the beginning of the world to the date of execution of this License, and more particularly with respect to any alleged acts or omissions of the aforesaid released parties concerning Baxter Road, erosion of Siasconset Bluff, and any related subject matter. SBPF and the Private Property Owners also release the Town and the County from any responsibility or liability for SBPF's or the Private Property Owner's losses or damages related to the condition of the Licensed Premises,

and agree and covenant that they will not assert or bring, nor cause any third-party to assert or bring any claim, demand, lawsuit or cause of action against the Town related to the Licensed Premises including without limitation, claims for takings, property damage, loss of use, negligence, nuisance, wrongful death, trespass, diminution in property value, personal injury damages and any other damages relating to or arising from the SBPF's use of the Licensed Premises. The provisions of this Paragraph shall survive the termination of this License.

5. SBPF also agrees to provide all funding for engineering and design services for the layout of a new public road, as well as funding for surveys, preparation of easement taking plans and appraisals.

6. This License shall not be construed as creating or vesting in the Licensees any estate in the Licensed Premises, but only the limited right of entry and use as hereinabove stated.

7. This License is personal and exclusive to SBPF and is not intended to run with the land. This License may not be transferred or assigned without the express written consent of the Town.

8. This License represents the complete understanding and entire agreement between the parties hereto with respect to the entry and use of the Licensed Premises. The terms of the aforesaid Memorandum of Understanding and Amendment to the Memorandum of Understanding shall remain in full force and effect to the extent they are consistent with this License. To the extent such terms are inconsistent, the terms of the License shall govern and any inconsistent terms shall be superseded and of no effect.

9. This License is to be interpreted under and construed in accordance with the laws of the Commonwealth of Massachusetts. If any portion of this License is deemed to be illegal, unenforceable or void by a court of competent jurisdiction, then all parties shall be relieved of their obligations under that provision, but the remainder shall be enforceable to the fullest extent permitted by law.

10. SBPF shall procure all necessary permits before undertaking any work on the Licensed Premises. The siting of the coastal engineering structure and associated activities shall be performed in accordance with the conditions set by the Commission. SBPF shall not permit any mechanics' liens or similar liens, to remain upon the Licensed Premises for labor and material furnished to SBPF or claimed to have been furnished to SBPF in connection with any work performed or claimed to have been performed at the direction of SBPF and SBPF shall cause any such lien to be released forthwith at no cost to the Town. During the exercise of the rights hereby granted, SBPF shall at all times conduct itself so as to not unreasonably interfere with the use or

operations of the Town on the Town Property, and the use of the Private Property by the Private Property Owners. The SBPF shall at all times comply with all applicable local, state, and federal rules, regulations, statutes and by-laws, and the permits and conditions issued for the project on the Licensed Premises.

11. This License shall be revocable by the Town at its sole discretion upon written notice of revocation at least sixty (60) days prior to the termination date stated within said notice. In the event that this License is terminated, then SBPF at its own expense shall remove the structure from the Licensed Premises and restore the Licensed Premises to the condition at the time of the commencement of this License and if this is not possible, to conditions that restore the form and function of the disturbed bank and beach to the fullest extent reasonably possible as agreed to by the Commission. This obligation shall survive the termination of this License.

12. SBPF shall maintain during the term of this License public liability insurance, including coverage for bodily injury, wrongful death and property damage, and coverage for any of the claims referenced in paragraphs 3 and 4 above, in the following minimum amounts: General Liability $10,000,000 per occurrence; Bodily Injury Liability $10,000,000 per occurrence; and Property Damage Liability or a combined single limit of $10,000,000 annual aggregate limit. Prior to entering upon the Licensed Premises, and thereafter on or before January 1 of each year of the term of this License, SBPF shall provide the Town with a certificate of insurance in each case indicating the Town as an additional insured on the policy and showing compliance with the foregoing provisions. SBPF shall require the insurer to give at least thirty (30) days written notice of termination, reduction or cancelation of the policy to the Town. SBPF or its contractors shall maintain workmen's compensation insurance during any site work, maintenance or repair on the Licensed Premises, as required by law. SBPF agrees that while any contractor is performing work on behalf of SBPF at the Licensed Premises the contractor shall carry liability insurance and automobile liability insurance in amounts of General Liability and Automobile Liability insurance in amounts of $3,000,000.00, combined single limit and shall name the Town as an additional insured party. Prior to any construction or site work on the Licensed Premises performed by SBPF or any contractor on behalf of SBPF on the Licensed Premises, SBPF shall provide the Town with a copy of the contractor's insurance certificate indicating liability insurance coverage as herein specified, and copies of any approval, permits, necessary or obtained to construct or siting of the dwelling and any construction or excavation work.

13. The Town reserves the rights and SBPF shall permit the Town to enter upon and use that portion of the Licensed Premises situated on the Town Property at any time and for all purposes at the Town's sole discretion provided it does

not unreasonably interfere with the operations of the SBPF on the Licensed Premises.

14. All notices given pursuant to this License shall be in writing and sent to the other party at the address set forth in the first paragraph hereof, by United States Mail or overnight express courier. Either party may, from time to time, specify one additional party to receive written notice in order for such notice to be binding.

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EXECUTED as an instrument under seal as of the date first above written.

TOWN OF NANTUCKET
By its Board of Selectmen

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_____

Siasconset Beach Preservation Fund, Inc.

By:_____

85 Baxter Road

By:_____

87 Baxter Road

By:_____

91 Baxter Road

By:_____

93 Baxter Road

By:_____

97 Baxter Road

By:_____

99 Baxter Road

By:_____

101 Baxter Road

By:_____

105 Baxter Road

By:_____

107 Baxter Road

By_____

107A Baxter Road

By:_____

EXECUTED as an instrument under seal as of the date first above written.

TOWN OF NANTUCKET
By its Board of Selectmen

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_____

Siasconset Beach Preservation Fund, Inc.

By: _____ President

85 Baxter Road

By: _____

87 Baxter Road

By: _____

91 Baxter Road

By: _____

93 Baxter Road

By: _____

97 Baxter Road

By: _____

99 Baxter Road

By: _____

101 Baxter Road

By: _____

105 Baxter Road

By: _____

107 Baxter Road

By _____

107A Baxter Road

By: _____

EXECUTED as an instrument under seal as of the date first above written.

TOWN OF NANTUCKET
By its Board of Selectmen

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Siasconset Beach Preservation Fund, Inc.

By:_____

85 Baxter Road

By:_____

87 Baxter Road

By:_____

91 Baxter Road

By:_____

93 Baxter Road

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97 Baxter Road

By:_____

99 Baxter Road

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101 Baxter Road

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105 Baxter Road

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107 Baxter Road

By_____

107A Baxter Road

By:_____

EXECUTED as an instrument under seal as of the date first above written.

TOWN OF NANTUCKET
By its Board of Selectmen

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Siasconset Beach Preservation Fund, Inc.

By:_____

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107 Baxter Road

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107A Baxter Road

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EXECUTED as an instrument under seal as of the date first above written.

TOWN OF NANTUCKET
By its Board of Selectmen

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Siasconset Beach Preservation Fund, Inc.

By:_____

85 Baxter Road

By:_____

87 Baxter Road

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91 Baxter Road

By:_____

93 Baxter Road

By:_____

97 Baxter Road Margaret O McQuade

By: Laurna C McQuade

99 Baxter Road

By:_____

101 Baxter Road

By:_____

105 Baxter Road

By:_____

107 Baxter Road

By_____

107A Baxter Road

By:_____

EXECUTED as an instrument under seal as of the date first above written.

TOWN OF NANTUCKET
By its Board of Selectmen

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Siasconset Beach Preservation Fund, Inc.

By: _____

85 Baxter Road

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107A Baxter Road

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EXECUTED as an instrument under seal as of the date first above written.

TOWN OF NANTUCKET
By its Board of Selectmen

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Siasconset Beach Preservation Fund, Inc.

By:_____

85 Baxter Road

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By:_____

101 Baxter Road

By:_____

105 Baxter Road

By: Marilee B. Matheson

107 Baxter Road

By_____

107A Baxter Road

By:_____

101 Baxter Road LLC

By: Walker III, on behalf of Member of "101 Baxter Rd LLC"

James E. Walker, III, Manager

105 Baxter Road

By:

107 Baxter Road

By

107A Baxter Road

By:

SIASC-1 OP ID: JD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/17/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Walter J. May Ins. Agcy.,Inc.
188 Whiting Street
Hingham, MA 02043-9840
Joan DeCoste
Phone: 781-749-4310
Fax:

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Essex Insurance Company	
INSURER B : Associated International	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Siasconset Beach Preservation
Josh Posner
PO Box 2279
Nantucket, MA 02584

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			TO BE ASSIGNED	12/17/13	12/17/14	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			TO BE ASSIGNED	12/17/13	12/17/14	EACH OCCURRENCE	$ 9,000,000
							AGGREGATE	$ 9,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional insureds, Town of Nantucket, William B & Marilee B Matteson, James E III and Deborah C Walker, Ann B Furrow, Lawrence C & Margaret McQuade, Steven T & Erin P Freemen, Daniel L Korengold and Martha L Dippell

CERTIFICATE HOLDER

NANTUCT

Town of Nantucket
16 Broad Street
Nantucket, MA 02554

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joan M. DeCoste

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Coastal Resilience Advisory Committee Interim Sea Level Rise Recommendation
Approved by Nantucket Select Board 8/5/2020

The Coastal Resilience Advisory Committee (CRAC) is working to develop an Island-wide Coastal Resilience Plan, which will take time to complete. In the interim, the Committee drafted a recommendation to inform Town Departments and regulatory committees/boards/commissions of current sea level rise projections, and to advise that sea level rise planning be incorporated into applicable projects that are being designed/engineered/developed, pending finalization of the Coastal Resilience Plan.

The Select Board adopted this interim recommendation as a policy on August 5, 2020, it is not retrospective and applies to applicable projects going forward (and not to projects already designed but not yet constructed). It will expire when a Coastal Resilience Plan is adopted and this interim policy replaced therein with more detailed and specific Design Flood Elevations (DFE).

The supporting documentation for the interim policy may be found at https://www.nantucket-ma.gov/DocumentCenter/View/37296/Coastal-Resilience-Advisory-Committee-Recommendation-to-Select-Board-PDF

The specific CRAC interim recommendation detail is shown below.

Coastal Resilience Advisory Committee (CRAC) recommendation to Select Board

Recommendation
Pending the Select Board's acceptance of a detailed Coastal Resilience Plan and its specific project recommendations (for which an RFP is currently in the procurement process), the CRAC proposes the following recommendation to the SB:
"The CRAC recommends all Town Departments, Boards, Commissions and Committees and any service providers, contracted engineers and consultants need to be aware of and need to use the NOAA "High" scenario to accommodate current storm surge as well as Sea Level Rise in their decisions, deliberations and planning. These data are periodically updated by NOAA and will be posted on the CRAC page on the Town's website."

Intent
The purpose of the recommendation is to supplement FEMA flood elevations as FEMA flood elevations do not include sea level rise.

Supporting information

Sea Level Rise (SLR) data and Coastal Resilience strategies are listed in the Town of Nantucket Coastal Resilience Risk Assessment and Strategies report that was received by the Town in January 2020: https://www.nantucket-ma.gov/DocumentCenter/View/35045/Coastal-Risk-Assessment-and-Resiliency-Strategies-Report-January-2020-PDF. This is now a guiding document for CRAC and is a reference for all Town staff and vendors to make public infrastructure and private construction & development projects more resilient to Sea Level Rise and coastal flooding. Projects should look at the Sea Level Rise scenario and risk tolerance that is appropriate for the expected service life of the project.

Nantucket Sea Level Rise Scenarios

NOAA has developed Sea Level Rise scenarios specific to Nantucket. Due to the orientation of the harbor, and the position of the island off the Northeast coast, the island is projected to experience higher levels of Sea Level Rise than the global average.

NOAA (2017) SLR scenarios are presented in **Table 1**. The relative sea level rise scenarios shown in this table are derived from the 2017 NOAA Technical Report NOS CO-OPS 083 "Global and regional sea level rise scenarios for the United States" and use the same methods as the U. S. Army Corps of Engineers Sea Level Rise Calculator. 2017 NOAA report available here
https://tidesandcurrents.noaa.gov/publications/techrpt83_Global_and_Regional_SLR_Scenarios_for_the_US_final.pdf

The CRAC recommends following the "High" NOAA scenario to accommodate current storm surge as well as Sea Level Rise. (See **Storm frequency and impact on SLR** section on the next page). The upward trend in sea level rise also worsens the impact of storm surge, high tides and wave action. Use the table as a guide for selecting the elevations that are appropriate for the lifespan of the project, project risk tolerance and the project's adaptive capability.

Table 1. NOAA SLR scenarios. All elevations are in feet above local mean sea level (LMSL) relative to year 2000.

Year	Low	Int-Low	Intermediate	Int-High	High	Extreme
2000	0.00	0.00	0.00	0.00	0.00	0.00
2010	0.16	0.20	0.26	0.36	0.43	0.46
2020	0.36	0.43	0.59	0.79	0.92	0.95
2030	0.52	0.62	0.92	1.21	1.48	1.64
2040	0.72	0.85	1.28	1.77	2.26	2.49
2050	0.89	1.05	1.71	2.36	3.12	3.54
2060	1.08	1.31	2.17	3.05	4.13	4.82
2070	1.21	1.51	2.66	3.81	5.15	6.17
2080	1.38	1.71	3.22	4.66	6.36	7.71
2090	1.48	1.87	3.77	5.58	7.74	9.51
2100	1.57	2.03	4.33	6.56	9.25	11.42

Storm frequency and impact on SLR

Critical infrastructure, high value infrastructure, infrastructure with long life expectancy, infrastructure that would not tolerate flooding, or other infrastructure that is currently not in a flood zone but is near a flood zone may need to be designed to resist the combination of SLR and storm impacts.

The U.S. Army Corp of Engineers (USACE) commissioned a report published in 2014 called "North Atlantic Coast Comprehensive Study". Phase 1 of the report, "Statistical Analysis of Historical Extreme Water levels with Sea Level Change", looks at historical water levels and combines that data with storm surge modeling. This differs from many other SLR projections that are limited to increases in mean sea level and do not estimate high water elevations during future storms. The report projects to the year 2114, looking out 100 years from the report's baseline year. This data is for the North Atlantic area, and not Nantucket specific.
The USACE report is available on the Town website https://nantucket-ma.gov/DocumentCenter/View/36719/North-Atlantic-Coast-Comprehensive-Study-Phase-1-Report-Statistical-Analysis-of-Historical-Extreme-Water-levels-with-Sea-Level-Change-PDF

Storm Surge

Storm events, particularly from the Northeast, have the potential to temporarily increase the water level in Nantucket Harbor and cause flooding. Stormtide stacking may also occur when the wind does not allow the low tide to release high tide waters from the harbor. Subsequent high tides can "stack" more water in the harbor and compound flooding. Stormtide pathways were studied and added to the Town of Nantucket GIS online mapping system, which can be accessed here to evaluate potential risk to developments and projects: https://www.nantucket-ma.gov/151/GIS-Maps

Agenda Item Summary

Agenda Item #	IX. 1.
Date	10/28/2020

Staff

Ken Beaugrand, Real Estate Specialist
Eleanor Weller Antonietti, Land Use Specialist / Zoning Administrator

Subject

Disposition of portions of James Street abutting 55 Hulbert Avenue as authorized by passage of Article 6 at the 2013 STM and acceptance of two non-exclusive Pedestrian Access Easements over Parcels A & B and a One Big Beach ("OBB") easement over Parcel B as shown on attached plan.

Executive Summary

This matter has been before REAC several times to get clarification of the size and nature of the Pedestrian easements as well as the OBB Easement. REAC determined that there shall be zero financial consideration due for the conveyance of Parcel B in exchange for the OBB, and that $34 per square foot ($26,248) should be provided in exchange for the conveyance of Parcel A.

Staff Recommendation

Proceed with the conveyance and acceptance of easements as recommended by REAC.

Background/Discussion

This transaction establishes a permanent pedestrian access to the harbor from Hulbert Ave. While the original parcel has been subdivided into a front and rear lot, this conveyance does not provide the ability to further subdivide the property but does allow the reconfiguration of the lot lines, (i.e. boundary line adjustments that do not create new building lots) after the acquisition of the property from the Town.

Impact: Environmental ☐ Fiscal ☒ Community☒ Other☐

Provides compensation for the purchase as well as pedestrian access and One Big Beach easements

Board/Commission Recommendation

REAC reviewed this over the course of several meetings, recommending approval at a final public hearing on 10/13/20. REAC specifically recommended restricting vehicle access to emergency vehicles only and made provisions for customary maintenance & upgrades to the public access areas and bulkhead, and seasonal installation of a protective winter sea wall provided pedestrian access to the beach is maintained which terms were incorporated into the Pedestrian easement. Town Counsel has reviewed the title documents and recommends proceeding with the execution of the deeds and easements.

Public Outreach

Per passage of Article 5 at the 2013 STM, the Select Board approved an Order of Taking by Eminent Domain of the fee interest in portions of James Street shown on Plan No. 2018-35.

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

Conforms with the intent of the Yard Sale program and furthers the Town's OBB access program.

Attachments

Deeds & Settlement Statements for Parcels A&B, James St; Pedestrian Easements for Parcels A&B, James St; Grant of "One Big Beach" Easement for Parcel B, James St; Plan No. 2019-53

QUITCLAIM DEED

Parcel A, James Street,
Nantucket, Massachusetts

The **Town of Nantucket**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Select Board (the "Grantor"), in consideration of Twenty-Six Thousand Two Hundred Forty-Eight and 00/100 Dollars ($26,248.00), the receipt of which is hereby acknowledged, and pursuant to the authority of Article 6 voted upon at the 2013 Special Town Meeting, a certified copy of which is attached hereto, grants to **David M. Lilly, Jr., Trustee of the Front of 55 Trust under Declaration of Trust dated August 30, 2019 filed with Nantucket Registry District of the Land Court as Document No. 162984** of 2800 Kenilworth Place, Minneapolis, Minnesota 55405 (the "Grantee"), with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Parcel A, James Street containing 772± square feet on a plan of land entitled "Disposition Plan of Land in Nantucket, Mass. Prepared for 55 Hulbert LLC," dated September 30, 2019, prepared by Blackwell & Associates, Inc., recorded with Nantucket County Registry of Deeds as Plan No. 2019-53 (the "Parcel"). The premises hereby conveyed is a portion of James Street in Nantucket, Massachusetts of vacant land.

The Parcel is conveyed subject to a four foot (4') wide easement containing 193± square feet as shown on said Plan for public access from Hulbert Avenue to the beach only by foot or non-motorized transportation except for the use of motorized wheelchairs or other mobility devices for the disabled. The terms of the easement are more particularly set forth in a Pedestrian Easement from the Grantee to the Grantor recorded simultaneously herewith.

The Grantor's conveyance of this Parcel is based in part on the Grantee's warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting lot at 55 Hulbert Avenue, in said Nantucket and shown on Town Assessor's Map 29 as Parcel 12(portion) previously acquired by Grantee by Deed filed with said Registry District of the Land Court as Document No. 162983 noted on Certificate of Title No. 27463 (together with the Parcel, the "Combined Premises"), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board and such permission is recorded with said Deeds and filed with said Registry district of the Land Court. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined

Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises, except for a division or subdivision of any portion of the Combined Premises for the purpose of boundary line adjustments provided they do not create any new building lots as defined in Chapter 139 of the Town of Nantucket Code, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, separately conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Select Board and recorded with said Deeds and filed with said Registry district of the Land Court.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. All of the above restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated January 3, 2019, and filed with said Registry District of the Land Court as Document No. 161005 and Confirmatory Order of Taking dated December 18, 2019 recorded with said Deeds in Book 1726, Page 146.

Remainder of Page Intentionally Left Blank

EXECUTED under seal this _____ day of _____, 2020.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

_____
Dawn E. Hill Holdgate

_____
Jason Bridges

_____
Matthew G. Fee

_____
Kristie L. Ferrantella

_____
Melissa K. Murphy

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared Dawn E. Hill Holdgate, Jason Bridges, Matthew G. Fee, Kristie L. Ferrantella and Melissa K. Murphy as Members of the Select Board 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 and deed of the Select Board of the Town of Nantucket.

Notary Public _____
My Commission Expires:

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
David M. Lilly, Jr., Trustee of the Front of 55 Trust ("Buyer")
Parcel A, James Street,
Nantucket, MA (Property)
October 29, 2020 (Closing Date)

Purchase Price:	**$**	**26,248.00**
Less:		
Deposit	$	00.00
Plus:		
Payment in Lieu of Tax Adjustment 10/29/20-6/30/21	$	61.25
Reimbursement of Town's Legal Fees	$	1,750.00
Net Amount Due Seller:	**$**	**28,059.25**
Checks:		
Town of Nantucket	$	28,059.25

BUYER: FRONT OF 55 TRUST

By: _____
David M. Lilly, Jr., Trustee

SELLER: TOWN OF NANTUCKET SELECT BOARD

_____

_____

_____

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707813v2NANT 19712/0277

QUITCLAIM DEED

Parcel B, James Street,
Nantucket, Massachusetts

The **Town of Nantucket**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Select Board (the "Grantor"), in consideration of One and 00/100 ($1.00) Dollar, the receipt of which is hereby acknowledged, and in further consideration of an easement over a portion of Parcel B, James Street, Nantucket, Massachusetts to be granted by the Grantor to the afore-referenced Grantee by Grant of Easement recorded herewith and pursuant to the authority of Article 6 voted upon at the 2013 Special Town Meeting, a certified copy of which is attached hereto, grants to **55 Hulbert LLC, a Massachusetts limited liability company,** of 2800 Kenilworth Place, Minneapolis, Minnesota 55405 (the "Grantee"), with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Parcel B, James Street containing 2,243± square feet on a plan of land entitled "Disposition Plan of Land in Nantucket, Mass. Prepared for 55 Hulbert LLC," dated September 30, 2019, prepared by Blackwell & Associates, Inc., recorded with Nantucket County Registry of Deeds as Plan No. 2019-53 (the "Parcel").The premises hereby conveyed is a portion of James Street in Nantucket, Massachusetts of vacant land.

