

Menemsha Creek Agreement

November, 1995

Whereas the state, by Chapter 485 Acts of 1965, transferred and conveyed to the Towns of Gay Head and Chilmark, so much of the land at Menemsha located along the southwesterly side of Menemsha Basin and running along the northwesterly side of Menemsha Creek, as lies within the said respective towns, being the land excepted from the original petition under Land Court Case No. 7706 because of its status as land of the commonwealth, and

Whereas the aforesaid land at Menemsha was authorized to be conveyed to the towns of Gay Head and Chilmark with the directive that it shall be reserved for and made available to commercial fishermen and shall in no event be sold or conveyed, and

Whereas commercial fishing is an important element in the structure of both towns, and

Whereas the towns, through zoning and Master Plans, have made many efforts to preserve and encourage the growth of commercial fishing as a viable local industry,

Therefore, the Boards of Selectmen of the towns of Gay Head and Chilmark agree to henceforth manage said lands subject to the following definition and conditions,

- I. For the purposes of this agreement a commercial fisherman is any person who for profit, cultivates, harvests, catches or takes or attempts to cultivate, harvest, catch or take any fish or shellfish for purpose of sale, barter or exchange.
  
- II.
  1. Lessee shall be a legal voting resident, for at least ten months per year, of the town in which the lot is located.
  2. Lessee shall be a bona fide commercial fisherman and shall have engaged in that activity for at least three years prior to application for a lot lease.
  3. Lessee shall actively use the premises in commercial fishing for not less than six months of each year.
  4. No subletting or shared usage of lots is permitted, except as provided below.
  5. Lessee may permit a person related by blood or marriage to share the premises if such person is also an active commercial fisherman subject to the same conditions as Lessee and provided Lessee notifies the Boards of Selectmen in writing prior to such shared usage.
  6. If the Lessee has succeeded to a lot previously held by another commercial fisherman who no longer meets the conditions set forth, such previous Lessee may be permitted to share the usage with the consent of the Lessee and written notice of such to the Boards of Selectmen.
  7. Other passages of this agreement notwithstanding, lots presently in use by commercial fishermen, who have used them for the last three years or held a state lease (or their fathers held state leases) may keep them under the new lease.
  8. In considering applications for lots, children of the prior Lessee will be

ORIGINAL  
A TRUE COPY ATTEST  
TIMOTHY R. CARROLL  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
June 28, 2002

- considered before other applicants, provided that they are actively engaged in commercial fishing and meet all the conditions.
9. No signs or billboards are to be allowed on buildings other than trade name.
  10. No sleeping quarters are allowed on the premises.
  11. No more than one lot shall be leased to an individual.
  12. Any place of business shall be kept free of litter.
  13. Lessee shall not make or suffer to be made alterations on a lot but with the approbation of the Board of Selectmen, of the town in which the lot exists, thereto in writing having first been obtained.
  14. A Lessee being considered for the renewal of a lease must have fulfilled the above requirements for the last three years or said Lessee shall not be considered for renewal. The non-conforming lease issued prior to September 11, 1995 shall not be subject to this section, (see section 18 below).
  15. Upon cessation of fishing activity, as outlined above, the lot shall be returned to the town for lease to another qualified commercial fisherman.
  16. Violation of any of these conditions or town regulations shall be deemed sufficient cause for cancellation of a lease.
  17. The Lessor may enter to view and to make improvements and to expel the Lessee if he shall fail to pay the rent or in case of a breach of any conditions on the part of the Lessee.
  18. When currently leased lots with non-conforming uses are abandoned by the Lessee, or not renewed by the town, they shall be made available to commercial fishermen subject to the above conditions.
  19.
    - a. The Board of Selectmen of each town shall have the authority to veto the issuance of a new lease by the Board of Selectmen in the other town if such veto is based on a deviation from these agreed upon conditions.
    - b. Each new lease after acceptance by the issuing board of selectmen shall, within three days, be forwarded by certified U.S. Mail to the reviewing board of selectmen in the other town.
    - c. This board shall have ten days from the date of receipt in which to review this new lease and take action to veto its execution.
    - d. If the reviewing board fails to veto the lease within the ten days the lease stands and may then be executed by the other board and the applicant, unless a request for more information is made pursuant to section 19 (e) below.
    - e. Should the reviewing board feel more information is required to determine whether or not a lease is deviating from these agreed upon conditions, they shall so inform the issuing board in writing by certified U.S. Mail within ten days after receipt of the proposed lease. This notification shall include the specific reasons for requesting more information. The issuing board and/or the applicant shall supply such information in writing to the reviewing board in a timely manner by certified U.S. Mail. The reviewing board shall have ten additional days



from the receipt of the requested information to review, veto or take no action.

- 20. All leases issued by either board of selectmen for a lot in this area shall include on the bottom of such lease a dated certification of review and action taken by the reviewing board of selectmen. This certification shall be signed by the chairman of the reviewing board of selectmen before said lease is legal and binding.

**Gay Head Board of Selectmen**

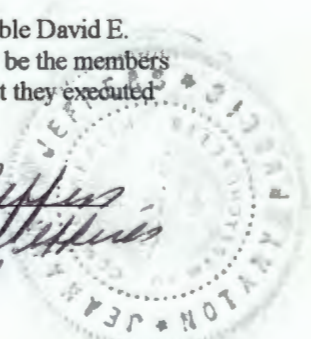
*David E. Vanderhoop*  
 David E. Vanderhoop      *Russell H. Smith*  
 Russell H. Smith      *Walter E. Delaney*  
 Walter E. Delaney

Commonwealth of Massachusetts  
County of Dukes County, ss.

On this the 8<sup>th</sup> day of ~~December~~ <sup>April</sup> 1996, 1995, before me personally appeared the Honorable David E. Vanderhoop, Chiarman; Hon. Russell H. Smith; and the Hon. Walter E. Delaney, known to me to be the members of the Gay Head Board of Selectmen described in the foregoing instrument, and acknowledged that they executed the same in their capacity as Selectmen and for the purposes therein contained.

In witness thereof I hereunto set my hand and official seal.

Notary Public: *Jeanne J. Joffe*  
*My Commission Expires*  
*June 30, 2000*



**Chilmark Board of Selectmen**

*Pamela S. Goff*  
 Pamela S. Goff      *Herbert R. Hancock*  
 Herbert R. Hancock      *Alexander H. Preston*  
 Alexander H. Preston

Commonwealth of Massachusetts  
County of Dukes County, ss.

On this the 30<sup>th</sup> day of November, 1995, before me personally appeared the Honorable Pamela S. Goff, Chiarman; Hon. Herbert R. Hancock; and the Hon. Alexander H. Preston, known to me to be the members of the Chilmark Board of Selectmen described in the foregoing instrument, and acknowledged that they executed the same in their capacity as Selectmen and for the purposes therein contained.

In witness thereof I hereunto set my hand and official seal.

Notary Public: *Timothy R. Gammell*

MY COMMISSION EXPIRES JUNE 28, 2002

