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TOWN OF CHILMARK  
CHILMARK, MASSACHUSETTS

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July 17, 2017

Mr. Jim Newman Chairman, Aquinnah Board of Selectmen  
Town of Aquinnah  
65 State Road  
Aquinnah, MA. 02535

Subject: Lobsterville Beach Dredge Sand Removal

Dear Jim:

The extensive delays to this dredge project have caused the agreement between the Town of Chilmark and the Town of Aquinnah to expire. This requests a renewal of this agreement.

This provides the signed Memorandum of Agreement for removing approximately 3,000 yards of Menemsha Pond dredge sand from its dewatering location on Lobsterville Beach. We will make arrangements with John Keene to move the sand and will coordinate this work with the dredge crew and Chief Belain.

May I also thank you, Bret and the Town for its help and quick response with this request. As you know we are working on a comprehensive project of relocating the Squibnocket Beach parking lot. The current revetment and parking area will be completely removed and the low dune and barrier beach restored to its natural state. The use of the dredge sand for this restoration will save the Town a great deal of money and time.

Sincerely,

William Rossi, Chairman  
Chilmark Board of Selectmen

# Memorandum of Agreement

Between  
The Town of Aquinnah  
And  
The Town of Chilmark

## Lobsterville Beach Sand Removal Agreement

I. The agreement between the Town of Chilmark and the Town of Aquinnah shall be to allow Chilmark to utilize Aquinnah owned beach, land and town roads for the removal of approximately 3,000 cubic yards of sand that is accruing on Lobsterville Beach as part of the Menemsha Channel Dredge Project.

II. The term of the agreement between the Town of Chilmark and the Town of Aquinnah shall be three months, starting on January 22, 2018 and ending on April 22, 2018.

III. The Town of Chilmark agrees to be responsible for the hiring and payment of all contractor(s) necessary for the excavation and removal of the sand from a designated area of Lobsterville Beach.

IV. The Town of Chilmark agrees that if in the process of removing the sand any damage that occurs to the beach area itself or to the infrastructure surrounding the trucking area, including but not limited to Lobsterville Road or any turn around the trucks may use (private driveways, Clay Pit Rd., Etc.), That the Town of Chilmark will be responsible for necessary repairs.

V. The Town of Chilmark agrees to pay for a Police Detail Officer during the entire time of excavation/truck hauling. The Aquinnah Police Department shall be contacted first regarding hiring of the Police Detail. In the event an Aquinnah Police Officer cannot work the Detail, an Officer from another Town Police Department shall be able to work the Detail.

VI. The Town of Chilmark agrees to obtain any necessary permissions, permits or sign offs from any of the community review boards that have purview over the town owned area (AQ ConCom, DPW, WTGH/A, Etc.)

In witness hereof, this Memorandum of Understanding has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017 on behalf of the Towns of Chilmark and Aquinnah by

\_\_\_\_\_  
Name: Jim Newman  
Title: Chairman, Aquinnah Board of Selectmen

\_\_\_\_\_  
Name: William Rossi  
Title: Chairman, Chilmark Board of Selectmen