The Parcel is conveyed subject to a four foot (4') wide easement containing 289± square feet and a two and one-half foot (2 ½') wide easement containing 71± square feet as shown on said Plan for public access from Hulbert Avenue to the beach only by foot or non-motorized transportation except for the use of motorized wheelchairs or other mobility devices for the disabled. The terms of the easement are more particularly set forth in a Pedestrian Easement from the Grantee to the Grantor recorded simultaneously herewith.

The Grantor's conveyance of this Parcel is based in part on the Grantee's warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting lot at 55 Hulbert Avenue, in said Nantucket and shown on Town Assessor's Map 29 as Parcel 12 (portion) previously acquired by Grantee by Deed filed with said Registry District of the Land Court as Document No. 139407 noted on Certificate of Title No. 24582 (together with the Parcel, the "Combined Premises"), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board and such permission is recorded with said Deeds and filed with said Registry District of the Land Court. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of

Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises, except for a division or subdivision of any portion of the Combined Premises for the purpose of boundary line adjustments provided they do not create any new building lots as defined in Chapter 139 of the Town of Nantucket Code and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, separately conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Select Board and recorded with said Deeds and filed with said Registry District of the Land Court.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. All of the above restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated January 3, 2019, and filed with said Registry District of the Land Court as Document No. 161005 and Confirmatory Order of Taking dated December 18, 2019 recorded with said Deeds in Book 1726, Page 146.

Remainder of Page Intentionally Left Blank

EXECUTED under seal this _____ day of _____, 2020.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

_____
Dawn E. Hill Holdgate

_____
Jason Bridges

_____
Matthew G. Fee

_____
Kristie L. Ferrantella

_____
Melissa K. Murphy

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared Dawn E. Hill Holdgate, Jason Bridges, Matthew G. Fee, Kristie L. Ferrantella and Mellissa K. Murphy as Members of the Select Board 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 and deed of the Select Board of the Town of Nantucket.

Notary Public _____
My Commission Expires:

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
55 Hulbert LLC ("Buyer")
Parcel B, James Street,
Nantucket, MA (Property)
October 29, 2020 (Closing Date)

Purchase Price:	**$**	**1.00**
Less:		
Deposit	$	00.00
Plus:		
Payment in Lieu of Tax Adjustment 10/29/20-6/30/21	$	176.40
Reimbursement of Town's Legal Fees	$	1,750.00
Net Amount Due Seller:	**$**	**1,927.40**
Checks:		
Town of Nantucket	$	1,927.40

BUYER: 55 HULBERT LLC

By: _____
David M. Lilly, Jr., Manager

SELLER: TOWN OF NANTUCKET SELECT BOARD

_____

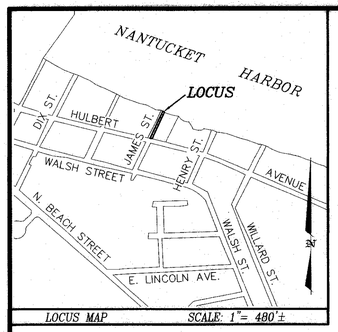
_____

_____

_____

_____

708793v23NANT 19712/0277



LOCUS MAP SCALE: 1"= 480±

CURRENT ZONING CLASSIFICATION:
Residential 1 (R-1)

MINIMUM LOT SIZE:	5000 S.F.
MINIMUM FRONTAGE:	50 FT.
FRONT YARD SETBACK:	10 FT.
REAR/SIDE SETBACK:	5 FT.
GROUND COVER % :	30 %

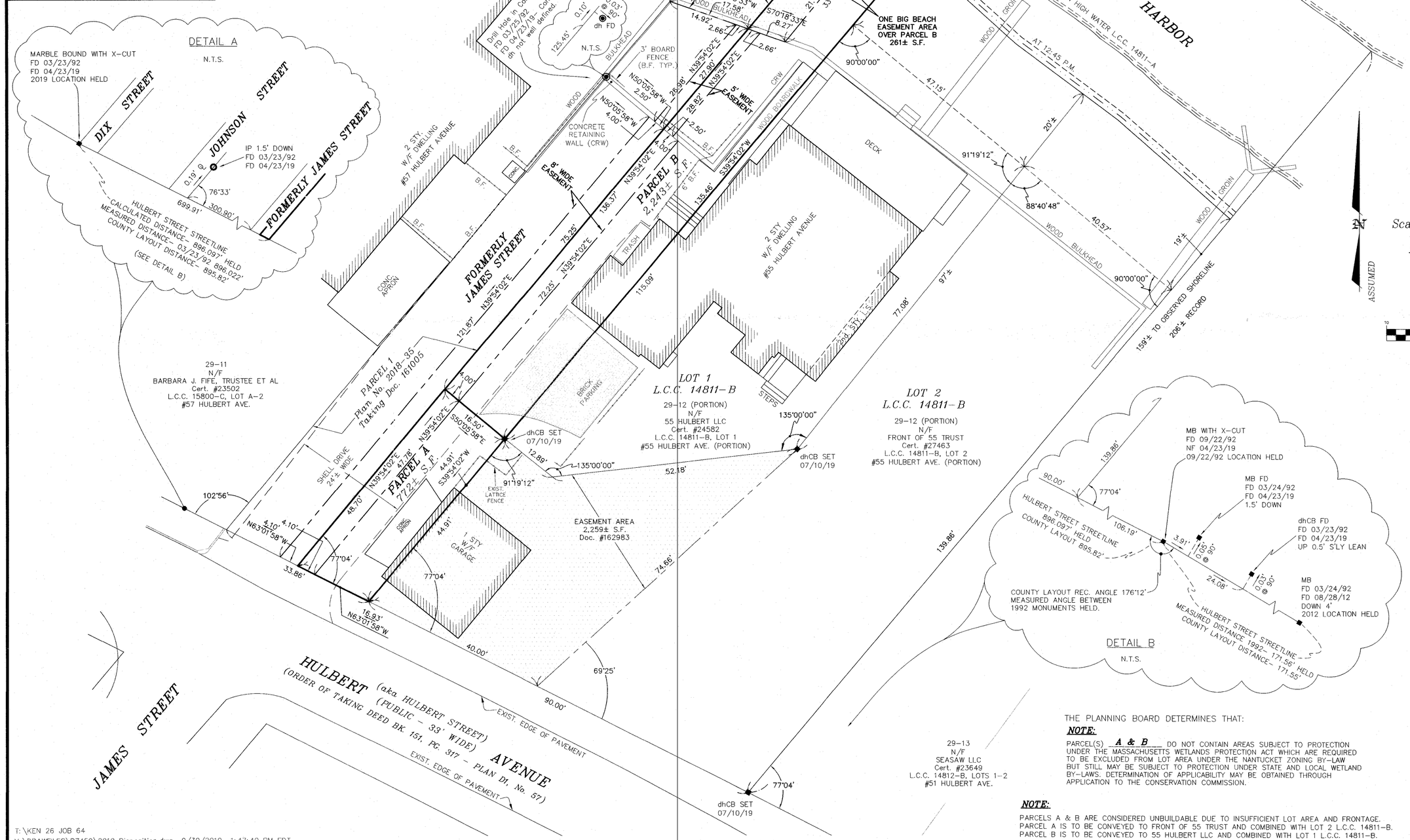
OWNER INFORMATION

TOWN OF NANTUCKET ORDER OF TAKING
Doc. #161005
Plan No. 2018-35, PARCEL 2
PORTION OF JAMES STREET

LEGEND

dhCB FD ■	DENOTES CONCRETE BOUND WITH DRILLHOLE FOUND
MB FD ■	DENOTES MARBLE BOUND FOUND
IP FD ○	DENOTES IRON PIPE FOUND
dh FD ◉	DENOTES DRILL HOLE FOUND

EASEMENT AREA
8' EASEMENT OVER PARCEL A: 193± S.F.
8' EASEMENT OVER PARCEL B: 289± S.F.
8' EASEMENT OVER PARCEL 1: 486± S.F.
5' EASEMENT OVER PARCEL B: 71± S.F.
5' EASEMENT OVER PARCEL 1: 68± S.F.



COMMONWEALTH OF MASSACHUSETTS
CHRISTOPHER J. ANDREWS
No. 54283
REGISTERED PROFESSIONAL LAND SURVEYOR
09/30/19

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.

PROFESSIONAL LAND SURVEYOR — DATE 09/30/19

NANTUCKET REGISTRY OF DEEDS
Date: October 25 2019
Time: 3:39 pm
Plan No.: 2019-53
Attest: Register
Sheet 1 of 1
RESERVED FOR REGISTRY USE

2019 00000053
Bk: Pg: 0 Page: 0
Doc: PLAN 10/25/2019 03:39 PM

BEING A DIVISION OF PARCEL 2
SHOWN ON Plan No. 2018-35
REFERENCE Doc. #161005

Disposition Plan of Land in Nantucket, Mass. Prepared for

55 HULBERT LLC

Scale: 1"= 10' September 30, 2019

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

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

Nantucket Select Board
Being a majority—

DATE SIGNED:

PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A DETERMINATION OF CONFORMANCE UNDER ZONING.

Nantucket Planning Board
APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

10-15-19 DATE SIGNED
8401 FILE #

THE PLANNING BOARD DETERMINES THAT:

NOTE:

PARCEL(S) **A & B** DO NOT CONTAIN AREAS 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 PROTECTION UNDER STATE AND LOCAL WETLAND BY-LAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.

NOTE:

PARCELS A & B ARE CONSIDERED UNBUILDABLE DUE TO INSUFFICIENT LOT AREA AND FRONTAGE.
PARCEL A IS TO BE CONVEYED TO FRONT OF 55 TRUST AND COMBINED WITH LOT 2 L.C.C. 14811-B.
PARCEL B IS TO BE CONVEYED TO 55 HULBERT LLC AND COMBINED WITH LOT 1 L.C.C. 14811-B.

T:\KEN 26 JOB 64
V:\DRAWFILES\B7459\2019 Disposition.dwg 9/30/2019 1:47:40 PM EDT

B7459

PEDESTRIAN EASEMENT

KNOW ALL MEN by these presents that **I, David M. Lilly, Jr., Trustee of the Front of 55 Trust under a Declaration of Trust dated August 30, 2019, filed with Nantucket Registry District of the Land Court as Document No. 162984,** of 2800 Kenilworth Place, Minneapolis, Minnesota 55405 (hereinafter "Grantor"), being the owner of land in Nantucket, Massachusetts, known as 55 Hulbert Avenue (the "Property") shown as Lot 2 on Land Court Plan No. 14811-B and Parcel A, James Street on a plan of land entitled "Disposition Plan of Land in Nantucket, Mass. Prepared for 55 Hulbert LLC" dated September 30, 2019, prepared by Blackwell & Associates, Inc., recorded with Nantucket County Registry of Deeds as Plan No. 2019-53 (the "Plan") by virtue of Deeds filed with said Registry District of the Land Court as Document No. 162983 and recorded with said Deeds in Book _____, Page _____, for One ($1.00) Dollar and other valuable consideration received do hereby grant to the **Town of Nantucket**, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, with a mailing address of 16 Broad Street, Nantucket, MA 02554 (hereinafter the "Grantee") a non-exclusive pedestrian access easement as follows:

(a) A non-exclusive four-foot (4') wide easement containing 193± square feet for pedestrian access for use by the public from Hulbert Avenue to the beach as shown on said Plan, a copy of which is attached hereto as Exhibit A ("the Easement Area");

(b) It is expressly understood that vehicular access and the use of motorized vehicles in said Easement Area shall be expressly prohibited except for:

(i) vehicles required by the Grantee and its agents and/or contractors, to construct, improve, maintain, repair, replace and patrol the Easement Area;
(ii) motorized wheelchairs and like vehicles for the disabled; and
(iii) emergency vehicles on emergency calls or official business.

(c) The Grantee shall have the right to cut or trim trees, shrubbery, vegetation in order to construct and maintain the Easement Area and to re-surface the Easement Area with any materials in the Grantee's sole discretion and at its sole cost and expense.

(d) The Grantor is prohibited from constructing or placing any fence, structure, shrubbery or vegetation which encroaches upon the Easement Area or inhibits the Grantee's ability to use said Easement Area for the purposes set forth herein.

(e) The Grantor and Grantee further agree to defend, indemnify and hold each other harmless, to the extent permitted by law, from and against any and all liability, loss, damages, costs, expenses (including reasonable attorneys' fees and expenses) causes of actions, suits, claims, demands, judgments which are or may be imposed upon, incurred by or asserted against the Grantor or the Grantee by reason of or arising from their respective use and exercise of the easement hereby granted, except insofar as caused by the negligence of the other party or their agents or representatives.

Signature Page to Follow

WITNESS my hand and seal this _____ day of _____, 2020

FRONT of 55 TRUST

By:_____
David M. Lilly, Jr., Trustee

STATE OF MINNESOTA

County of _____

On this _____ day of _____, 2020 before me, the undersigned notary public, personally appeared David M. Lilly, Jr., Trustee as aforesaid, proved to me through satisfactory evidence of identification, which was _____, (type of identification) 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.

_____
Official Signature and Seal of Notary Public
My Commission expires:

708781v1NANT 19712/0277

ACCEPTANCE OF EASEMENT

We, the undersigned Members of the Select Board of the Town of Nantucket, hereby accept the foregoing Pedestrian Easement from David M. Lilly, Jr., Trustee of Front of 55 Trust under Declaration of Trust dated August 30, 2019 filed with Nantucket Registry District of the Land Court as Document No. 162984, pursuant to the authority of Section 3.3 of Chapter 289 of the Acts of 1996.

Executed under seal this ___ day of _____, 2020.

TOWN OF NANTUCKET
By its Select Board

_____
Dawn E. Hill Holdgate

_____
Jason Bridges

_____
Matthew G. Fee

_____
Kristie L. Ferrantella

_____
Melissa K. Murphy

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared Dawn E. Hill Holdgate, Jason Bridges, Matthew G. Fee, Kristie L. Ferrantella and Melissa K. Murphy 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:

736711NANT/19712/0277

PEDESTRIAN EASEMENT

KNOW ALL MEN by these presents that **55 Hulbert LLC, a Massachusetts limited liability company,** having an address of 2800 Kenilworth Place, Minneapolis, Minnesota 55405 (hereinafter "Grantor"), being the owner of land in Nantucket, Massachusetts, known as 55 Hulbert Avenue (the "Property") shown as Lot 1 on Land Court Plan No. 14811-B and Parcel B, James Street on a plan of land entitled "Disposition Plan of Land in Nantucket, Mass. Prepared for 55 Hulbert LLC" dated September 30, 2019, prepared by Blackwell & Associates, Inc., recorded with Nantucket County Registry of Deeds as Plan No. 2019-53 (the "Plan") by virtue of Deeds filed with said Registry District of the Land Court as Document No. 139407 and recorded with said Deeds in Book _____, Page _____, for One ($1.00) Dollar and other valuable consideration received do hereby grant to the **Town of Nantucket**, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, with a mailing address of 16 Broad Street, Nantucket, MA 02554 (hereinafter the "Grantee") a non-exclusive pedestrian access easement as follows:

(a) A non-exclusive four-foot (4') wide easement containing 289± square feet and a two and one-half foot (2 ½') wide easement containing 71± square feet for pedestrian access for use by the public from Hulbert Avenue to the beach as shown on said Plan, a copy of which is attached hereto as Exhibit A ("the Easement Area");

(b) It is expressly understood that vehicular access and the use of motorized vehicles in said Easement Area shall be expressly prohibited except for:

(i) vehicles required by the Grantee and its agents and/or contractors, to construct, improve, maintain, repair, replace and patrol the Easement Area;
(ii) motorized wheelchairs and like vehicles for the disabled; and
(iii) emergency vehicles on emergency calls or official business.

(c) The Grantee shall have the right to cut or trim trees, shrubbery, vegetation in order to construct and maintain the Easement Area and to re-surface the Easement Area with any materials in the Grantee's sole discretion and at its sole cost and expense.

(d) The Grantor is prohibited from constructing or placing any fence, structure, shrubbery or vegetation which encroaches upon the Easement Area or inhibits the Grantee's ability to use said Easement Area for the purposes set forth herein.

(e) The Grantor and Grantee further agree to defend, indemnify and hold each other harmless, to the extent permitted by law, from and against any and all liability, loss, damages, costs, expenses (including reasonable attorneys' fees and expenses) causes of actions, suits, claims, demands, judgments which are or may be imposed upon, incurred by or asserted against the Grantor or the Grantee by reason of or arising from their respective use and exercise of the easement hereby granted, except insofar as caused by the negligence of the other party or their agents or representatives.

Signature Page to Follow

WITNESS my hand and seal this _____ day of _____, 2020

55 HULBERT LLC

By:_____
David M. Lilly, Jr., Manager

STATE OF MINNESOTA

County of _____

On this _____ day of _____, 2020 before me, the undersigned notary public, personally appeared David M. Lilly, Jr., Manager of 55 Hulbert LLC, proved to me through satisfactory evidence of identification, which was _____, (type of identification) 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.

_____
Official Signature and Seal of Notary Public
My Commission expires:

708805v2NANT 19712/0277

ACCEPTANCE OF EASEMENT

We, the undersigned Members of the Select Board of the Town of Nantucket, hereby accept the foregoing Pedestrian Easement from 55 Hulbert LLC, pursuant to the authority of Section 3.3 of Chapter 289 of the Acts of 1996.

Executed under seal this ___ day of _____, 2020.

TOWN OF NANTUCKET
By its Select Board

_____
Dawn E. Hill Holdgate

_____
Jason Bridges

_____
Matthew G. Fee

_____
Kristie L. Ferrantella

_____
Melissa K. Murphy

COMMONWEALTH OF MASSACHUSETTS

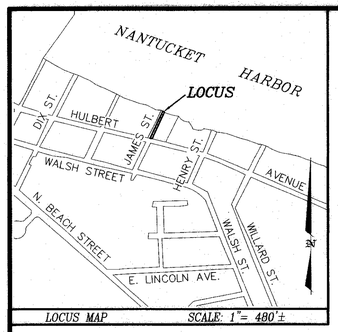
Nantucket, ss

On this _____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared Dawn E. Hill Holdgate, Jason Bridges, Matthew G. Fee, Kristie L. Ferrantella and Melissa K. Murphy 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:

736731NANT/19712/0277



LOCUS MAP SCALE: 1"= 480±

CURRENT ZONING CLASSIFICATION:
Residential 1 (R-1)

MINIMUM LOT SIZE:	5000 S.F.
MINIMUM FRONTAGE:	50 FT.
FRONT YARD SETBACK:	10 FT.
REAR/SIDE SETBACK:	5 FT.
GROUND COVER % :	30 %

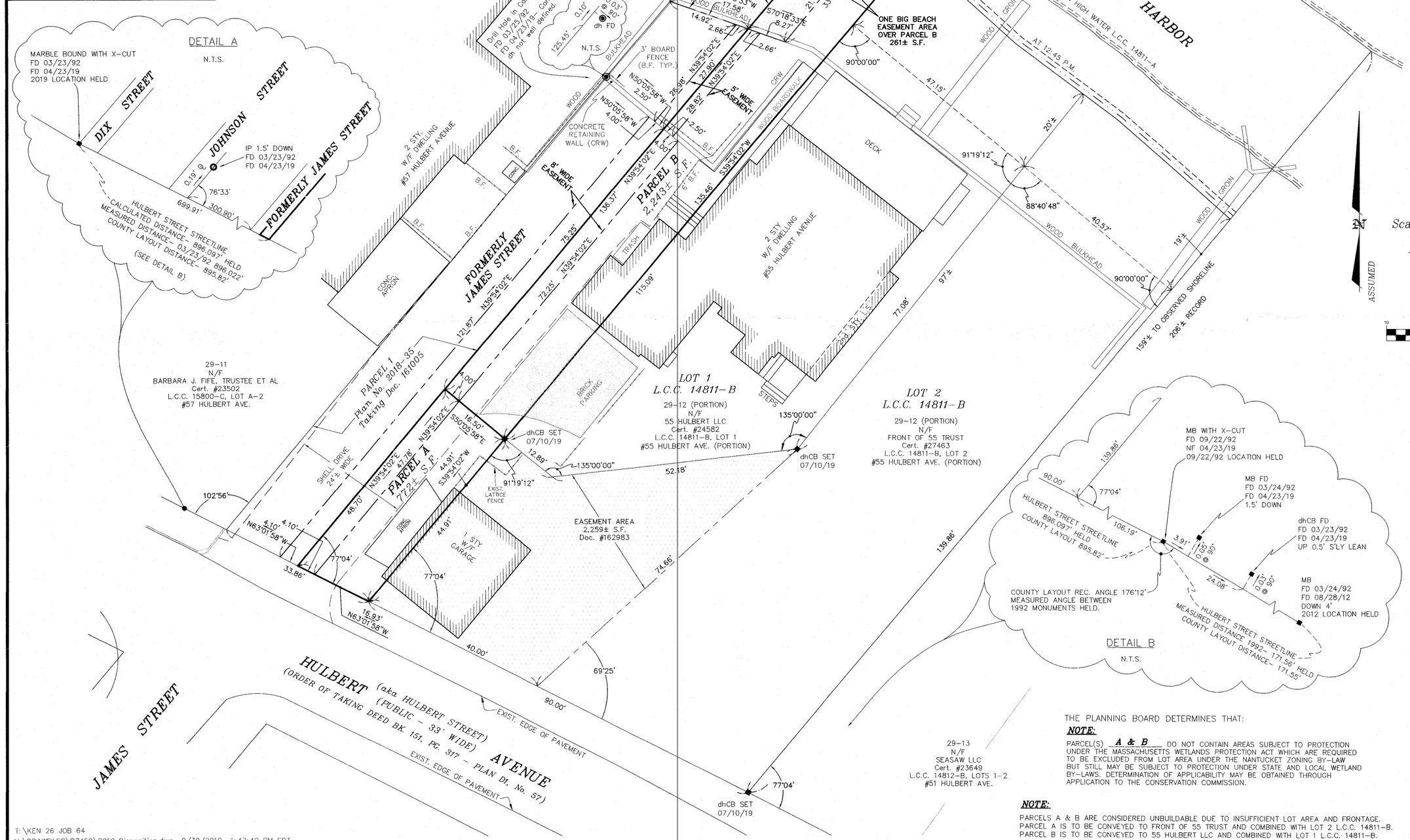
OWNER INFORMATION

TOWN OF NANTUCKET ORDER OF TAKING
Doc. #161005
Plan No. 2018-35, PARCEL 2
PORTION OF JAMES STREET

LEGEND

dhCB FD ■	DENOTES CONCRETE BOUND WITH DRILLHOLE FOUND
MB FD ■	DENOTES MARBLE BOUND FOUND
IP FD ○	DENOTES IRON PIPE FOUND
dh FD ◉	DENOTES DRILL HOLE FOUND

EASEMENT AREA
8' EASEMENT OVER PARCEL A: 193± S.F.
8' EASEMENT OVER PARCEL B: 289± S.F.
8' EASEMENT OVER PARCEL 1: 486± S.F.
5' EASEMENT OVER PARCEL B: 71± S.F.
5' EASEMENT OVER PARCEL 1: 68± S.F.



COMMONWEALTH OF MASSACHUSETTS
CHRISTOPHER J. ANDREWS
No. 54283
REGISTERED PROFESSIONAL LAND SURVEYOR
09/30/19

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.

PROFESSIONAL LAND SURVEYOR — DATE 09/30/19

NANTUCKET REGISTRY OF DEEDS
Date: October 25 2019
Time: 3:39 pm
Plan No.: 2019-53
Attest: Register
Sheet 1 of 1
RESERVED FOR REGISTRY USE

2019 00000053
Bk: Pg: 0 Page: 0
Doc: PLAN 10/25/2019 03:39 PM

BEING A DIVISION OF PARCEL 2
SHOWN ON Plan No. 2018-35
REFERENCE Doc. #161005

Disposition Plan of Land in Nantucket, Mass. Prepared for

55 HULBERT LLC

Scale: 1"= 10' September 30, 2019

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

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

Nantucket Select Board
Being a majority—

DATE SIGNED:

PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A DETERMINATION OF CONFORMANCE UNDER ZONING.

Nantucket Planning Board
APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

10-15-19 DATE SIGNED
8401 FILE #

THE PLANNING BOARD DETERMINES THAT:

NOTE:

PARCEL(S) **A & B** DO NOT CONTAIN AREAS 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 PROTECTION UNDER STATE AND LOCAL WETLAND BY-LAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.

NOTE:

PARCELS A & B ARE CONSIDERED UNBUILDABLE DUE TO INSUFFICIENT LOT AREA AND FRONTAGE.
PARCEL A IS TO BE CONVEYED TO FRONT OF 55 TRUST AND COMBINED WITH LOT 2 L.C.C. 14811-B.
PARCEL B IS TO BE CONVEYED TO 55 HULBERT LLC AND COMBINED WITH LOT 1 L.C.C. 14811-B.

T:\KEN 26 JOB 64
V:\DRAWFILES\B7459\2019 Disposition.dwg 9/30/2019 1:47:40 PM EDT

B7459

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that 55 Hulbert LLC, a Massachusetts limited liability company, having an address of 2800 Kenilworth Place, Minneapolis, Minnesota 55405 (the "Grantor"), in consideration of One Dollar ($1.00) paid and in consideration of the conveyance of Parcel B, James Street, Nantucket, Massachusetts by Deed of Grantee simultaneously filed with Nantucket Registry District of the Land Court and recorded with Nantucket County Registry of Deeds, do hereby GRANT to the Town of Nantucket (the "Town"), a body politic of the Commonwealth of Massachusetts, having offices at 16 Broad Street, Nantucket, Massachusetts 02554, by and through its Select Board, (the "Grantee"), with QUITCLAIM COVENANTS, the following rights, title and interests:

1. A perpetual easement coextensive with and limited to the Easement Area of Grantor's Lands. The terms "Easement Area" and "Grantor's Land," as well as other terms used in this Grant of Easement, are defined below in Paragraph 2. The scope of the affirmative perpetual easement herein granted is more fully defined, limited, and subject to the conditions and covenants set forth in the following paragraphs.

2. Definitions for the purposes of this Grant of Easement:

"Grantor's Land" shall mean two certain parcels of land situated in the Town and County of Nantucket, Massachusetts, at 55 Hulbert Avenue being described in Certificate of Title No. 24582 filed with said Registry District of the Land Court and is shown on Assessor's Map 29 as portion of Parcel 12 and Parcel B, James Street, shown on a plan of land entitled "Disposition Plan of Land in Nantucket, Mass. Prepared for 55 Hulbert LLC," dated September 30, 2019, recorded with Nantucket County Registry of Deeds as Plan No. 2019-53 (the "Plan") and in a Deed recorded with said Deeds in Book _____, Page _____..

"coastal bank" shall mean the seaward face or side of any elevated landform, other than a coastal dune, which lies at the landward edge of a coastal beach, land subject to tidal action, or other wetland.

"coastal dune" shall mean any natural hill, mound or ridge of sediment landward of a coastal beach deposited by wind action or storm overwash, including without limitation vegetated areas of American beach grass or other natural beach plants serving to build dunes in dune fields between the landward edge of unvegetated sand and the seaward face or side of the coastal bank. Coastal dune also means sediment deposited by artificial means and serving the purpose of storm damage prevention or flood control.

"Easement Area" shall mean that part or portion of Grantor's Land lying inland of the mean low water line up to and along the seaward edge of the coastal dunes, or if no coastal dunes are present up to and including the seaward edge of the wooden bulkhead located on the Grantor's Land as it currently exists. To the extent that erosion, accretion, drifting sand, avulsion or other natural phenomena alter the mean low water line, the coastal bank or the coastal dune as they may exist, or the reconstruction of the bulkhead between its existing location and Hulbert Avenue, the Easement Area shall be deemed correspondingly altered for purposes of this Grant of Easement. The Easement Area as it currently exists is shown as "One Big Beach Easement Area over Parcel B" containing 261± square feet on said Plan.

"Coastal Conservation Land" shall mean that ocean-front land, contiguous to Grantor's Land, now or hereafter owned by the Town or by the Nantucket Islands Land Bank, a government body established for the purpose of land conservation (see, Chapter 669 of the Massachusetts Acts of 1983, as amended), and held for the purpose of preserving the unique natural littoral environment of Nantucket for enjoyment by the general public, and for protecting the scenic and ecological character of the Nantucket shore.

"Commercial Activities" shall mean any activity or event where money is paid to an individual or business entity for services rendered within the Easement Area. By way of illustration only and without limitation, the erection or use of any permanent or temporary structure, kiosk, dock, mooring, stand, cart, sign for advertisement, or other real or personal property, fixtures, or equipment primarily for the purpose of, or incidental or accessory thereto, manufacturing, selling, leasing or otherwise providing from that specific structure or arising from such use any property, good, product or service.

"conservation" and "recreation" and all derivations therefrom, shall have the general meanings and uses given to those terms by Internal Revenue Code, Section 170(h), and the regulations promulgated thereunder.

"mean high water line" shall mean the line where the arithmetic mean of the high water heights observed over a specific 19-year metonic cycle (the National Tidal Datum Epoch) meets the shore and shall be determined using hydrographic survey data of the National Ocean Survey of the U.S. Department of Commerce.

"mean low water line" shall mean the line where the arithmetic mean of the low water heights observed over a specific 19-year metonic cycle (the National Tidal Datum Epoch) meets the shore and shall be determined using hydrographic survey data of the National Ocean Survey of the U.S. Department of Commerce.

"intertidal areas" shall mean the area upland of the mean low water line and seaward of the mean high water line, subject to tidal action.

"Maintenance Obligation" shall mean the ongoing and continuous obligation and duty to adequately patrol, maintain and police (that is, supervise, clean, and maintain order, but not to be required to provide regular patrolling by law enforcement officers) environmental resources in accordance with the Nantucket Beach Management Plan as the same may be amended from time to time and State and local law, and periodically to inspect the Easement Area.

3. The Grantee and the general public shall have the right to enter upon and use the Easement Area exclusively for conservation and recreational purposes for which beaches are used on Nantucket (with the exception of the vehicular uses that are provided in paragraph 4), but not Commercial Activities. These purposes and uses include, by way of illustration and without limitation, educational uses, swimming, fishing, surfboarding, snorkeling, sunbathing, strolling, walking, hiking, wildlife observation, picnicking, scenic viewing, normal and usual beach recreational activities and games, and other similar or appropriate and reasonable recreational outdoor activities and uses as the Grantee, shall determine from time to time, provided the said similar uses shall have been approved in writing by the Select Board of the Town of Nantucket and notice of such approval is duly published in a newspaper of general circulation in the Town of Nantucket. The Grantee shall regulate the hours and the scope and nature of the permitted uses and activities in accordance with the Grantee's standard beach-management practices in effect for the beaches of Nantucket as found in the Town of Nantucket Beach Management Plan, as adopted by the Nantucket Select Board on June 1, 2005 and "Regulations for the Use of Town-Owned Beaches", said regulations effective August 1, 2003 as amended August 4, 2004 as may be amended from time to time, and further the Grantee may grant special permits, from time to time, with the prior written approval from the Grantor, for such other uses and activities and for extended hours, from time to time, as may be provided for by such duly adopted rules, regulations and/or bylaws. In adopting such rules, regulations and/or bylaws, and in issuing special permits pursuant thereto, the Grantee (together with any applicable departments or other divisions, boards, bodies, agencies, officials or agents of the Town) shall use reasonable efforts to minimize reasonably foreseeable adverse effects of such rules, regulations and/or bylaws and permits proposed to be issued upon the reasonable peaceful enjoyment of the Grantor's Land lying outside the Easement Area and upon the Easement Area and shall in no event authorize and the Town shall use reasonable efforts to prohibit any Commercial Activities within the Easement Area, nor in any way compromise the liability protection now afforded to Grantor by M.G.L. c. 21, §17C or any revised or replacement statute that affords liability protection which is substantially similar to that now afforded by M.G.L. c. 21, §17C. Notwithstanding the foregoing, no member of the general public shall have any right to enter upon, travel over or use those portions of the Easement Area consisting of coastal dunes except with the prior written consent of Grantor or Grantor's heirs, executors, administrators, legal representatives, successors and/or assigns. Notwithstanding the foregoing, the Town shall have the right to enter upon, travel over or otherwise use those portions of the Easement Area consisting of coastal dunes as necessary to perform its Maintenance Obligation.

4. Notwithstanding the uses and activities set forth in paragraph 3 above, the Grantee shall not allow access and use of recreational vehicles in the Easement Area except as provided for herein below. Vehicular access and use shall be prohibited subject to such rules, regulations and bylaws previously adopted by the Grantee and now existing or hereafter adopted by the Grantee. The foregoing sentences shall not limit the official use of vehicles of the Town, its agencies or other governmental entities.

5. Notwithstanding the provisions of paragraphs 3 and 4 above, all movable or fixed structures and signage indicating the limits and/or access to the Easement Area shall be prohibited throughout the Easement Area except constructed steps to ascend and descend the coastal bank, and Grantor and/or Grantee may erect or maintain wire or snow fencing, signage or the like along the seaward edge of the coastal bank as may reasonably be warranted to protect the

coastal bank and coastal dune or any species listed by any applicable state or federal law or regulation as endangered or threatened so as to advance the conservation purposes for which this Easement is being granted, without unreasonably frustrating the recreational purposes of this Easement. If any structure(s) mandated under applicable state or federal law or regulation frustrate the purposes for which this Grant of Easement is being granted, such structures may be maintained only for as long as is legally required and the party that caused such structure(s) to be placed on the Easement Area shall be responsible for and shall remove such structures(s) within a reasonable period after such time.

6. In addition to any other duties and obligations, the Town shall have the ongoing and continuous obligation and duty to fulfill its Maintenance Obligation and to reasonably ensure that persons granted access pursuant to this easement fully comply with Massachusetts, local and federal laws protecting coastal areas and the use of this beach. Any member(s) of the public who violate(s) the duly adopted rules, regulations and/or bylaws or who refuse to cease and desist from any proscribed conduct, acts or omissions to do or perform anything required to conform to the same may be cited in accordance with said rules, regulations and/or bylaws. The Town may remove from the Easement Area any individual who violates any said rule, regulation and/or bylaw. Further, when issuing any permits pursuant to such rules, regulations and/or bylaws, the Town shall impose such reasonable conditions and restrictions that may be reasonably necessary to assure the Grantor the reasonable peaceful enjoyment of Grantor's Land lying outside the Easement Area.

7. This Grant of Easement shall be binding upon and inure to the benefit of the Grantor(s) and his/her/their heirs, executors, administrators, legal representatives, successors and assigns and this Grant of Easement shall be binding upon and inure to the benefit of the Grantee, and the Town and its successors and assigns. The Town's successors and assigns shall be entities eligible to hold qualified conservation restrictions under applicable federal tax law.

8. This Grant of Easement shall be subject to and interpreted pursuant to the laws of the Commonwealth of Massachusetts, and, to the extent applicable to shorefront property, also subject to the laws of the United States of America.

9. Rights retained by the Grantor(s) in and to the Easement Area shall be inferior and incidental to the conservation and recreational use of the Easement Area provided for here, and shall be valid to the extent consistent with this Grant of Easement, and only if exercised so as not to impair the conservation and recreational rights and interests conveyed to the Town hereunder. Said granted and retained rights shall exclude the right to physically alter the Easement Area, by any manual or mechanical means, in any way that would diminish the conservation and recreational purposes of this Grant of Easement. The Grantor(s) and the Town shall have the right to enforce the terms, conditions and provisions hereof by an action in equity brought in the Nantucket Superior Court of the Commonwealth of Massachusetts, and in no other courts or jurisdictions, but although the Nantucket Superior Court shall be the initial forum, nothing herein shall affect or diminish the Town's or Grantor's rights to appeal any decision made by such Court. The Grantor hereby agrees that no such action shall be commenced unless and until the Grantor shall have given thirty (30) days written notice to the Town, itemizing and detailing with particularity the alleged acts or omissions of the Town deemed to be in material violation of the

terms, conditions and/or provisions hereof. In the event that the Town shall have substantially cured such material violations and has taken reasonable measures to assure that uncurable violations shall be avoided in the future, no such actions shall be commenced. However, in no event shall the Town be liable for any monetary damages based upon a violation (material or otherwise) hereof.

10. The Grantee has represented to the undersigned Grantor(s) that the Town has taken or shall promptly take all lawful measures for the Town to accept this Grant of Easement on behalf of itself and the Grantee and to undertake the Maintenance Obligation provided for herein. Grantor represents that he is the rightful lawful owner of the Grantor's Land and the Easement Area and that he possesses the legal authority to grant the rights in real property conveyed to Grantee under this Grant of Easement.

11. No term, covenant or provision of this Grant of Easement, nor the granting or acceptance hereof, shall be construed to be a waiver or release by Grantee or the Town of any right, title or interest it may hold relative to the Easement Area, any permanently submerged land, any coastal dune, any coastal bank or any other land affected by this Grant of Easement.

12. The Grantor shall be absolved from liability claims arising from accidents or injuries occurring to users of the Easement Area in accordance with the provisions of M.G.L. c 21, §17C or any revised or replacement statute that affords liability protection which is substantially similar to that now afforded by M.G.L. c. 21, §17C. Grantor may, in Grantor's discretion, close the Easement Area to public use in the event the landowner liability protection afforded in M.G.L. c. 21, §17C is repealed or altered in a manner which materially increases, in Grantor's reasonable opinion, Grantor's potential liability to public users of the Easement Area, and provided (a) no other statue or law affords Grantor, liability protection which is substantially similar to that now afforded by M.G.L. c. 21, §17C; or (b) Grantee elects not to provide reasonable insurance coverage or otherwise agrees to hold Grantor harmless against potential liability to public users of the Easement Area, except for liabilities directly caused by or arising from Grantor's gross negligence or willful misconduct. Upon the effective date of another statute or law affording to Grantor, in Grantor's counsel's reasonable opinion, with liability protection substantially similar to that now afforded by M.G.L. c. 21,§17C, or Grantee agreeing to provide reasonable insurance coverage or to otherwise hold Grantor harmless against potential liability to public users of the Easement Area (except for liabilities directly caused by or arising from Grantor's gross negligence or willful misconduct), then Grantor shall promptly open for public use all portions of the Easement Area then closed to the public. The Town shall use reasonable efforts not to compromise in any way the liability protection now afforded to Grantor by M.G.L. c. 21, §17C or any revised or replacement statute that affords liability protection which is substantially similar to that now afforded by M.G.L. c. 21, §17C.

13. Grantor and the Town shall not use the Easement Area in any manner detrimental to the Easement Area or inconsistent with the purpose of this Grant of Easement.

14. Any notices or deliveries required or permitted to be given to the Town pursuant to this instrument shall be in writing and delivered to the Select Board at the Town and County Building, 16 Broad Street, Nantucket, Massachusetts 02554. Any notices or deliveries required

or permitted to be given to Grantor pursuant to this instrument shall be in writing and delivered to Grantor at 2500 Kenilworth Place, Minneapolis, Minnesota 55405. All such notices shall be delivered by registered or certified mail, postage prepaid and receipt required, or overnight express courier with receipt required. Either the Town or the Grantor may change its address to which any notice is to be delivered by providing the other with reasonable notice of such new address in one of the manners specified above.

[Signatures Follow On Next Page]

In witness whereof, the undersigned Grantor, intending to be legally bound hereby, has affixed her hand and seal this _____ day of _____, 2020.

GRANTOR: 55 HULBERT LLC

_____
David M. Lilly, Jr., Manager

STATE OF MINNESOTA

Nantucket, ss

On this _____ day of _____, 2020 before me, the undersigned notary public, personally appeared David M. Lilly, Jr., Manager of 55 Hulbert LLC, 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 acknowledged to me that he signed it voluntarily for its stated purpose.

_____
Notary Public
My commission expires:

ACCEPTANCE BY THE TOWN OF NANTUCKET

The undersigned, constituting a majority of the Town of Nantucket Select Board, hereby acknowledge that at a meeting of the Select Board held on _____, 2020, the forgoing Grant of Easement was accepted pursuant to the authority of Section 3.3 of Chapter 289 of the 1996 Acts of the General Court, pursuant to which we have directed publication of notice regarding this acceptance.

Executed this _____ day of _____, 2020.

TOWN OF NANTUCKET
By its Select Board

_____
Dawn E. Hill Holdgate

_____
Jason Bridges

_____
Matthew G. Fee

_____
Kristie L. Ferrantella

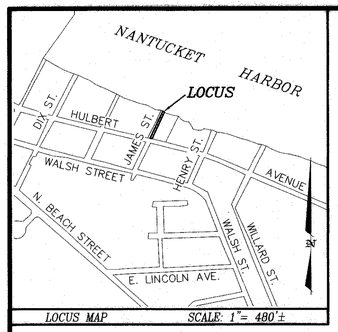
_____
Melissa K. Murphy

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____2020, before me, the undersigned notary public personally appeared, Dawn E. Hill Holdgate, Jason Bridges, Matthew G. Fee, Kristie L. Ferrantella and Melissa K. Murphy as members of the Select Board of the Town of Nantucket, and 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 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:



LOCUS MAP SCALE: 1"= 480±

CURRENT ZONING CLASSIFICATION:
Residential 1 (R-1)

MINIMUM LOT SIZE:	5000 S.F.
MINIMUM FRONTAGE:	50 FT.
FRONT YARD SETBACK:	10 FT.
REAR/SIDE SETBACK:	5 FT.
GROUND COVER % :	30 %

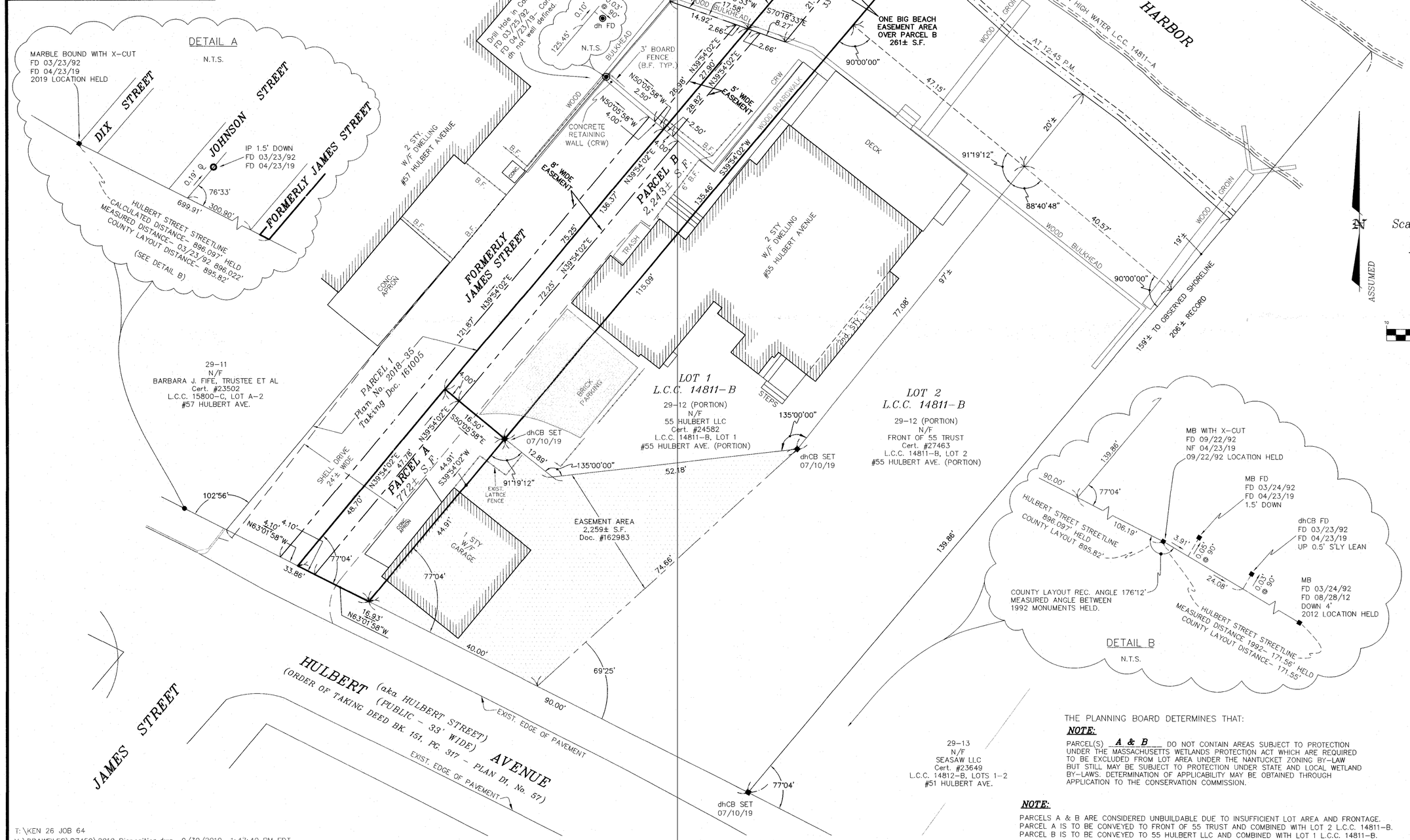
OWNER INFORMATION

TOWN OF NANTUCKET ORDER OF TAKING
Doc. #161005
Plan No. 2018-35, PARCEL 2
PORTION OF JAMES STREET

LEGEND

dhCB FD ■	DENOTES CONCRETE BOUND WITH DRILLHOLE FOUND
MB FD ■	DENOTES MARBLE BOUND FOUND
IP FD ○	DENOTES IRON PIPE FOUND
dh FD ◉	DENOTES DRILL HOLE FOUND

EASEMENT AREA
8' EASEMENT OVER PARCEL A: 193± S.F.
8' EASEMENT OVER PARCEL B: 289± S.F.
8' EASEMENT OVER PARCEL 1: 486± S.F.
5' EASEMENT OVER PARCEL B: 71± S.F.
5' EASEMENT OVER PARCEL 1: 68± S.F.



COMMONWEALTH OF MASSACHUSETTS
CHRISTOPHER J. ANDREWS
No. 54283
REGISTERED PROFESSIONAL LAND SURVEYOR
09/30/19

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.

PROFESSIONAL LAND SURVEYOR — DATE 09/30/19

NANTUCKET REGISTRY OF DEEDS
Date: October 25 2019
Time: 3:39 pm
Plan No.: 2019-53
Attest: Register
Sheet 1 of 1
RESERVED FOR REGISTRY USE

2019 00000053
Bk: Pg: 0 Page: 0
Doc: PLAN 10/25/2019 03:39 PM

BEING A DIVISION OF PARCEL 2
SHOWN ON Plan No. 2018-35
REFERENCE Doc. #161005

Disposition Plan of Land in Nantucket, Mass. Prepared for

55 HULBERT LLC

Scale: 1"= 10' September 30, 2019

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

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

Nantucket Select Board
Being a majority—

DATE SIGNED:

PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A DETERMINATION OF CONFORMANCE UNDER ZONING.

Nantucket Planning Board
APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

10-15-19 DATE SIGNED
8401 FILE #

THE PLANNING BOARD DETERMINES THAT:

NOTE:

PARCEL(S) **A & B** DO NOT CONTAIN AREAS 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 PROTECTION UNDER STATE AND LOCAL WETLAND BY-LAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.

NOTE:

PARCELS A & B ARE CONSIDERED UNBUILDABLE DUE TO INSUFFICIENT LOT AREA AND FRONTAGE.
PARCEL A IS TO BE CONVEYED TO FRONT OF 55 TRUST AND COMBINED WITH LOT 2 L.C.C. 14811-B.
PARCEL B IS TO BE CONVEYED TO 55 HULBERT LLC AND COMBINED WITH LOT 1 L.C.C. 14811-B.

T:\KEN 26 JOB 64
V:\DRAWFILES\B7459\2019 Disposition.dwg 9/30/2019 1:47:40 PM EDT

B7459

Agenda Item Summary

Agenda Item #	IX. 2.
Date	10/28/2020

Staff

Ken Beaugrand, Real Estate Specialist
Eleanor Weller Antonietti, Land Use Specialist / Zoning Administrator

Subject

Disposition of portions of James Street abutting 57 Hulbert Avenue as authorized by passage of Article 6 at the 2013 STM and acceptance of a non-exclusive Pedestrian Access Easement over Parcel 1 and a One Big Beach ("OBB") easement as shown on attached plan.

Executive Summary

This matter has been before REAC several times to get clarification of the size and nature of the Pedestrian easement as well as the OBB Easement. REAC determined that there shall be zero financial consideration due for the conveyance of Parcel 1 in exchange for the OBB.

Staff Recommendation

Proceed with the conveyance and acceptance of easements as recommended by REAC.

Background/Discussion

This transaction establishes a permanent pedestrian access to the harbor from Hulbert Ave. While this conveyance does not provide the ability to further subdivide the property without approval from the Select Board, it does allow the reconfiguration of the lot lines, (i.e. boundary line adjustments that do not create new building lots) after the acquisition of the property from the Town.

Impact: Environmental ☐ Fiscal ☒ Community☒ Other☐

Provides pedestrian access and One Big Beach easements

Board/Commission Recommendation

REAC reviewed this over the course of several meetings, recommending approval at a final public hearing on 10/13/20. REAC specifically recommended restricting vehicle access to emergency vehicles only and made provisions for customary maintenance & upgrades to the public access areas and bulkhead, and seasonal installation of a protective winter sea wall provided pedestrian access to the beach is maintained. Town Counsel has reviewed the title documents and recommends proceeding with the execution of the deeds and easements.

Public Outreach

Per passage of Article 5 at the 2013 STM, the Select Board approved an Order of Taking by Eminent Domain of the fee interest in portions of James Street shown on Plan No. 2018-35.

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

Conforms with the intent of the Yard Sale program and furthers the Town's OBB access program.

Attachments

Deed & Settlement Statement for Parcel 1, James St; Pedestrian Easement for Parcel 1, James St; Grant of "One Big Beach" Easement for Parcel 1, James St; Plan Nos. 2018-35 & 2019-53

QUITCLAIM DEED

Parcel 1, James Street,
Nantucket, Massachusetts

The **Town of Nantucket**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Select Board (the "Grantor"), in consideration of One and 00/100 Dollar ($1.00), the receipt of which is hereby acknowledged, and in further consideration of an easement over a portion of 57 Hulbert Avenue and Parcel 1, James Street, to be conveyed to the Grantor by the afore-referenced Grantee by Grant of Easement recorded herewith, pursuant to the authority of Article 6 voted upon at the 2013 Special Town Meeting, a certified copy of which is attached hereto, grants to **Barbara J. Fife, Trustee of the Barbara J. Fife QPRT FBO Stephen Fife u/d/t dated February 26, 2010, and filed as Document No. 129953 with the Nantucket Registry District of the Land Court; Barbara J. Fife, Trustee of the Barbara J. Fife QPRT FBO Andrew Fife, u/d/t dated February 26, 2010, and filed with said Registry District of the Land Court as Document No. 129947; Barbara J. Fife, Trustee of the Barbara J. Fife QPRT FBO Howard Fife u/d/t dated February 26, 2010 filed with said Registry District of the Land Court as Document No. 129949; and Barbara J. Fife, Trustee of the Barbara J. Fife QPRT FBO Richard Fife u/d/t dated February 26, 2010 filed with said Registry District of the Land Court as Document No. 129951,** of 25 Central Park West, New York, New York 10034, (the "Grantee") each having an undivided one-fourth interest, with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Parcel 1, James Street containing 3,093± square feet on a plan of land entitled "Taking & Disposition Plan of Land in Nantucket, Mass. Prepared for the Town of Nantucket," dated March 6, 2018, prepared by Blackwell & Associates, Inc., recorded with Nantucket County Registry of Deeds as Plan No. 2018-35 (the "Parcel").The premises hereby conveyed is a portion of James Street in Nantucket, Massachusetts and is vacant land.

The Parcel is conveyed subject to a four foot (4') wide easement containing 486± square feet and a two and one-half foot (2 ½') wide easement containing 68± square feet as shown on a plan entitled "Disposition Plan of Land in Nantucket, Mass., Prepared for 55 Hulbert LLC," dated September 30, 2019, prepared by Blackwell & Associates, Inc., recorded with Nantucket County Registry of Deeds as Plan No. 2019- 53. The easements are for public access from Hulbert Avenue to the beach only by foot or non-motorized transportation except for the use of motorized wheelchairs or other mobility devices for the disabled. The terms of the easement are more particularly set forth in a Pedestrian Easement from the Grantee to the Grantor recorded simultaneously herewith.

The Grantor's conveyance of this Parcel is based in part on the Grantee's warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and

shall, for all intents and purposes, be combined with and considered as one parcel with the abutting lot at 57 Hulbert Avenue, in said Nantucket and shown on Town Assessor's Map 29 as Parcel 11 previously acquired by Grantee by Deed filed with said Registry District of the Land Court as Document No. 129952 noted on Certificate of Title No. 23502 (together with the Parcel, the "Combined Premises"), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board and such permission is recorded with said Deeds and filed with said Registry District of the Land Court. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, separately conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Select Board and recorded with said Deeds and filed with said Registry District of the Land Court.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. All of the above restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated January 30, 2019, filed with said Registry District of the Land Court as Document No. 161005, and Confirmatory Order of Taking dated December 18, 2019 recorded with said Deeds in Book 1726, Page 146.

EXECUTED under seal this _____ day of _____, 2020.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

_____
Dawn E. Hill Holdgate

_____
Jason Bridges

_____
Matthew G. Fee

_____
Kristie L. Ferrantella

_____
Melissa K. Murphy

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared Dawn E. Hill Holdgate, Jason Bridges, Matthew G. Fee, Kristie L. Ferrantella and Melissa K. Murphy as Members of the Select Board 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 and deed of the Select Board of the Town of Nantucket.

Notary Public _____
My Commission Expires:

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
Barbara J. Fife, Trustee of Barbara J. Fife QPRT FBO Stephen Fife, Barbara J. Fife QPRT FBO Andrew Fife, Barbara J. Fife QPRT FBO Howard Fife and Barbara J. Fife QPRT FBO Richard Fife ("Buyer")
Parcel 1, James Street,
Nantucket, MA (Property)
October 29, 2020 (Closing Date)

Purchase Price:	**$**	**1.00**
Less:		
Deposit	$	00.00
Plus:		
Payment in Lieu of Tax Adjustment 10/29/20-6/30/21	$	242.55
Reimbursement of Town's Legal Fees	$	1,500.00
Net Amount Due Seller:	**$**	**1, 743.55**
Checks:		
Town of Nantucket	$	1, 743.55

BUYER: BARBARA J. FIFE QPRT
FBO STEPHEN FIFE

By: _____
Barbara J. Fife, Trustee

BUYER: BARBARA J. FIFE QPRT
FBO ANDREW FIFE

By: _____
Barbara J. Fife, Trustee

BUYER: BARBARA J. FIFE QPRT
FBO HOWARD FIFE

By: _____
Barbara J. Fife, Trustee

BUYER: BARBARA J. FIFE QPRT
FBO RICHARD FIFE

By:_____
Barbara J. Fife, Trustee

SELLER: TOWN OF NANTUCKET
SELECT BOARD

_____

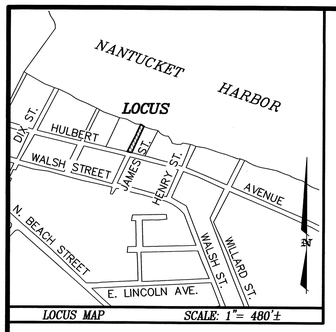
_____

_____

_____

_____

705612v3NANT 19712/0276



LOCUS MAP SCALE: 1"= 480'±

CURRENT ZONING CLASSIFICATION:
Residential 1 (R–1)

MINIMUM LOT SIZE: 5000 S.F.
MINIMUM FRONTAGE: 50 FT.
FRONT YARD SETBACK: 10 FT.
REAR/SIDE SETBACK: 5 FT.
GROUND COVER % : 30 %

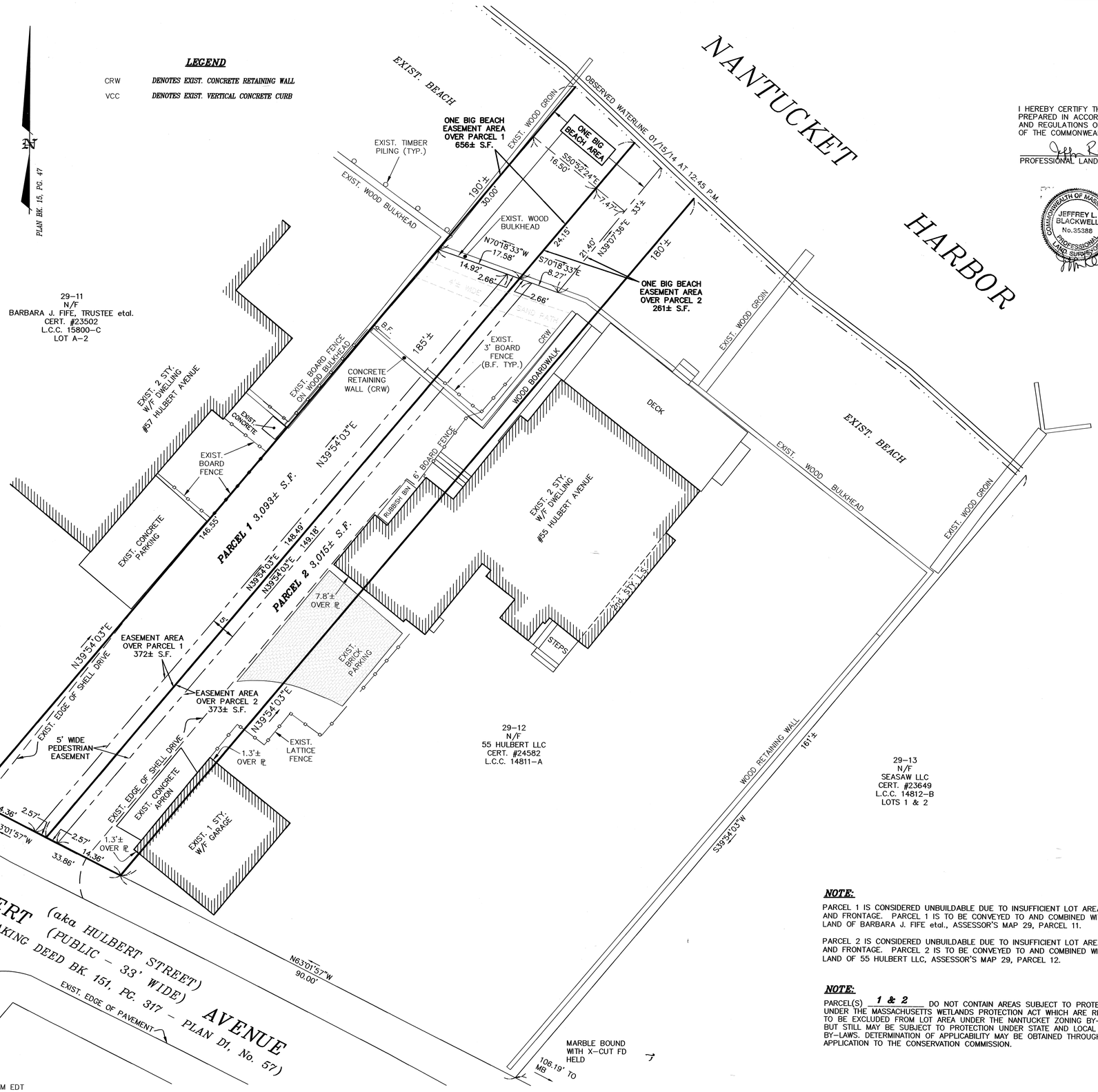
OWNER INFORMATION

55 HULBERT LLC
CERT. OF TITLE #24582
L.C.C. 14811–A
ASSESSOR'S MAP 29, PARCEL 12
#55 HULBERT AVENUE

BARBARA J. FIFE, TRUSTEE
CERT. OF TITLE #23502
L.C.C. 15800–C, LOT A–2
ASSESSOR'S MAP 29, PARCEL 11
#57 HULBERT AVENUE

LEGEND

CRW DENOTES EXIST. CONCRETE RETAINING WALL
VCC DENOTES EXIST. VERTICAL CONCRETE CURB



NOTE:

PARCEL 1 IS CONSIDERED UNBUILDABLE DUE TO INSUFFICIENT LOT AREA AND FRONTAGE. PARCEL 1 IS TO BE CONVEYED TO AND COMBINED WITH LAND OF BARBARA J. FIFE etal., ASSESSOR'S MAP 29, PARCEL 11.

PARCEL 2 IS CONSIDERED UNBUILDABLE DUE TO INSUFFICIENT LOT AREA AND FRONTAGE. PARCEL 2 IS TO BE CONVEYED TO AND COMBINED WITH LAND OF 55 HULBERT LLC, ASSESSOR'S MAP 29, PARCEL 12.

NOTE:

PARCEL(S) 1 & 2 DO NOT CONTAIN AREAS 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 PROTECTION UNDER STATE AND LOCAL WETLAND BY–LAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.

2018 00000035
Bk: Pg: 0 Page: 0
Doc: PLAN 06/15/2018 02:26 PM

NANTUCKET REGISTRY OF DEEDS
Date: June 15, 2018
Time: 2:26 pm
Plan No.: 2018-35
Attest: Jennifer H Ferreira Register
SHEET 1 OF 1
RESERVED FOR REGISTRY USE

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.

PROFESSIONAL LAND SURVEYOR 5-7-18 DATE

COMMONWEALTH OF MASSACHUSETTS
JEFFREY L. BLACKWELL
No. 35388
PROFESSIONAL LAND SURVEYOR

Reference 2013 STM Articles 5 & 6

Taking & Disposition Plan of Land

in

Nantucket, Mass.

Prepared for

TOWN OF NANTUCKET

Scale: 1"= 10' March 06, 2018

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

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

Nantucket Select Board

Being a majority–

DATE SIGNED:

PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A DETERMINATION OF CONFORMANCE UNDER ZONING.

Nantucket Planning Board

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

05-14-18 DATE SIGNED
8237 FILE #

B7459

T:\KEN 26 JOB 64
V:\DRAWFILES\B7459\2018 Taking.dwg 5/7/2018 2:44:37 PM EDT

PEDESTRIAN EASEMENT

KNOW ALL MEN by these presents that **Barbara J. Fife, Trustee of the Barbara J. Fife QPRT FBO Stephen Fife u/d/t dated February 26, 2010, and filed as Document No. 129953 with the Nantucket Registry District of the Land Court; Barbara J. Fife, Trustee of the Barbara J. Fife QPRT FBO Andrew Fife u/d/t dated February 26, 2010, filed with said Registry District of the Land Court as Document No. 129947; Barbara J. Fife, Trustee of the Barbara J. Fife QPRT FBO Howard Fife u/d/t dated February 26, 2010, filed with said Registry District of the Land Court as Document No. 129949; and Barbara J. Fife, Trustee of the Barbara J. Fife QPRT FBO Richard Fife u/d/t dated February 26, 2010 filed with said Registry District of the Land Court as Document No. 129951**, of 25 Central Park West, New York, New York 10034 (hereinafter "Grantor"), being the owners of land in Nantucket, Massachusetts, known as 57 Hulbert Avenue (the Property") shown as Lot A-2 on Land Court Plan No. 15800-C and Parcel 1, James Street on a plan of land entitled "Taking & Disposition Plan of Land in Nantucket, Mass. Prepared for Town of Nantucket," dated March 6, 2018, prepared by Blackwell & Associates, Inc., recorded with Nantucket County Registry of Deeds as Plan No. 2018-35 (the "Plan") by virtue of Deeds filed with said Registry District of the Land Court as Document No. 129952 and recorded with said Deeds in Book _____, Page _____, for One ($1.00) Dollar and other valuable consideration received do hereby grant to the **Town of Nantucket**, a Massachusetts municipal corporation, acting by and through its Select Board, with a mailing address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (hereinafter the "Grantee") a non-exclusive pedestrian access easement as follows:

(a) A non-exclusive four-foot (4') wide easement containing 486± square feet and a two and one-half foot (2 ½') wide easement containing 68± square feet as shown a plan entitled "Disposition Plan of Land in Nantucket, Mass., Prepared for 55 Hulbert LLC,"

dated September 30, 2019, prepared by Blackwell & Associates, Inc., recorded with said Deeds as Plan No. 2019-53 for pedestrian access for use by the public from Hulbert Avenue to the beach as shown on said Plan, a copy of which is attached hereto as Exhibit A ("the Easement Area");

(b) It is expressly understood that vehicular access and the use of motorized vehicles in said Easement Area shall be expressly prohibited except for:

(i) vehicles required by the Grantee and its agents and/or contractors, to construct, improve, maintain, repair, replace and patrol the Easement Area;
(ii) motorized wheelchairs and like vehicles for the disabled; and
(iii) emergency vehicles on emergency calls or official business.

(c) The Grantee shall have the right to cut or trim trees, shrubbery, vegetation in order to construct and maintain the Easement Area and to re-surface the Easement Area with any materials in the Grantee's sole discretion and at its sole cost and expense.

(d) The Grantor is prohibited from constructing or placing any fence, structure, shrubbery or vegetation which encroaches upon the Easement Area or inhibits the Grantee's ability to use said Easement Area for the purposes set forth herein.

(e) The Grantor and Grantee further agree to defend, indemnify and hold each other harmless, to the extent permitted by law, from and against any and all liability, loss, damages, costs, expenses (including reasonable attorneys' fees and expenses) causes of actions, suits, claims, demands, judgments which are or may be imposed upon, incurred by or asserted against the Grantor or the Grantee by reason of or arising from their respective use and exercise of the easement hereby granted, except insofar as caused by the negligence of the other party or their agents or representatives.

Signature Page to Follow

WITNESS my hands and seals this _____ day of _____, 2020

_____	_____
Barbara J. Fife, Trustee of the Barbara J. Fife QPRT FBO Stephen Fife	Barbara J. Fife, Trustee of the Barbara J. Fife QPRT FBO Andrew Fife
_____	_____
Barbara J. Fife, Trustee of the Barbara J. Fife, QPRT FBO Howard Fife	Barbara J. Fife, Trustee of the Barbara J. Fife QPRT FBO Richard Fife

STATE OF NEW YORK

County of _____

On this _____ day of _____, 2020 before me, the undersigned notary public, personally appeared Barbara J. Fife, Trustees as aforesaid, proved to me through satisfactory evidence of identification, which was _____, (type of identification) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

_____

Official Signature and Seal of Notary Public

My Commission expires:

ACCEPTANCE OF EASEMENT

We, the undersigned Members of the Select Board of the Town of Nantucket, hereby accept the foregoing Pedestrian Easement from Barbara J. Fife, Trustee of the Barbara J, Fife QPRT FBO Stephen Fife, Barbara J. Fife, Trustee of the Barbara J. Fife QPRT FBO Andrew Fife, Barbara J. Fife, Trustee of the Barbara J. Fife QPRT FBO Howard Fife, and Barbara J. Fife, Trustee of the Barbara J. Fife QPRT FBO Richard Fife, pursuant to the authority of Section 3.3 of Chapter 289 of the Acts of 1996.

Executed under seal this ___ day of _____, 2020.

TOWN OF NANTUCKET
By its Select Board

_____
Dawn E. Hill Holdgate

_____
Jason Bridges

_____
Matthew G. Fee

_____
Kristie L. Ferrantella

_____
Melissa K. Murphy

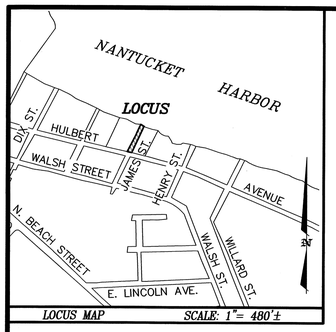
COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared Dawn E. Hill Holdgate, Jason Bridges, Matthew G. Fee, Kristie L. Ferrantella and Melissa K. Murphy as Members of the Board of Selectmen 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:

736585/NANT/19712/0276



LOCUS MAP SCALE: 1"= 480'±

CURRENT ZONING CLASSIFICATION:
Residential 1 (R–1)

MINIMUM LOT SIZE: 5000 S.F.
MINIMUM FRONTAGE: 50 FT.
FRONT YARD SETBACK: 10 FT.
REAR/SIDE SETBACK: 5 FT.
GROUND COVER % : 30 %

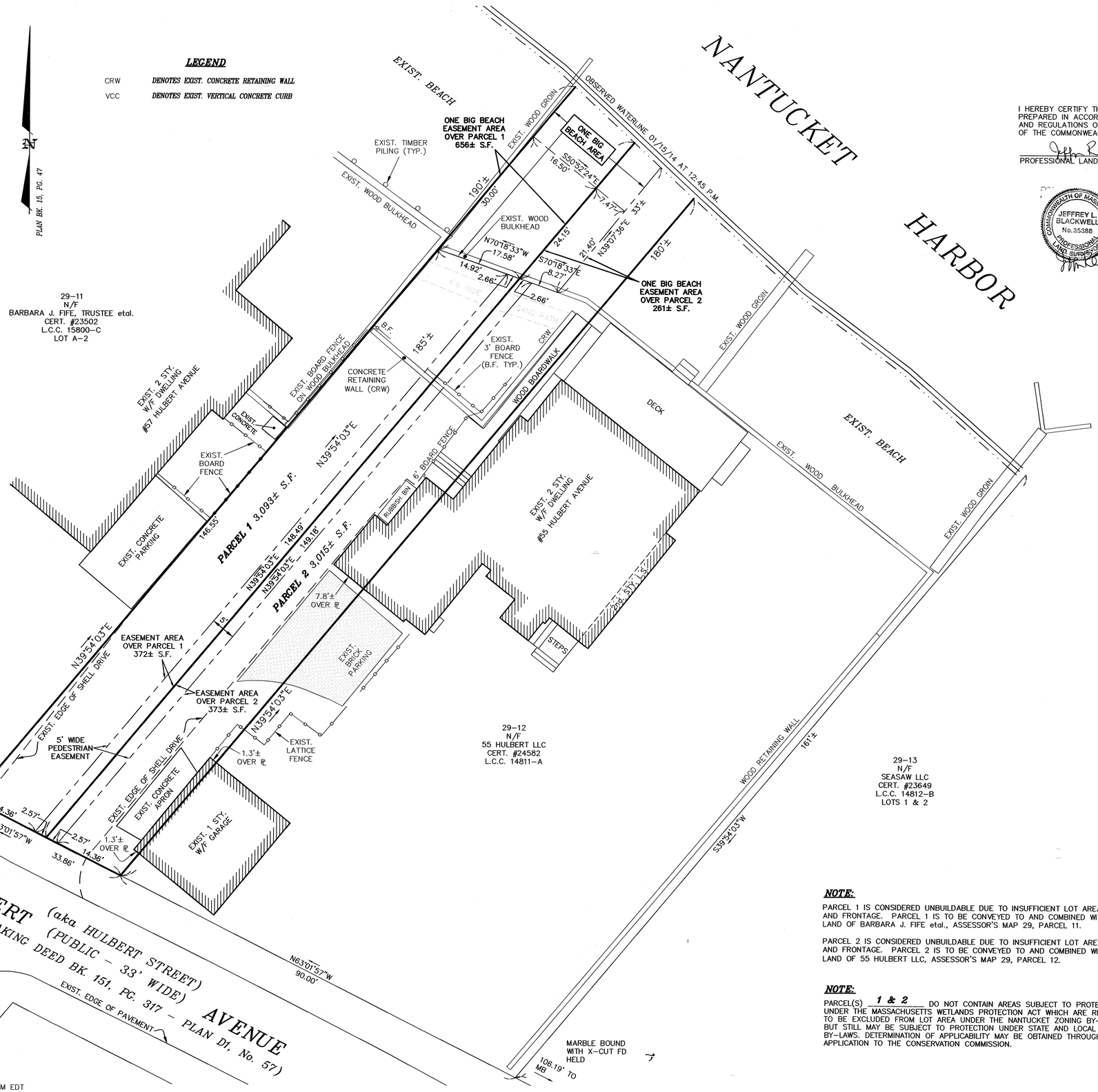
OWNER INFORMATION

55 HULBERT LLC
CERT. OF TITLE #24582
L.C.C. 14811–A
ASSESSOR'S MAP 29, PARCEL 12
#55 HULBERT AVENUE

BARBARA J. FIFE, TRUSTEE
CERT. OF TITLE #23502
L.C.C. 15800–C, LOT A–2
ASSESSOR'S MAP 29, PARCEL 11
#57 HULBERT AVENUE

LEGEND

CRW DENOTES EXIST. CONCRETE RETAINING WALL
VCC DENOTES EXIST. VERTICAL CONCRETE CURB



NOTE:

PARCEL 1 IS CONSIDERED UNBUILDABLE DUE TO INSUFFICIENT LOT AREA AND FRONTAGE. PARCEL 1 IS TO BE CONVEYED TO AND COMBINED WITH LAND OF BARBARA J. FIFE etal., ASSESSOR'S MAP 29, PARCEL 11.

PARCEL 2 IS CONSIDERED UNBUILDABLE DUE TO INSUFFICIENT LOT AREA AND FRONTAGE. PARCEL 2 IS TO BE CONVEYED TO AND COMBINED WITH LAND OF 55 HULBERT LLC, ASSESSOR'S MAP 29, PARCEL 12.

NOTE:

PARCEL(S) 1 & 2 DO NOT CONTAIN AREAS 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 PROTECTION UNDER STATE AND LOCAL WETLAND BY–LAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.

2018 00000035
Bk: Pg: 0 Page: 0
Doc: PLAN 06/15/2018 02:26 PM

NANTUCKET REGISTRY OF DEEDS
Date: June 15, 2018
Time: 2:26 pm
Plan No.: 2018-35
Attest: Jennifer H Ferreira Register
SHEET 1 OF 1
RESERVED FOR REGISTRY USE

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.

PROFESSIONAL LAND SURVEYOR 5-7-18 DATE

COMMONWEALTH OF MASSACHUSETTS
JEFFREY L. BLACKWELL
No. 35388
PROFESSIONAL LAND SURVEYOR

Reference 2013 STM Articles 5 & 6

Taking & Disposition Plan of Land

in

Nantucket, Mass.

Prepared for

TOWN OF NANTUCKET

Scale: 1"= 10' March 06, 2018

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

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

Nantucket Select Board

Being a majority–

DATE SIGNED:

PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A DETERMINATION OF CONFORMANCE UNDER ZONING.

Nantucket Planning Board

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

05-14-18 DATE SIGNED
8237 FILE #

B7459

T:\KEN 26 JOB 64
V:\DRAWFILES\B7459\2018 Taking.dwg 5/7/2018 2:44:37 PM EDT

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, Barbara J. Fife, Trustee of the Barbara J. Fife, QPRT FBO Stephen Fife u/d/t/dated February 26, 2010 filed as Document No. 129953 with the Nantucket Registry District of the Land Court; Barbara J. Fife, Trustee of the Barbara J. Fife QPRT FBO Andrew Fife u/d/t/ dated February 26, 2010 filed as Document No. 129947 with the Registry District of the Land Court; Barbara J. Fife, Trustee of the Barbara J. Fife QPRT FBO Howard Fife u/d/t dated February 26, 2010 filed as Document No. 129949 with said Registry District of the Land Court; and Barbara J. Fife, Trustee of the Barbara J. Fife QPRT FBO Richard Fife u/d/t/ dated February 26, 2010 filed as Document No. 129951 with said Registry District of the Land Court, all of 25 Central Park West, New York, New York 10034 (the "Grantor"), in consideration of One Dollar ($1.00) paid and in consideration of the conveyance of Parcel 1, James Street, Nantucket, Massachusetts by Deed of Grantee simultaneously filed with said Registry District of the Land Court and recorded with Nantucket County Registry of Deeds, do hereby GRANT to the Town of Nantucket (the "Town"), a body politic of the Commonwealth of Massachusetts, having offices at 16 Broad Street, Nantucket, Massachusetts 02554, by and through its Select Board, (the "Grantee"), with QUITCLAIM COVENANTS, the following rights, title and interests:

1. A perpetual easement coextensive with and limited to the Easement Area of Grantor's Lands. The terms "Easement Area" and "Grantor's Land," as well as other terms used in this Grant of Easement, are defined below in Paragraph 2. The scope of the affirmative perpetual easement herein granted is more fully defined, limited, and subject to the conditions and covenants set forth in the following paragraphs.

2. Definitions for the purposes of this Grant of Easement:

"Grantor's Land" shall mean a certain parcel of land situated in the Town and County of Nantucket, Massachusetts, at 57 Hulbert Avenue being described in Certificate of Title No. 23502 filed with said Registry District of the Land Court and is shown on Assessor's Map 29 as Parcel 11 and Parcel 1, James Street shown on a plan of land recorded with Nantucket County Registry of Deeds as Plan No. 2018-35 and in a Deed recorded with said Deeds in book _____, Page _____.

"coastal bank" shall mean the seaward face or side of any elevated landform, other than a coastal dune, which lies at the landward edge of a coastal beach, land subject to tidal action, or other wetland.

"coastal dune" shall mean any natural hill, mound or ridge of sediment landward of a coastal beach deposited by wind action or storm overwash, including without limitation vegetated areas of American beach grass or other natural beach plants serving to build dunes in dune fields between the landward edge of unvegetated sand and the seaward face or side of the

coastal bank. Coastal dune also means sediment deposited by artificial means and serving the purpose of storm damage prevention or flood control.

"Easement Area" shall mean that part or portion of Grantor's Land lying inland of the mean low water line up to and along the seaward edge of the coastal dunes, or if no coastal dunes are present up to and including the seaward edge of the wooden bulkhead located on the Grantor's Land as it currently exists. To the extent that erosion, accretion, drifting sand, avulsion or other natural phenomena alter the mean low water line, the coastal bank or the coastal dune as they may exist, or the reconstruction of the bulkhead between its existing location and Hulbert Avenue, the Easement Area shall be deemed correspondingly altered for purposes of this Grant of Easement. The Easement Area as it currently exists is shown as "One Big Beach Easement Area over Parcel 1" containing 656± square feet on the plan entitled "Disposition Plan of Land in Nantucket, Mass. Prepared for 55 Hulbert LLC," dated September 30, 2019, recorded with Nantucket County Registry of Deeds as Plan No. 2019- 53 (the "Plan").

"Coastal Conservation Land" shall mean that ocean-front land, contiguous to Grantor's Land, now or hereafter owned by the Town or by the Nantucket Islands Land Bank, a government body established for the purpose of land conservation (see, Chapter 669 of the Massachusetts Acts of 1983, as amended), and held for the purpose of preserving the unique natural littoral environment of Nantucket for enjoyment by the general public, and for protecting the scenic and ecological character of the Nantucket shore.

"Commercial Activities" shall mean any activity or event where money is paid to an individual or business entity for services rendered within the Easement Area. By way of illustration only and without limitation, the erection or use of any permanent or temporary structure, kiosk, dock, mooring, stand, cart, sign for advertisement, or other real or personal property, fixtures, or equipment primarily for the purpose of, or incidental or accessory thereto, manufacturing, selling, leasing or otherwise providing from that specific structure or arising from such use any property, good, product or service..

"conservation" and "recreation," and all derivations therefrom, shall have the general meanings and uses given to those terms by Internal Revenue Code, Section 170(h), and the regulations promulgated thereunder.

"mean high water line" shall mean the line where the arithmetic mean of the high water heights observed over a specific 19-year metonic cycle (the National Tidal Datum Epoch) meets the shore and shall be determined using hydrographic survey data of the National Ocean Survey of the U.S. Department of Commerce.

"mean low water line" shall mean the line where the arithmetic mean of the low water heights observed over a specific 19-year metonic cycle (the National Tidal Datum Epoch) meets the shore and shall be determined using hydrographic survey data of the National Ocean Survey of the U.S. Department of Commerce.

"intertidal areas" shall mean the area upland of the mean low water line and seaward of the mean high water line, subject to tidal action.

"Maintenance Obligation" shall mean the ongoing and continuous obligation and duty to adequately patrol, maintain and police (that is, supervise, clean, and maintain order, but not to be required to provide regular patrolling by law enforcement officers) environmental resources in accordance with the Nantucket Beach Management Plan as the same may be amended from time to time and State and local law, and periodically to inspect the Easement Area.

3. The Grantee and the general public shall have the right to enter upon and use the Easement Area exclusively for conservation and recreational purposes for which beaches are used on Nantucket (with the exception of the vehicular uses that are provided in paragraph 4), but not Commercial Activities. These purposes and uses include, by way of illustration and without limitation, educational uses, swimming, fishing, surfboarding, snorkeling, sunbathing, strolling, walking, hiking, wildlife observation, picnicking, scenic viewing, normal and usual beach recreational activities and games, and other similar or appropriate and reasonable recreational outdoor activities and uses as the Grantee, shall determine from time to time, provided the said similar uses shall have been approved in writing by the Select Board of the Town of Nantucket and notice of such approval is duly published in a newspaper of general circulation in the Town of Nantucket. The Grantee shall regulate the hours and the scope and nature of the permitted uses and activities in accordance with the Grantee's standard beach-management practices in effect for the beaches of Nantucket as found in the Town of Nantucket Beach Management Plan, as adopted by the Nantucket Select Board on June 1, 2005 and "Regulations for the Use of Town-Owned Beaches", said regulations effective August 1, 2003 as amended August 4, 2004 as may be amended from time to time, and further the Grantee may grant special permits, from time to time, with the prior written approval from the Grantor, for such other uses and activities and for extended hours, from time to time, as may be provided for by such duly adopted rules, regulations and/or bylaws. In adopting such rules, regulations and/or bylaws, and in issuing special permits pursuant thereto, the Grantee (together with any applicable departments or other divisions, boards, bodies, agencies, officials or agents of the Town) shall use reasonable efforts to minimize reasonably foreseeable adverse effects of such rules, regulations and/or bylaws and permits proposed to be issued upon the reasonable peaceful enjoyment of the Grantor's Land lying outside the Easement Area and upon the Easement Area and shall in no event authorize and the Town shall use reasonable efforts to prohibit any Commercial Activities within the Easement Area, nor in any way compromise the liability protection now afforded to Grantor by M.G.L. c. 21, §17C or any revised or replacement statute that affords liability protection which is substantially similar to that now afforded by M.G.L. c. 21, §17C. Notwithstanding the foregoing, no member of the general public shall have any right to enter upon, travel over or use those portions of the Easement Area consisting of coastal dunes except with the prior written consent of Grantor or Grantor's heirs, executors, administrators, legal representatives, successors and/or assigns. Notwithstanding the foregoing, the Town shall have the right to enter upon, travel over or otherwise use those portions of the Easement Area consisting of coastal dunes as necessary to perform its Maintenance Obligation.

4. Notwithstanding the uses and activities set forth in paragraph 3 above, the Grantee shall not allow access and use of recreational vehicles in the Easement Area except as provided for herein below. Vehicular access and use shall be prohibited subject to such rules, regulations and bylaws previously adopted by the Grantee and now existing or hereafter adopted by the Grantee. The foregoing sentences shall not limit the official use of vehicles of the Town, its agencies or other governmental entities.

5. Notwithstanding the provisions of paragraphs 3 and 4 above, all movable or fixed structures and signage indicating the limits and/or access to the Easement Area shall be prohibited throughout the Easement Area. except constructed steps to ascend and descend the coastal bank, and Grantor and/or Grantee may erect or maintain wire or snow fencing, signage or the like along the seaward edge of the coastal bank as may reasonably be warranted to protect the coastal bank and coastal dune or any species listed by any applicable state or federal law or regulation as endangered or threatened so as to advance the conservation purposes for which this Easement is being granted, without unreasonably frustrating the recreational purposes of this Easement. If any structure(s) mandated under applicable state or federal law or regulation frustrate the purposes for which this Grant of Easement is being granted, such structures may be maintained only for as long as is legally required and the party that caused such structure(s) to be placed on the Easement Area shall be responsible for and shall remove such structures(s) within a reasonable period after such time.

6. In addition to any other duties and obligations, the Town shall have the ongoing and continuous obligation and duty to fulfill its Maintenance Obligation and to reasonably ensure that persons granted access pursuant to this easement fully comply with Massachusetts, local and federal laws protecting coastal areas and the use of this beach. Any member(s) of the public who violate(s) the duly adopted rules, regulations and/or bylaws or who refuse to cease and desist from any proscribed conduct, acts or omissions to do or perform anything required to conform to the same may be cited in accordance with said rules, regulations and/or bylaws. The Town may remove from the Easement Area any individual who violates any said rule, regulation and/or bylaw. Further, when issuing any permits pursuant to such rules, regulations and/or bylaws, the Town shall impose such reasonable conditions and restrictions that may be reasonably necessary to assure the Grantor the reasonable peaceful enjoyment of Grantor's Land lying outside the Easement Area.

7. This Grant of Easement shall be binding upon and inure to the benefit of the Grantor(s) and his/her/their heirs, executors, administrators, legal representatives, successors and assigns and this Grant of Easement shall be binding upon and inure to the benefit of the Grantee, and the Town and its successors and assigns. The Town's successors and assigns shall be entities eligible to hold qualified conservation restrictions under applicable federal tax law.

8. This Grant of Easement shall be subject to and interpreted pursuant to the laws of the Commonwealth of Massachusetts, and, to the extent applicable to shorefront property, also subject to the laws of the United States of America.

9. Rights retained by the Grantor(s) in and to the Easement Area shall be inferior and incidental to the conservation and recreational use of the Easement Area provided for here and shall be valid to the extent consistent with this Grant of Easement, and only if exercised so as not to impair the conservation and recreational rights and interests conveyed to the Town hereunder. Said granted and retained rights shall exclude the right to physically alter the Easement Area, by any manual or mechanical means, in any way that would diminish the conservation and recreational purposes of this Grant of Easement. The Grantor(s) and the Town shall have the right to enforce the terms, conditions and provisions hereof by an action in equity brought in the Nantucket Superior Court of the Commonwealth of Massachusetts, and in no other courts or jurisdictions, but although the Nantucket Superior Court shall be the initial forum,

nothing herein shall affect or diminish the Town's or Grantor's rights to appeal any decision made by such Court. The Grantor hereby agrees that no such action shall be commenced unless and until the Grantor shall have given thirty (30) days written notice to the Town, itemizing and detailing with particularity the alleged acts or omissions of the Town deemed to be in material violation of the terms, conditions and/or provisions hereof. In the event that the Town shall have substantially cured such material violations and has taken reasonable measures to assure that uncurable violations shall be avoided in the future, no such actions shall be commenced. However, in no event shall the Town be liable for any monetary damages based upon a violation (material or otherwise) hereof.

10. The Grantee has represented to the undersigned Grantor(s) that the Town has taken or shall promptly take all lawful measures for the Town to accept this Grant of Easement on behalf of itself and the Grantee and to undertake the Maintenance Obligation provided for herein. Grantor represents that he is the rightful lawful owner of the Grantor's Land and the Easement Area and that he possesses the legal authority to grant the rights in real property conveyed to Grantee under this Grant of Easement.

11. No term, covenant or provision of this Grant of Easement, nor the granting or acceptance hereof, shall be construed to be a waiver or release by Grantee or the Town of any right, title or interest it may hold relative to the Easement Area, any permanently submerged land, any coastal dune, any coastal bank or any other land affected by this Grant of Easement.

12. The Grantor shall be absolved from liability claims arising from accidents or injuries occurring to users of the Easement Area in accordance with the provisions of M.G.L. c 21, §17C or any revised or replacement statute that affords liability protection which is substantially similar to that now afforded by M.G.L. c. 21, §17C. Grantor may, in Grantor's discretion, close the Easement Area to public use in the event the landowner liability protection afforded in M.G.L. c. 21, §17C is repealed or altered in a manner which materially increases, in Grantor's reasonable opinion, Grantor's potential liability to public users of the Easement Area, and provided (a) no other statue or law affords Grantor, liability protection which is substantially similar to that now afforded by M.G.L. c. 21, §17C; or (b) Grantee elects not to provide reasonable insurance coverage or otherwise agrees to hold Grantor harmless against potential liability to public users of the Easement Area, except for liabilities directly caused by or arising from Grantor's gross negligence or willful misconduct. Upon the effective date of another statute or law affording to Grantor, in Grantor's counsel's reasonable opinion, with liability protection substantially similar to that now afforded by M.G.L. c. 21,§17C, or Grantee agreeing to provide reasonable insurance coverage or to otherwise hold Grantor harmless against potential liability to public users of the Easement Area (except for liabilities directly caused by or arising from Grantor's gross negligence or willful misconduct), then Grantor shall promptly open for public use all portions of the Easement Area then closed to the public. The Town shall use reasonable efforts not to compromise in any way the liability protection now afforded to Grantor by M.G.L. c. 21, §17C or any revised or replacement statute that affords liability protection which is substantially similar to that now afforded by M.G.L. c. 21, §17C.

13. Grantor and the Town shall not use the Easement Area in any manner detrimental to the Easement Area or inconsistent with the purpose of this Grant of Easement.

14. Any notices or deliveries required or permitted to be given to the Town pursuant to this instrument shall be in writing and delivered to the Select Board at the Town and County Building, 16 Broad Street, Nantucket, Massachusetts 02554. Any notices or deliveries required or permitted to be given to Grantor pursuant to this instrument shall be in writing and delivered to Grantor at 25 Central Park West, New York, New York 10034. All such notices shall be delivered by registered or certified mail, postage prepaid and receipt required, or overnight express courier with receipt required. Either the Town or the Grantor may change its address to which any notice is to be delivered by providing the other with reasonable notice of such new address in one of the manners specified above.

[Signatures Follow On Next Page]

In witness whereof, the undersigned Grantor, intending to be legally bound hereby, has affixed her hand and seal this _____ day of _____, 2020.

GRANTOR:

BARBARA J. FIFE, TRUSTEE OF BARBARA J. FIFE QPRT FBO STEPHEN FIFE

_____
Barbara J. Fife, Trustee as aforesaid

BARBARA J. FIFE, TRUSTEE OF BARBARA J. FIFE QPRT FBO ANDREW FIFE

_____
Barbara J. Fife, Trustee as aforesaid

BARBARA J. FIFE, TRUSTEE OF BARBARA J. FIFE QPRT FBO HOWARD FIFE

_____
Barbara J. Fife, Trustee as aforesaid

BARBARA J. FIFE, TRUSTEE OF BARBARA J. FIFE QPRT FBO RICHARD FIFE

_____
Barbara J. Fife, Trustee as aforesaid

STATE OF NEW YORK

Nantucket, ss

On this _____ day of _____, 2020 before me, the undersigned notary public, personally appeared Barbara J. Fife, Trustees as aforesaid 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 acknowledged to me that she signed it voluntarily for its stated purpose.

_____
Notary Public
My commission expires:

70565NANT19712/0276

ACCEPTANCE BY THE TOWN OF NANTUCKET

The undersigned, constituting a majority of the Town of Nantucket Select Board, hereby acknowledge that at a meeting of the Select Board held on _____, 2020, the forgoing Grant of Easement was accepted pursuant to the authority of Section 3.3 of Chapter 289 of the 1996 Acts of the General Court, pursuant to which we have directed publication of notice regarding this acceptance.

Executed this _____ day of _____, 2020.

TOWN OF NANTUCKET
By its Select Board

_____
Dawn E. Hill Holdgate

_____
Jason Bridges

_____
Matthew G. Fee

_____
Kristie L. Ferrantella

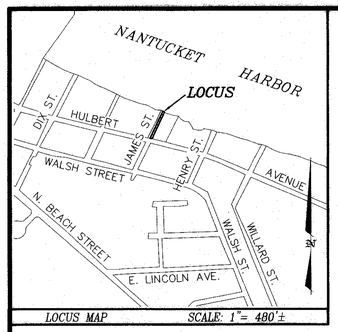
_____
Melissa K. Murphy

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____2020, before me, the undersigned notary public personally appeared, Dawn E. Hill Holdgate, Jason Bridges, Matthew G. Fee, Kristie L. Ferrantella and Melissa K. Murphy as members of the Select Board of the Town of Nantucket, and 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 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:



LOCUS MAP SCALE: 1"= 480±

CURRENT ZONING CLASSIFICATION:
Residential 1 (R-1)

MINIMUM LOT SIZE:	5000 S.F.
MINIMUM FRONTAGE:	50 FT.
FRONT YARD SETBACK:	10 FT.
REAR/SIDE SETBACK:	5 FT.
GROUND COVER % :	30 %

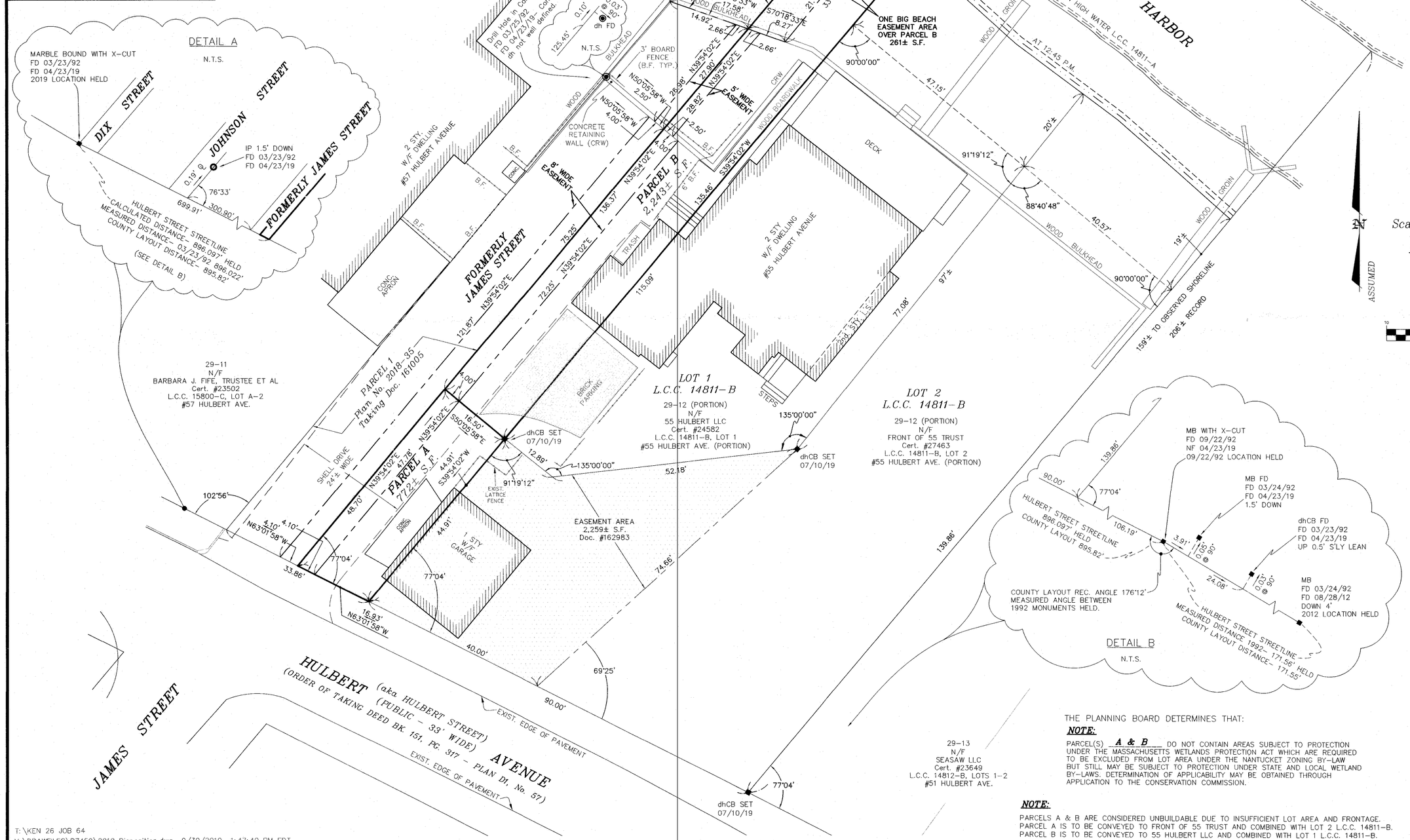
OWNER INFORMATION

TOWN OF NANTUCKET ORDER OF TAKING
Doc. #161005
Plan No. 2018-35, PARCEL 2
PORTION OF JAMES STREET

LEGEND

dhCB FD ■	DENOTES CONCRETE BOUND WITH DRILLHOLE FOUND
MB FD ■	DENOTES MARBLE BOUND FOUND
IP FD ○	DENOTES IRON PIPE FOUND
dh FD ◉	DENOTES DRILL HOLE FOUND

EASEMENT AREA
8' EASEMENT OVER PARCEL A: 193± S.F.
8' EASEMENT OVER PARCEL B: 289± S.F.
8' EASEMENT OVER PARCEL 1: 486± S.F.
5' EASEMENT OVER PARCEL B: 71± S.F.
5' EASEMENT OVER PARCEL 1: 68± S.F.



COMMONWEALTH OF MASSACHUSETTS
CHRISTOPHER J. ANDREWS
No. 54283
REGISTERED PROFESSIONAL LAND SURVEYOR
09/30/19

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.

PROFESSIONAL LAND SURVEYOR — DATE 09/30/19

NANTUCKET REGISTRY OF DEEDS
Date: October 25 2019
Time: 3:39 pm
Plan No.: 2019-53
Attest: Register
Sheet 1 of 1
RESERVED FOR REGISTRY USE

2019 00000053
Bk: Pg: 0 Page: 0
Doc: PLAN 10/25/2019 03:39 PM

BEING A DIVISION OF PARCEL 2
SHOWN ON Plan No. 2018-35
REFERENCE Doc. #161005

Disposition Plan of Land in Nantucket, Mass. Prepared for

55 HULBERT LLC

Scale: 1"= 10' September 30, 2019

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

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

Nantucket Select Board
Being a majority—

DATE SIGNED:

PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A DETERMINATION OF CONFORMANCE UNDER ZONING.

Nantucket Planning Board
APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

10-15-19 DATE SIGNED
8401 FILE #

THE PLANNING BOARD DETERMINES THAT:

NOTE:

PARCEL(S) **A & B** DO NOT CONTAIN AREAS 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 PROTECTION UNDER STATE AND LOCAL WETLAND BY-LAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.

NOTE:

PARCELS A & B ARE CONSIDERED UNBUILDABLE DUE TO INSUFFICIENT LOT AREA AND FRONTAGE.
PARCEL A IS TO BE CONVEYED TO FRONT OF 55 TRUST AND COMBINED WITH LOT 2 L.C.C. 14811-B.
PARCEL B IS TO BE CONVEYED TO 55 HULBERT LLC AND COMBINED WITH LOT 1 L.C.C. 14811-B.

T:\KEN 26 JOB 64
V:\DRAWFILES\B7459\2019 Disposition.dwg 9/30/2019 1:47:40 PM EDT

B7459

RUBIN and RUDMAN LLP
Attorneys at Law

53 STATE STREET | BOSTON, MA 02109 | P:617-330-7000
99 WILLOW STREET | YARMOUTHPORT, MA 02675 | P:508-362-6262

Roland Gray, III
Direct Dial: 617-330-7169
E-mail: rgray3@rubinrudman.com
Return Address: Boston

October 22, 2020

VIA E-MAIL: eantonietti@nantucket-ma.gov

Eleanor W. Antonietti
Planning & Land Use Services
2 Fairgrounds Road
Nantucket, MA 02554

RE: Objection to Taking of Laurel Street

Dear Ms. Antonietti:

I must ask again for a further postponement of the October 28, 2020 Select Board's consideration of eminent domain takings of Laurel Street in connection with 3 Gladlands Avenue.

I had previously sent a letter regarding this matter (copy enclosed), asking for time to work things out between the property owners of 3 Gladlands Avenue and the immediately abutting property at 5 Gladlands Avenue. As stated in my earlier letter, the Town's proposed agenda item is to take by eminent domain Laurel Street when that street is actively used for utility purposes for 5 Gladlands Avenue.

Talks continue with the new owners of 3 Gladlands, who have asked us to locate the underground utilities more specifically, which has resulted in us hiring a surveyor and others to locate the utilities, which have been in place for 40 years underground and not visible, and which we have so far confirmed do make use of Laurel Street. Locating the utilities is taking time in part because of the volume of real estate work on Nantucket causing those who we need to do this work are very busy, and in part because the utilities appear to be under a very dense area of vegetation.

We are amenable to accepting a utility easement for the utilities wherever located, which easement we are agreeable for the 3 Gladlands owners to relocate at their expense to suit their plans, and otherwise we do not object to the proposed taking. However, until that replacement utility easement is in place, the dwelling at 5 Gladlands is dependent upon its only existing utility connection for power, heat, water (electricity powers the water pump), telephone, cable, and internet. An eminent domain taking by the Town would greatly harm 5 Gladlands.

Respectfully submitted,

Roland Gray, III, Trustee of Said Property

Enclosures (as stated)

RUBIN and RUDMAN LLP
Attorneys at Law

53 STATE STREET I BOSTON, MA 02109 I P:617-330-7000
99 WILLOW STREET I YARMOUTHPORT, MA 02675 I P:508-362-6262

Roland Gray, III
Direct Dial: 617-330-7169
E-mail: rgray3@rubinrudman.com
Return Address: Boston

September 29, 2020

VIA EMAIL: eantonietti@nantucket-ma.gov

Eleanor W. Antonietti
Planning & Land Use Services
2 Fairgrounds Road
Nantucket, MA 02554

Re: Objection to Taking of Laurel Street.

Dear Ms. Antonietti:

This is to object on behalf of the owners of 5 Gladlands Avenue, immediately abutting the proposed takings, to the proposed taking of portions of Laurel Street, as shown on a plan entitled "Roadway Acquisition Plan @ #3 Gladlands Avenue, Nantucket MA dated September 10, 2020".

This objection is in reference to the Nantucket Select Board hearing on October 7, 2020.

The grounds for this objection are as follows: the dwelling at 5 Gladlands is located since the early 1980s to the west of Laurel Avenue (left side on the map), while the utility connections for 5 Gladlands connect to a utility box located on the east side of Laurel Street (right hand side of Laurel on the map), where that utility box is located a distance southerly (downwards on the map) down Laurel Street at the eastern side of 3 Gladlands Avenue, leading to the concern that Laurel Street would have been in active use as the location for the utility services for 5 Gladlands Avenue, including underground electric power (which provides power for domestic water, and heat), underground cable, underground internet, underground telephone utility services since the early 1980's. With the proposed eminent domain takings shown on the map potentially taking utility connections for 5 Gladlands Avenue, potentially the dwelling at 5 Gladlands Avenue could be significantly and unnecessarily harmed.

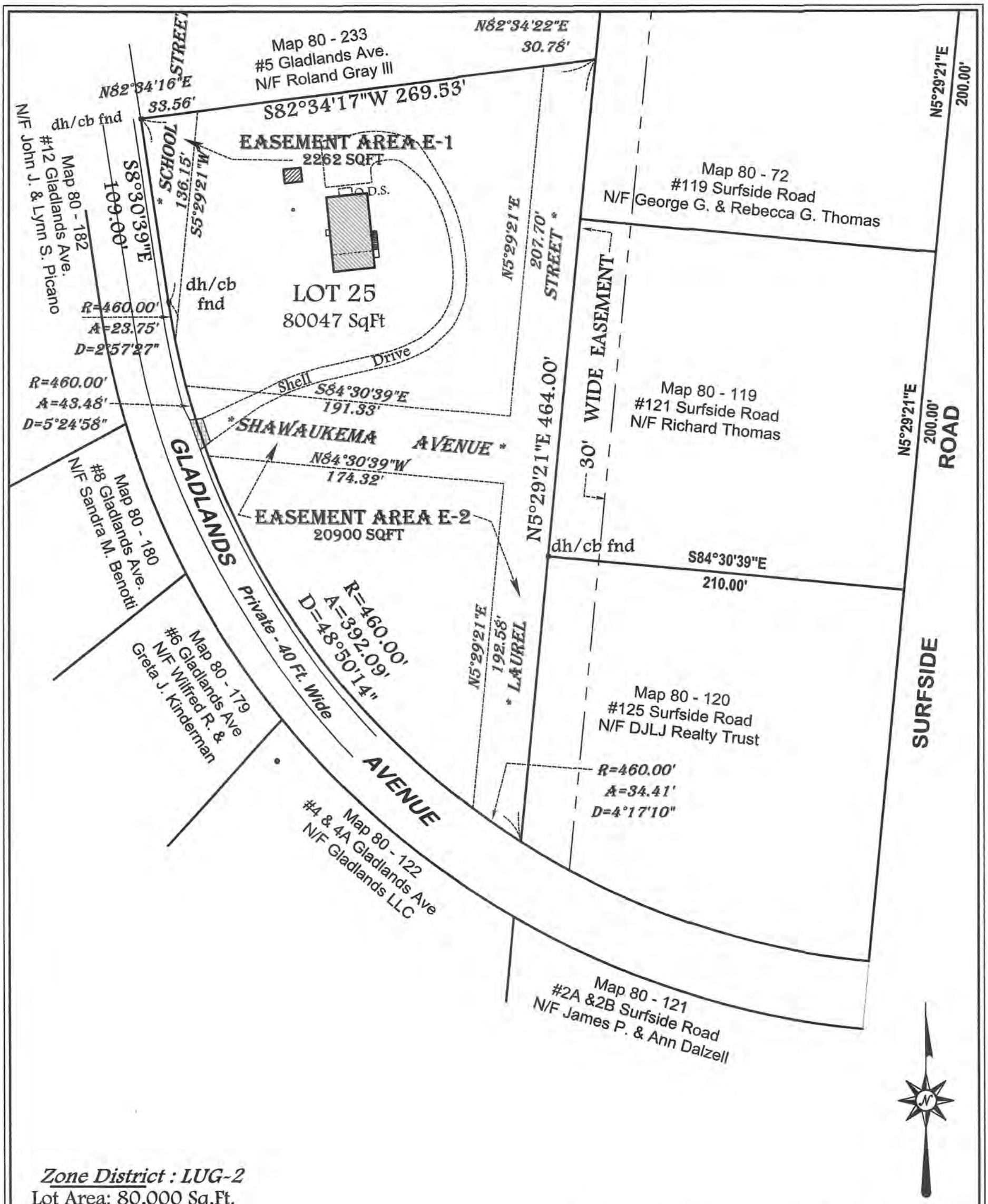
This is to respectfully request that this matter be postponed and put on hold for the time being so as to permit an opportunity for discussions between abutting properties regarding the

ways and means of providing for the protections of an utility easement if and when Laurel Street disappears, for the utilities servicing the dwelling at 5 Gladlands Avenue.

Respectfully submitted

Roland Gray III, Trustee of Said Property

RXG:axr



Zone District : LUG-2
Lot Area: 80,000 Sq.Ft.
Frontage: 150 Ft.
Front Setback: 35 Ft.
Side/Rear Setback: 15 Ft.
GCR: 4%

ROADWAY ACQUISITION PLAN
@
#3 GLADLANDS AVE, NANTUCKET, MA.
REFERENCE: 2012 ATM - ARTICLE 83 & 84

"NOTE REGARDING UNCONSTRUCTED STREETS"
"INDICATES WAYS WHICH DO NOT EXIST ON THE GROUND AND ARE NOT SHOWN ON PLAN FILE 11A BUT ARE SHOWN ON PLAN BOOK 2 PG.60.
EASEMENT AREAS # E-1 & E-2 DEFINE THE AREAS OF THE ABOVE REFERENCED UNCONSTRUCTED STREETS LYING WITHIN LOT 25.

Scale: 1in.=60 ft.

Sept. 10, 2020

Prepared for: Jill S. & Timothy P. Vieth

Assessors Map 80 - 234
Plan : Lot 25 on Plan File 11A
Deed : Bk.1763 Pg.161

0 60' 120'

Earle & Sullivan, Inc.
Professional Land Surveyors
6 Youngs Way Nantucket, Ma.02554
508-332-4808

ES-634

Traverse PC

Agenda Item Summary

Agenda Item #	X. 2.
Date	10/28/2020

Staff

Amy Baxter, Licensing Administrator

Subject

Liquor License Application – Change of Class from Seasonal to Annual – Nantucket Prime, 27 & 29 Broad Street

Executive Summary

Nantucket Prime, LLC dba Nantucket Prime, 27 & 29 Broad Street is applying for a Change of Class from a Seasonal operation to Annual.

A Seasonal Liquor License may operate from April 1 – January 15 or any portion thereof. An Annual License must operate consistently throughout the year and is renewed on an Annual basis in November. In accordance with Town of Nantucket Chapter 250, Rules and Regulations Governing Alcoholic Beverages, Any Annual License that wishes to close for more than 3 consecutive days must request approval for closure from Town Administration. Those that close for more than 60 days are charged a Seasonal Fee (This was suspended for the COVID-19 State of Emergency).

Staff Recommendation

There are no objections to this alteration. All necessary Building, Fire and Health permits and inspections required before License renewals in November/December annually.

As has always been the case, the Liquor Licenses of the Jared Coffin House and Nantucket Prime (The Tap Room) are separate and must operate as such. Per the original application in 2014, the two entities pledge to have separate designated storage areas, liquor delivery entrances and a separation of kitchen facilities. Any special events that wish to utilize the lobby of the Jared Coffin House and the Patio of The Tap Room cannot mix alcohol service between the two spaces. Either no alcohol is served or it is only served and consumed in one space – it cannot travel between licensed premises as they are separate licenses. Jared Coffin is a Seasonal License.

Other associated Licenses such as Common Victualler and Entertainment are already issued on an Annual basis and do not need any modification.

Background/Discussion

N/A

Impact: Environmental ☐ Fiscal ☐ Community☐ Other☐

N/A

Board/Commission Recommendation

N/A

Public Outreach

Inquirer and Mirror Public Notice 10/15 & 10/22; Abutter Notification

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

N/A

Attachments

ABCC Change of Class Application; Nantucket Tap Room Liquor License; Public Notice; Select Board Public Hearing Process

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LICENSING AUTHORITY CERTIFICATION

City /Town	ABCC License Number
Nantucket	00212-RS-0762

TRANSACTION TYPE (Please check all relevant transactions):
The license applicant petitions the Licensing Authorities to approve the following transactions:

- ☐ New License
- ☐ Transfer of License
- ☐ Change of Manager
- ☐ Change of Officers/ Directors/LLC Managers
- ☐ Change of Location
- ☐ Alteration of Licensed Premises
- ☐ Change Corporate Name
- ☐ Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)
- ☒ Change of Class (i.e. Annual / Seasonal)
- ☐ Change of License Type (i.e. club / restaurant)
- ☐ Change of Category (i.e. All Alcohol/Wine, Malt)
- ☐ Issuance/Transfer of Stock/New Stockholder
- ☐ Other
- ☐ Change Corporate Structure (i.e. Corp / LLC)
- ☐ Pledge of Collateral (i.e. License/Stock)
- ☐ Management/Operating Agreement
- ☐ Change of Hours
- ☐ Change of DBA

APPLICANT INFORMATION

Name of Licensee: Nantucket Prime, LLC
DBA: Nantucket Tap Room
Street Address: 29 Broad Street
Manager: Matthew Sullivan

Type (i.e. restaurant, package store)	Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)
§12 Restaurant	Annual	All Alcoholic Beverages

Granted under Special Legislation? Yes ☐ No ☒
If Yes, Chapter
of the Acts of (year)

DESCRIPTION OF PREMISES Complete description of the licensed premises

Lower level dining room and bar area (former Tap Room). Outdoor patio for dining and bar, first floor kitchen and storage.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date 10/09/2020 Time
Advertised Yes ☒ No ☐ Date Published 10/15/20, 10/22/20 Publication Inquirer & Mirror
Abutters Notified: Yes ☒ No ☐ Date of Notice

Date APPROVED by LLA 10/28/2020 **Decision of the LLA** **Approves this Application**

Additional remarks or conditions (E.g. Days and hours): Change from Seasonal to Annual

For Transfers ONLY:
Seller License Number:
Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

PUBLIC NOTICE

Please be advised that the Select Board will hold a public hearing on Wednesday, October 28, 2020 at 5:00 PM to hear the application for a Change of Class from Seasonal Restaurant All Alcohol Liquor License to Annual Restaurant All Alcohol Liquor License for Nantucket Prime, dba Nantucket Tap Room, located at 27 and 29 Broad Street, Nantucket, MA 02554, Matthew Sullivan, Manager. Information on viewing the meeting can be found at https://www.nantucket-ma.gov/138/Boards-Commissions/Committees. Questions and comments may be sent to licensing@police.nantucket-ma.gov.

K27 SELECT BOARD

Board of Selectmen Liquor License Public Hearing Process

……..

Liquor License Public Hearing Process

1. The chairman opens the public hearing and may outline the procedure to be followed.

2. The applicant reviews their pending application.

3. Public comment is taken.
   - If applicable, read into record any written objections received from school, church or hospital located within 500 feet.

4. The chairman invites questions from the Board and closes the public hearing.

5. The Board makes a decision to approve or deny.

6. Pursuant to MGL c. 138, §23 and Ballarin v. Licensing Board of Boston, denials must be based on reasonable grounds; ABCC and courts prefer findings based on:
   -- the appropriateness of a liquor license at a particular location
   -- the number of existing dispensaries in Town
   -- the views of the inhabitants of the locality in which a license is sought
   -- traffic, noise, size (typically applies to a new location)
   -- the sort of operation that carries the license
   -- the reputation of the applicant

7. A written decision is required to be sent to the applicant. No need for reasons if the application if simply approved, but if there is a denial or conditions are imposed, the reasoning for this is required to be in the decision. Therefore, the Board should vote on basis for denial or conditions as well [concerns with traffic, another licensee located adjacent to property, limiting hours, etc.].

LICENSE #: **00212-RS-0762**

LICENSE FEE: **$3,900.00**

THE LICENSING BOARD *for the* TOWN OF NANTUCKET, MASSACHUSETTS

HEREBY GRANTS AN

SEASONAL RETAIL RESTAURANT LICENSE

TO EXPOSE, KEEP FOR SALE, AND TO SELL

ALL ALCOHOLIC BEVERAGES

TO BE CONSUMED ON THE PREMISES

BUSINESS: **Nantucket Prime, LLC**
DBA: **NANTUCKET TAP ROOM**
PREMISES: **29 Broad Street**
Nantucket, MA 02554
MANAGER: **Matthew Sullivan**

LICENSED PREMISES DESCRIBED AS:
Lower Level Dining Room, Bar Area and Outdoor Patios, including Outdoor Bar.

ELECTRONIC COPY 2020

The hours during which alcoholic beverages may be sold: In accordance with MGL Chapter 138 and amendments thereto with the local provision that patrons shall not be served alcoholic beverages before 8:00AM Monday through Saturday and 11:00AM on Sunday. **No alcohol service is permitted after 1:00AM** and patrons must be off the license premises and said **premises must be closed by 1:30AM**. Any restrictions apply as are on file with the local licensing authority. In accordance with Article 40 ATM 2001, Chapter 86.1 Board of Health Regulations Prohibit Smoking in Certain Places within the Town of Nantucket.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the Massachusetts General Laws, as amended and any rules or regulations made thereunder by the licensing authorities, including, but not limited to Chapter 250 of the Town of Nantucket Rules and Regulations Governing Alcoholic Beverages.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this 11th day of March 2020.

Dawn Hill Holdgate
Chair, Select Board

THIS LICENSE IS VALID BEGINNING APRIL 1, 2020

ELECTRONIC COPY VALID FOR DURATION OF MASSACHUSETTS STATE OF EMERGENCY IN RESPONSE TO COVID-19. ALL EMERGENCY ORDERS ISSUED BY THE COMMONWEALTH OF MASSACHUSETTS, ABCC AND TOWN OF NANTUCKET APPLY. ORIGINAL LICENSE WIL BE ISSUED UPON LIFTING OF EMERGENCY ORDERS.

READE, GULLICKSEN, HANLEY & GIFFORD, LLP
SIX YOUNG'S WAY
NANTUCKET, MASSACHUSETTS 02554
(508) 228-3128
FAX: (508) 228-5630

ARTHUR I. READE, JR., P.C.
KENNETH A. GULLICKSEN
MARIANNE HANLEY
WHITNEY A. GIFFORD

MAILING ADDRESS
POST OFFICE BOX 2609
NANTUCKET, MASS. 02584

October 2, 2020

BY HAND

Nantucket Select Board
c/o Amy Baxter, Licensing Administrator
4 Fairgrounds Road
Nantucket, MA 02554

Re: Nantucket Prime, LLC
Liquor License
27-29 Broad Street

Dear Ms. Baxter:

Enclosed please find an application for change of class from seasonal to annual license. Let me know if you need anything else, and forward me the notice so that I can get the mailing out to the abutters.

Thank you for your attention to this matter.

Sincerely,

Marianne Hanley

KAG/
Enclosures
cc: Matthew Sullivan

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

APPLICATION FOR AMENDMENT-Change of License Classification

☐ **Change of Category**
(e.g. All Alcohol, Wines and Malt)

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Category Application
- Vote of the Entity
- Abutter's Notification*
- Advertisement*
- Payment Receipt

☒ **Change of Class**
(e.g. Seasonal /Annual)

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Classification Application
- Vote of the Entity
- Abutter's Notification*
- Advertisement*
- Payment Receipt

☐ **Change of License Type**
(§12 ONLY, e.g. general on premises, tavern, inn, restaurant)

- Change of License Type Application
- Vote of the Entity
- Advertisement*
- Payment Receipt

**If abutter notification and advertisement are required for transaction, please see the local licensing authority.*

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Nantucket Prime LLC	Nantucket	0012-RS-0762

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

Changing from seasonal to annual licesne

APPLICATION CONTACT
The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Matthew Sullivan	Owner-manager	MattSullivan9@gmail.com	617-8994530

2. LICENSE CLASSIFICATION INFORMATION

2a. Change of License Category All Alcohol, Wine and Malt, Wine Malt and Cordials	Last-Approved License Category	
	Requested New License Category	
2b. Change of License Class Seasonal or Annual	Last-Approved License Class	Seasonal
	Requested New License Class	Annual
2c. Change of License Type* E.g. Restaurant to Club *Certain License Types CANNOT change once issued*	Last-Approved License Type	
	Requested New License Type	

APPLICANT'S STATEMENT

I, Matthew Sullivan the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager

Authorized Signatory

of Nantucket Prime LLC

Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

(1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

(2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;

(3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

(4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

(5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

(6) I understand that all statements and representations made become conditions of the license;

(7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

(8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

(9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

(10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: [signature] Date: 09/22/2020

Title: Manager

CORPORATE VOTE

The Board of Directors or LLC Managers of Nantucket Prime LLC
Entity Name

duly voted to apply to the Licensing Authority of Nantucket and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on Sep 22, 2020
Date of Meeting

For the following transactions (Check all that apply):

- [x] Change of Class (i.e. Annual / Seasonal)
- [ ] Change of License Type (i.e. club / restaurant)
- [ ] Change of Category (i.e. All Alcohol/Wine, Malt)
- [ ] Other

"VOTED: To authorize Matthew Sullivan
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

A true copy attest,

Corporate Officer /LLC Manager Signature

Matthew D Sullivan
(Print Name)

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature

(Print Name)

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR

266227169

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Nantucket Prime LLC
29 BROAD STREET
NANTUCKET, MA 02554

EAN: 22006576
September 23, 2020

Certificate Id:41228

The Department of Unemployment Assistance certifies that as of 9/23/2020 ,Nantucket Prime LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance

CHARLES F. HURLEY BUILDING • 19 STANIFORD STREET • BOSTON, MA 02114
www.mass.gov/uimass

Agenda Item Summary

Agenda Item #	XI. 1.
Date	10-28-2020

Staff

Assistant Town Manager; Manager of Strategic Projects

Subject

PFAS Risk Assessment Contract Update

Executive Summary

On July 22, 2020 the Town engaged in a contract with CDM Smith, Inc. to perform an initial risk assessment of potential sources contributing to Per-and polyfluoroalkyl substances (PFAS) contamination across the island. This study compliments an on-going and much larger project at the Nantucket Memorial Airport being conducted under a Notice of Response Action (NORA) from the Massachusetts Department of Environmental Protection (DEP) issued on December 6, 2019. The Town's current assessment is not under a DEP directive.

Staff Recommendation

N/A

Background/Discussion

PFAS is a class of man-made chemicals which are used in firefighting foam and numerous everyday products, including nonstick cookware, grease-proof food packaging, personal care products, stain- and water-resistant clothing, carpets, and furniture. For decades, these carbon-fluoride compounds were widely used for their water and oil repellent qualities and are resistant to breakdown. Some PFAS has been found to accumulate in the human body and the food chain. The presence of PFAS in the environment (groundwater, surface water, soil, air, and food) is still poorly understood due to very limited testing.

The Nantucket Memorial Airport has been identified as Disposal Site with a Release Tracking Number (RTN). As such, the Airport project follows an Immediate Response Action (IRA) Plan under the direction of a Licensed Site Professional (LSP) and consultant Weston Solutions. The IRA establishes requirements for testing and monitoring, and specific actions when certain conditions are met.

CDM Smith, Inc. is providing an initial risk assessment based on the statement of work issued in the attached contract. This initial assessment is intended to focus on PFAS concerns related to municipal properties including the landfill, Wannacomet Water, Surfside Wastewater Treatment Facility and the Siasconset Wastewater Treatment Facility. This assessment builds off data and information currently available; there is no sampling or laboratory testing in this initial project.

The Town's initial PFAS assessment report is not yet completed by CDM Smith, Inc., and will be publicly available in approximately one month. Concurrently, the Town is seeking to engage CDM Smith, Inc., to lead a science-based public outreach and communications plan regarding the Town's PFAS-related efforts including testing results, mitigation initiatives if necessary, public education materials and sessions, and easy-to-understand explanations of the technical processes and results.

Impact: Environmental [x]	Fiscal [x]	Community [x]	Other [x]

This risk assessment is will help the Town to better understand and plan for potential sources of PFAS related contamination and future testing requirements.

Board/Commission Recommendation

N/A

Public Outreach

N/A for this review, however a separate contract for an on-going public outreach communications plan developed by CDM Smith as part of this risk evaluation will be considered at a future Select Board meeting.

Attachments

CDM Smith Scope of Services

EXHIBIT A

1. Description of Services: The Scope of Services outlined below shall be conducted in accordance with "Attachment A - Proposed Scope of Work, Project Team, Schedule and Fee Estimate" of the CDM Smith Inc. proposal dated July 21, 2020 to the Town of Nantucket (attached)

PHASE 1 –PFAS Risk Evaluation

1) **Task 1:** Provide information materials to serve as an introduction to PFAS.
   a. Background information on Legacy and short-chain PFAS compounds
   b. Regulatory Review focusing on Federal and MassDEP guidance and limits in:
      - Drinking Water
      - Groundwater
      - Wastewater discharge
      - Wastewater biosolids

2) **Task 2:** Identify locations of possible wells at risk (public and private) from potential PFAS pollution sources.
   a. Utilizing available data provided, map locations and describe potential PFAS risks associated with:
      - Airport (Risk assessment and strategy implementation currently underway under separate contact)
      - Landfill (Leachate, unlined leaching to GW)
      - WWTP liquids disposal
      - WWTP biosolids disposal

3) **Task 3:** Monitoring Assistance.
   a. Review PFAS monitoring data collected to date
   b. Provide recommendations for initial sampling, focusing on:
      - Immediate drinking water system sampling (sampling by Town staff or others)
      - Prioritizing sampling of wells in the vicinity of potential sources identified in Task 2

4) **Task 4:** Meetings and Letter Report
   a. Kickoff meeting
      - Introduce staff, develop lines of communication, initial data request
      - Review project objectives and ensure they satisfy Island's needs
      - Discuss immediate sampling suggestions

b. Two Interim review meetings (within 2 weeks after preliminary data received by Firm)
   - Meeting 1
     - Provide update of initial data review
     - Provide suggestions for follow-up/continued monitoring
   - Meeting 2
     - Community engagement strategy meeting
c. Draft Letter Report summarizing the results of the evaluation
d. Letter report review meeting:
   i. summarize findings and discuss comments
   ii. Determine objectives and scope of Phase 2 Activities (if needed)
e. Incorporate comments into final letter report

5) **Task 5:** Public Communications Assistance
   a. Content and/or graphics support for public information releases (ie content for website release – see attached for examples of support)
   b. Public meetings support / community outreach

6) **Task 6:** Project Management

2. Payment terms: CONTRACTOR shall invoice monthly based on work completed. Invoicing to be by Cost-Plus method as described in CONTRACTOR's proposal (see Attachment A).

3. Insurance Required (if any):

(a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.

(b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than $1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.

(c) Automobile Liability Insurance of not less than $1 million combined single limit covering owned, hired and non-hired vehicle use.

(d) Errors and Omissions Insurance of not less than $1 million per claim.

(e) Such additional insurance as may be required to be carried by the CONTRACTOR by law.

Airport PFAS Update

Activity Update

- Access Agreements:

  77 sent, 68 executed
- Sampling:
  - 134 total samples collected across Airport & private wells
  - 68 private wells sampled
    - 22 No Detect
    - 24 > ND but <20 PPT
    - 14 ≥ 20 PPT but <200 PPT
    - 8 ≥ 200 PPT (MVR area)
- Bottled Water: 42 residents
- POETS Installed: 12

Planning Update

- Water Main Extension:
  - Design contract apv. 9/8/20
  - 3-6 month design & permitting effort (FAA, ROW & rare species)
  - Intramunicipal Agreement
- Airport EE Subcom Mtg:
  10/29/20 11am
- Airport Commission Mtg:
  11/10/20 5pm
- PFAS Forum #2:
  11/20/20 5pm

PFAS

https://nantucket-ma.gov/1574/PFAS

Wannacomet Water Company: The Wannacomet Water Company reports as of October 27, 2020:

- On September 1, 2020 Wannacomet sampled all 5 wells for PFAS Compounds. Three wells had no PFAS Compounds detected.
- One PFAS Compound was detected in two of the wells at levels lower than the MADEP Drinking Water Standards
- It is suspected that the low level of PFAS detected in Well 13 and Well 15 in the September 1, 2020 samples was from pipe dope and Teflon tape used on the plumbing fittings on the sample tap.
- No Safe Drinking Water Standards were exceeded and Wannacomet will collect confirmatory PFAS Compound samples from those two wells in late September 2020. Results of the confirmatory samples will be posted.
- On September 22 WWCO made a new sample tap in the well 13 pump station. No pipe dope or Teflon tape was used.
- On September 23 WWCO collected confirmatory samples from well 13 and well 15. Confirmatory results show that No PFAS was detected in well 13 and PFAS was detected below the MADEP standard in well 15. WWCO plans on making a new sample tap on well 15 without using pipe dope and Teflon tape and sample again.
- Testing results are as follows:

Date	Location	PFAS(ppt)
9/1/20	Well 13	7.48
9/23/20	Well 13	Non-Detected from new sample tap
9/1/20	Well 15	2.54
9/23/20	Well 15	2.41

New sample taps will be installed and more sample will be collected.

- The MassDEP has not required that PFAS sampling be completed by any public water supplies yet. Wannacomet expects the MassDEP will be coming out with that soon and will be adding PFAS to its sampling schedule. Currently, Wannacomet goes above and beyond and collects more samples than are required by MassDEP.
- Wannacomet is required by law and MassDEP to collect samples as outlined in our MassDEP Sampling Schedule.

- The sampling schedule is based on quarterly sampling of hundreds of constituents including, heavy metals, VOC's, SOC's, inorganics, radon and others.
- Members of our staff including the Director have taken sampling procedure classes offered by New England Water Work and have completed on-line training for PFAS sampling.
- Wannacomet's sampling budget is 65K to 75K a year.

Townwide PFAS Risk Assessment
Town of Nantucket, MA

Update to the Select Board

Andrew Miller, P.E.

October 28, 2020

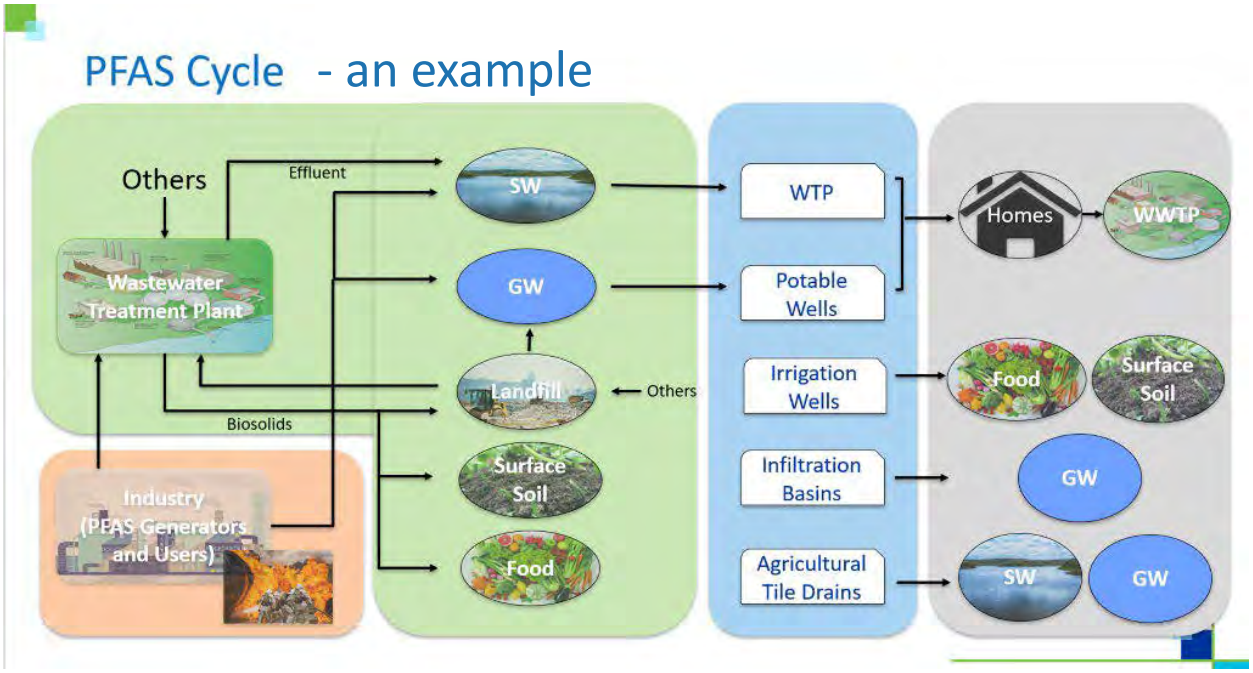
CDM Smith

Project Objectives

- Develop a unified PFAS management plan for the Town focused on protecting the groundwater resources of Nantucket, which provide drinking water to residents, visitors, and businesses
- Create a public outreach plan to inform residents and ensure consistent communication
- *Long-Term Goal:* Develop and implement a PFAS source control and reduction plan to reduce risks associated with PFAS releases into the environment

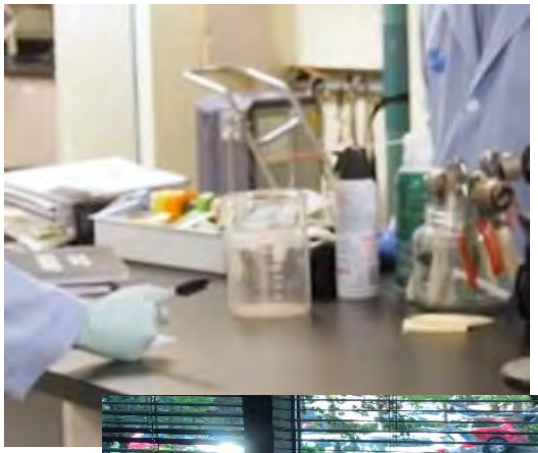
Project Approach Unique for Nantucket

- *Task 1: Descriptive Overview of PFAS* – What are PFAS?, Regulatory Overview and Current Standards
- *Task 2: Identification of Sources and Receptors for Qualitative Risk Evaluation* – Obtain an understanding of the PFAS Cycle in Nantucket



Project Approach Unique for Nantucket (cont'd)

- *Task 3: Water Quality Review/Assessment* – Obtain and review existing laboratory data for drinking water, and other media as available
- *Task 4: Report of Findings and Recommendations* – Prioritized list of recommended follow-on activities to reduce risks of PFAS to human health and the environment

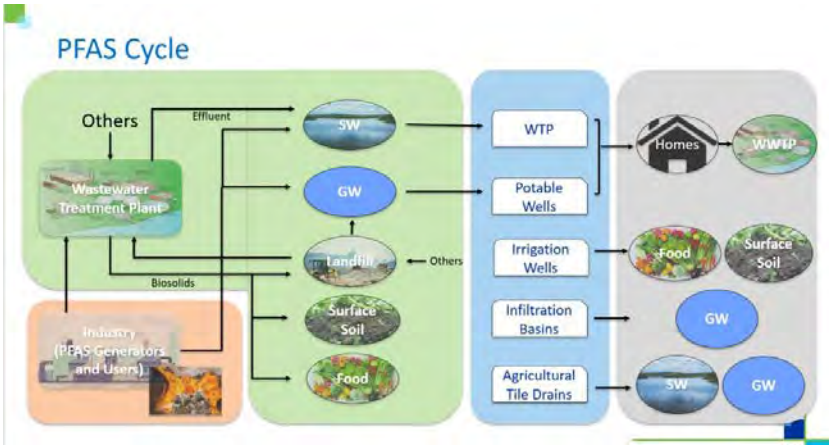


Wellhead Protection Zone II Delineations

Source: https://docs.digital.mass.gov/dataset/massgis-data-massdep-wellhead-protection-areas-zone-ii-zone-i-iwpa

Accomplishments to Date

- Conducted interviews & data gathering from Town personnel regarding presence/occurrence of PFAS - *municipal water, wastewater, landfill, airport, fire department*
- Obtained understanding of groundwater protection areas, wastewater discharge / residuals management, landfill compost operations, airport AFFF contamination
- Working to delineate sources and receptors to establish PFAS Cycle specific to Nantucket
- Prioritized components of a Public Outreach Plan which will proceed into development



- Developing recommendations for next steps
- Draft Report expected: November 18th

PFAS Expenditure Update.
Select Board Meeting
10.28.2020

Finance Department

Brian E. Turbitt, Finance Director

Town of Nantucket
PFAS Review

Town		
Appropriated	-	
Expended	-	
Encumbered	$ 183,000.00	(a)
Borrowed	-	
Nantucket Memorial Airport		
Appropriated	$ 500,000.00	
Expended	$ 165,628.59	
Encumbered	$ 1,341,756.00	(b)
Borrowed	-	(c)
Wannacomet Water		
Appropriated	-	
Expended	$ 2,095.78	
Encumbered	-	
Borrowed	-	

Town of Nantucket
PFAS Review

- (a) Expenditures for the towns PFAS efforts have been encumbered through the town admin professional services budget. Town administration will be putting forth a borrowing article at the 2021 Annual Town Meeting in April to pay for the current costs, and an estimate of the future costs after the town-wide risk assessment is done.
- (b) The airport has contracts with McFarland Johnson to provide PFAS oversight, and to work in coordination with the LSP, Weston Solutions. They have also engaged McFarland Johnson to do the design work for new water service in the impacted areas.
- (c) The Nantucket Memorial Airport received approval from the Department of Revenue under MGL Chapter 44, section 31 to deficit spend in the amount of $3,500,000. The Nantucket Memorial Airport will be putting forth a borrowing article for the 2021 Annual Town Meeting to cover costs incurred to date, including the Licensed Site Professional (LSP), design and construction of the new water service, and the POET treatment systems that have been installed to date.

Brian E. Turbitt, Finance Director
bturbitt@nantucket-ma.gov

Agenda Item Summary

Agenda Item #	XI. 2.
Date	10/28/2020

Staff

Erika Mooney, Operations Administrator

Subject

Traffic Safety Work Group Recommendations

Executive Summary

Traffic Safety Work Group reviewed requests for no parking and recommends the following:

1. No parking along Joy Street – no parking on the east side of Joy Street from Prospect Street for the first 70'; and no parking along the west side of Joy street from Prospect Street to intersection of Mount Vernon Street.
2. No parking on both sides of Washington Ave, Madaket, from D street to intersection at Madaket Road.

Staff Recommendation

Recommend approval

Background/Discussion

n/a

Impact: Environmental ☐ Fiscal ☐ Community☒ Other☐

On-street parking will be displaced.

Board/Commission Recommendation

Traffic Safety Work Group recommends

Public Outreach

N/A

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

N/A

Attachments

Sketches for recommendations

Search
Selection
MT VERNON ST
PROSPECT ST
PROSPECT ST
JOY ST
JOY ST
NEW MILL ST
HUMMOCK POND RD
55.4.4 37
1
56 321.1
8
55.4.4 38
3
55.4.4 39
5
55.4.4 40
7
55.4.4 41
9
55.4.4 42
11
55.4.4 42.1
1
55.4.4 7
10
55.4.4 43
12
55.4.4 10
10
55.4.4 10.1
10R
55.4.4 35
12
55.4.4 68
3
55.4.4 34
14
55.4.4 68.1
5
55.4.4 33
16
55.4.4 32.2
7
55.4.4 32.1
18
55.4.4 88
17
55.4.4 69
4
55.4.4 87
11
55.4.4 87.1
15
55.4.4 86
6
55.4.4 65.1
1
55.4.4 65
3
No Parking Either Side
First 70'+/-
No
Parking
This
Side
Parking
Allowed
This Side
Map data ©2020
50 ft

Search
Selection
56 321
55.4.4 37
56 321.1
55.4.4 38
55.4.4 39
55.4.4 40
55.4.4 41
55.4.4 42
55.4.4 42.1
55.4.4 10
55.4.4 10.1
55.4.4 35
55.4.4 68
55.4.4 34
55.4.4 68.1
55.4.4 33
55.4.4 32.2
55.4.4 32.1
55.4.4 7
55.4.4 43
55.4.4 88
55.4.4 87
55.4.4 69
55.4.4 87.1
55.4.4 86
55.4.4 65.1
55.4.4 65
Map data ©2020
50 ft

BALTIMORE ST
60.2.4 84
2
60.2.4 75
12
TENNESSEE AV
60.2.1 22
6
60.2.1 25
5
Quampache Bottom
60.2.1 41
11
WASHINGTON AV
60.2.1 40
9
60.2.4 83
1
60.2.1 24
12
60.2.4 78
3
60.2.4 70
4
60.2.4 64.1
3
60.2.1 36
7
60.2.1 38
317
60.2.1 23
10
60.2.4 79
1
60.2.4 65
4
60.2.1 35
321
60.2.4 66
6 A
60.2.4 66.1
6
60.2.1 29
3
60.2.1 64
316
60.2.4 81
1
60.2.1 63
318
No Parking
Either Side
60.2.1 62
5
60.2.4 82
324
60 104
326
60 106
MADAKET RD
MACY RD
POPS LN
AST
CST
DST
41.271366,-70.201368
Map data ©2020
50 ft
Terms of Use
Report a map error

60.2.4 84
60.2.1 25
60.2.1 41
60.2.4 75
60.2.1 22
60.2.1 40
60.2.4 83
60.2.1 24
60.2.4 78
60.2.4 70
60.2.1 36
2.4 64.1
60.2.1 23
60.2.1 38
60.2.4 65
60.2.4 79
60.2.1 35
60.2.4 66
60.2.4 66.1
60.2.1 29
60.2.1 64
60.2.4 81
60.2.1 63
60.2.1 62
60.2.4 82
60 104
41.272405,-70.20099
Map data ©2020
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Terms of Use
Report a map error

Agenda Item Summary

Agenda Item #	XI. 3.
Date	10-28-2020

Staff

Rob McNeil, DPW Director

Subject

Take-It-Or-Leave-It (TIOLI)

Executive Summary

COVID has CLOSED swap shops across Cape Cod and the Islands including TIOLI. This plan discusses a way to divert materials from a landfill safely as well as provide plans for a reimagined TIOLI when it reopens following this current global pandemic.

Staff Recommendation

DPW Director recommends hosting monthly textile collection events at the TIOLI as soon as a hauling contract to Salvation Army (Brockton) can be established.

Background/Discussion

COVID has CLOSED swap shops across Cape Cod and the Islands including TIOLI. This plan;/a discusses a way to divert materials from a landfill safely as well as provide plans for a reimagined TIOLI when it reopens following this current global pandemic. Without a current safe outlet for reuse, textiles are disposed of in the NRNC Waste Stream which ends up getting landfilled off island. This short-term solution seeks to divert this reusable resource to our partners at Salvation Army in Brockton; a relationship that we developed just prior to the emergence of the Covid-19 global pandemic. Conservative estimates show a savings in disposal costs of $57K annually.

Impact: Environmental ☒ Fiscal ☒ Community☐ Other☐

Conservative estimates show a savings in disposal costs of $57K annually (see attached).

Board/Commission Recommendation

N/A

Public Outreach

Proposed Ad (see attached)

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

Data-driven and cost-saving decisions to divert reusable materials from a landfill and a reimagined TIOLI contributes to Islanders Quality of Life.

Attachments

PowerPoint – TIOLI Reimagined

Spreadsheet – Savings Calculator

Proposed Print Ad – Textile Collection Events

Take-It-or-Leave-It (TIOLI)

Department of Public Works

Rob McNeil, Director

October 28, 2020

Outline

- COVID responses
  - Municipal swap shops on Cape Cod
  - Nantucket secondhand shops
- Plans and needs to reopen the TIOLI
- Capital projects for TIOLI improvements
- Reuse and recycling program for TIOLI surplus
- Textile Collection Events
- Next steps

- What are the other options for my unwanted stuff?

COVID Responses
Municipal Swap Shops- Cape Cod

- Barnstable: CLOSED due to COVID
- Bourne: CLOSED due to COVID
- Brewster: CLOSED due to COVID
- Dennis: CLOSED due to COVID
- Eastham: CLOSED due to COVID
- Falmouth: CLOSED due to COVID
- Harwich: CLOSED due to COVID
- Orleans: CLOSED due to COVID
- Truro: CLOSED due to COVID

COVID Responses
Nantucket Secondhand Shops

- Items sit for 2-7 days (depending on shop) before processed by staff for resale
- Occupancy in all stores is reduced
- Thrift shops have dramatically reduced collections of donations (time and quantity)
- One store purchased a UV wand but found it unreasonable to use

Information from phone conversations in mid-September with managers/owners of the Consignment Shop (Old South Road), Hospital Thrift Shop, Island Treasures, and Seconds Shop.

Short-term needs to reopen TIOLI

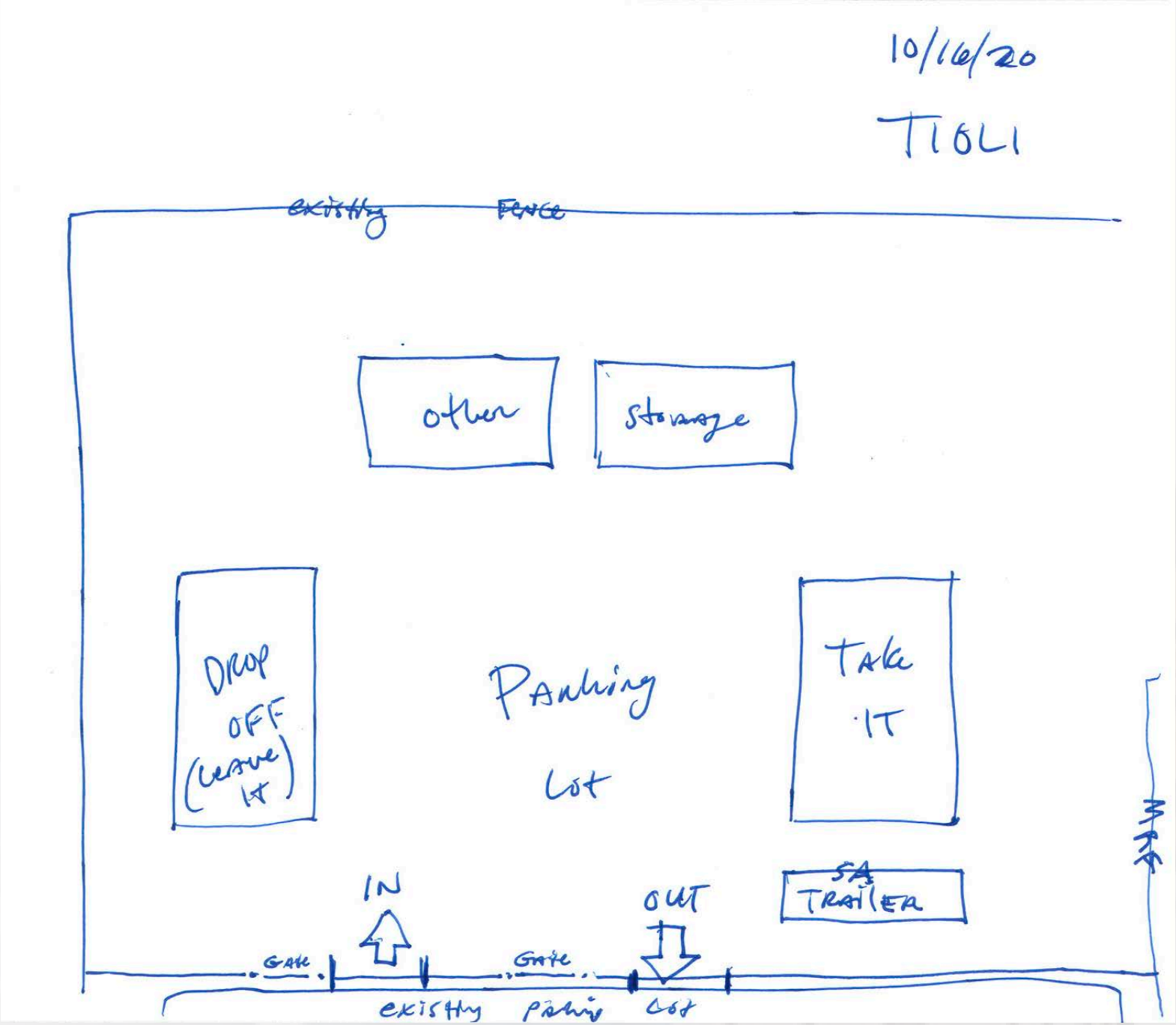
- 3 new full-time hires (no TIOLI attendant positions are currently funded)
- Leave It: specific limited hours, limited occupancy, limited quantities, quarantine period before opens for Take It activities
- Take It: specific limited hours, limited occupancy, enforcement of 30-minute shopping period
- Consultation with Health Department regarding reopening, occupancy, and quarantine period
- Support from Police Department for responding to belligerent patrons
- Window and garage door replacement in current TIOLI building

Long-term needs (prioritized Capital items)

- One-way through road (WB-50 tractor trailer design template) and parking lot separate for TIOLI
- Separate (Leave It) receiving building to accept/refuse items
  - With pre-sorting and sufficient TIOLI staff actively monitoring and maintaining the TIOLI, fewer cleanouts would be necessary.

- Larger (Take It) building to accommodate more items 'indoors'
- Other storage building (mattress recycling, holiday light recycling, boat shrink wrap recycling, etc.)
- Trailer staging area for TIOLI surplus reuse program
- Higher fence around the TIOLI to prevent unauthorized access and Leave It activities

Longer-term site changes



Reuse and Recycling of TIOLI Surplus Off-Island

Weekly cleanouts of the TIOLI = average 3.33 tons of Construction & Demolition (C&D) Debris per week (calendar year 2019 weekly average)

- This disposal as C&D costs approximately $70K annually, including hauling and tip fees.

Additionally, the Town currently pays approximately $35K annually to recycle Cathode-Ray Tube devices (CRTs) and other electronic devices (calendar year 2018-2019 average)

Our plan is to contract with a hauler to transport reusable TIOLI surplus and CRTs to Salvation Army in Brockton, MA for disposal through their reuse and recycle markets.

- This operational change is expected to save the SWEF approximately $57K annually.

Costs of TIOLI Surplus Disposal

	Annual tonnage	Disposal cost per ton (including hauling and tip fees)	Disposal costs per year (including hauling and tip fees)
Costs of current practice			
TIOLI to C&D (current practice)	173.16	$404.62	$70,064.00
CRT recycling with current vendor (A&P Enterprises- Berkley)	39.00	$900.00	$35,100.00
TOTAL for current practice			**$105,164.00**
Costs of reuse program with Salvation Army- shipping reusable TIOLI items, all textiles, and all CRTs to Salvation Army (conservatively assuming half of TIOLI load is divertible)			
TIOLI to Salvation Army (divertible for reuse or textile recycling)	86.58	$150.15	$13,000.00
TIOLI to C&D (items not suitable for reuse)	86.58	$404.62	$35,032.00
CRT recycling through Salvation Army	39.00	$0.00	$0.00
TOTAL for surplus reuse program			**$48,032.00**
NET SAVINGS of reuse program with Salvation Army			**$57,132.00**

Textile Collection Events until TIOLI can reopen

Second Sunday each month at the TIOLI (8 AM-NOON)

- DPW collects bags of clean, washed textiles to be shipped directly to Salvation Army
- Event enables textiles to be reused or recycled until the TIOLI can safely reopen

Needs: Contract with a trucking company to take materials to Salvation Army

Next steps

- TIOLI to remain closed for now during the COVID-19 pandemic
- Hauling services to be procured for transporting textiles, CRTs, and later TIOLI surplus to Salvation Army for reuse and recycling
- Capital planning for TIOLI improvements
- Staffing needs to be addressed for TIOLI to reopen

What can I do with my reusable stuff?

Check the Waste Items A-Z List:
https://www.nantucket-ma.gov/DocumentCenter/View/27163/Waste-Items-A-to-Z

Call local Thrift and Consignment Stores to see if they are interested or have a yard sale

Post on a local online site:

- Buy Nothing Nantucket on Facebook
- Cape Cod and Islands Craigslist
- Nantucket Consignments on Facebook
- Nantucket Consignments 2 on Facebook
- Nantucket Mansignments on Facebook
- Nantucket Reuse Exchange: http://reusexchange.com/

Try a Buy Nothing Challenge!

TOWN OF NANTUCKET, MASS
INCORPORATED 1671

TIOLI REUSABLE ITEMS	Tip fee/Ton	Hauling Cost (/ton : total)	Total Cost/Ton	Total Cost for load (6.66 tons (average TIOLI cleanout: 3.33 tons/week in 2019))	
C&D	$ 210.63	$ 193.99	$ 404.62	$ 2,694.77	
Salvation Army	REUSE	$ 1,000.00	$ 150.15	$ 1,000.00	* cost quoted by 1 company; RFB process may find better pricing

	Ton/yr (average of 2018-2019)	Total Cost/Ton (FY2020 average)	Annual cost
CRTs	39	$ 900.00	$ 35,100.00

	Per week (tons)	Per year (tons)	Disposal costs per year (including hauling and tip fees)
Costs of current practice			
TIOLI to C&D (current practice)	3.33	173.16	$ 70,064.00
CRT recycling with current vendor (A&P Enterprises-Berkley)	N/A	39.00	$ 35,100.00
			$ 105,164.00
Costs of reuse program with Salvation Army- shipping reusable TIOLI items, all textiles, and all CRTs to Salvation Army (conservatively assuming half of TIOLI load is divertible)			
TIOLI to Salvation Army (divertible for reuse or textile recycling)	1.665	86.58	$ 13,000.00
TIOLI to C&D (items not suitable for reuse)	1.665	86.58	$ 35,032.00
CRT recycling through Salvation Army	N/A	39.00	$ -
			$ 48,032.00
NET SAVINGS of reuse program with Salvation Army			**$ 57,132.00**

	Annual tonnage	Disposal cost per ton (including hauling and tip fees)	Disposal costs per year (including hauling and tip fees)
Costs of current practice			
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CRT recycling through Salvation Army	39.00	$ -	$ -
TOTAL for surplus reuse program			**$ 48,032.00**
NET SAVINGS of reuse program with Salvation Army			**$ 57,132.00**

TEXTILE REUSE & RECYCLING COLLECTION

Second Sundays of the Month
at the
Take-It-or-Leave-It
8 AM – NOON

THESE ARE DROP-OFF EVENTS ONLY AND EXPECTED TO BE IN PLACE UNTIL THE TIOLI REOPENS AFTER THE COVID-19 GLOBAL PANDEMIC IN AN EFFORT TO DIVERT THESE UNIVERSALLY NEEDED ITEMS FROM A LANDFILL.

Clean and bagged textiles ONLY
Ripped, stained, and well-loved textiles welcome

Upcoming dates:
Dec. 13, Jan. 10, Feb. 14, Mar. 14

Contact the DPW with questions:
dpw@nantucket-ma.gov; 508-228-7244