

# NANTUCKET MEMORIAL AIRPORT COMMISSION

January 28, 2014

## AGENDA

1. Review and Approve:
  - a. Agenda
  - b. 12/10/13 Minutes
  - c. Ratify 1/22/14 Warrant
2. Public Comment
3. Pending Leases/Contracts as Set Forth on Exhibit 1, Which Exhibit is Herein Incorporated by Reference
4. Pending Matters
  - a. **021213-2** Air Traffic Control Tower (ATCT) Rehabilitation
    - i) RFQ Status
    - ii) Supplemental Agreement to the Other Transactional Agreement (OTA)
  - b. **070913-1** TON Memorandum of Understanding (MOU) Update
5. Finance
6. **022613-2** Master Plan & Sustainability Program Update
7. Manager's Report
  - a. Other Project Updates
  - b. RFP/Bid Status
  - c. Operations Update
  - d. Statistics
8. Sub-Committee Reports
9. Commissioner's Comments
10. Public Comment
11. Executive Session – G.L. c.30A, §21(a)
  - a. Clause 3 and 6: To consider the purchase, exchange, lease or value of real property and to discuss pending litigation to Gatto v. Town. The Chair has determined that an open session may have a detrimental effect on the negotiating and/or litigation position of the Airport Commission, and
  - b. Clause 3: To discuss strategy with respect to threatened litigation with respect to the completion of the GA Building. The Chair has determined that an open session may have a detrimental effect on the litigation position of the Airport Commission.
  - c. Clause 3 & 6: To consider the purchase, exchange, lease or value of real property and to discuss pending litigation to Bunker Road parcels. The Chair has determined that an open session may have a detrimental effect on the negotiating and/or litigation position of the Airport Commission, and

### **Public Safety Facility**

1<sup>st</sup> Floor Meeting Room

4 Fairgrounds Road

**5:00 PM**

Town of Nantucket  
**NANTUCKET MEMORIAL AIRPORT**  
14 Airport Road  
Nantucket Island, Massachusetts 02554

Thomas M. Rafter, A.A.E., Airport Manager  
Phone: (508) 325-5300  
Fax: (508) 325-5306



*Commissioners*  
Daniel W. Drake, Chairman  
Arthur D. Gasbarro, Vice Chair  
David C. Gray, Sr.  
Andrea N. Planzer  
Jeannette D. Topham

**AIRPORT COMMISSION MEETING**

**December 10, 2013**

The meeting was called to order 5:01 PM by Chairman Daniel W. Drake with the following Commissioners present, Vice Chair Arthur D. Gasbarro, Jeanette D. Topham and Andrea N. Planzer.

Commissioner David C. Gray, Sr. was absent.

The meeting took place in the 1<sup>st</sup> Floor meeting room at the Public Safety Facility, 4 Fairgrounds Rd.

Airport employees present were Thomas M. Rafter, Airport Manager, Ashley Christ, Business Manager, Noah Karberg, Environmental Coordinator and Janine Torres, Office Manager.

Mr. Drake announced the meeting was being recorded.

Mr. Drake noted a minor modification to the Agenda to include consideration of an amendment to the Atlantic Aeolus Lease under the Existing Bunker Lease Review topic. Hearing no objections the Agenda was approved.

Ms. Planzer made a **Motion** to approve the 11/12/13 Minutes. **Second** by Ms. Topham and **Passed** Unanimously.

The 11/26/13 minutes are still pending.

Mr. Gasbarro made a **Motion** to ratify the 12/4/13 Warrant. **Second** by Ms. Topham and **Passed** Unanimously.

**Public Comment**

None.

**Pending Leases & Contracts**

Mr. Drake noted the only item is the Atlantic Aeolus Amendment. Mr. Rafter added the Amendment addresses the last lease needed to be reviewed under the **Existing Bunker Lease Review (120412-3)**. The Amendment removes the participation clause and adds Nantucket Energy as a sub-tenant. Mr. Rafter noted a letter will be forthcoming from the tenant to address the last outstanding item of another sub-tenant currently on the lease parcel. **Motion** by Ms. Topham to approve Amendment 2 to the Atlantic Aeolus Lease. **Second** by Ms. Planzer and **Passed** unanimously.

## **Pending Matters**

**120412-3 Existing Bunker Lease Review** – See above.

**021213-2 Air Traffic Control Tower (ATCT)** – Mr. Rafter reported receiving Legal Counsel's opinion indicating we must advertise an RFP for design and construction services. Brief discussion concluded the RFP would be advertised by mid-January.

Mr. Drake read an email from Steve Berube of the FAA to Ms. Torres addressing the estimated cost of the project. The e-mail stated the \$1,367,575 cost quoted in the modernization documents covered only the work associated with the conditions assessment report. Asbestos abatement, tower cab modernization, new roof, the addition of an elevator and additional staircase are among the added scope items. Mr. Berube indicated an informal projected total cost of \$3M. It is unsure if this estimate includes the cost of a temporary tower and needs to be verified.

**062513-3 Noise Abatement** – Mr. Rafter indicated nothing to report.

**070913-1 TON Memorandum of Understanding (MOU)** – Mr. Rafter indicated nothing to report.

**112613-1 Windmill Car Rental Parking Permit Status** – Mr. Rafter reported the Board of Selectman discussed approving the public permit up to forty (40) vehicles but are waiting for another document before they take a final vote.

## **Finance**

**111213-2 Kopelman and Paige Fuel Revolver Opinion** – Mr. Drake reported attending a meeting last week including the Town Manager, Mr. Giorgio of Town Counsel's office, Mr. Roselli of the Town's audit firm and three members of the Finance Department to discuss specific items needed for Annual Town Meeting (ATM). During the meeting, lengthy discussion took place regarding in language of Article 15 from 2013 ATM which states any excess in the fuel revolver shall be transferred to the Airport's Enterprise Fund. Mr. Giorgio feels this language is inadequate to transfer the funds into the Operating Account even though the Operating Account is within the Enterprise Fund. Mr. Giorgio further stated the transfer would be an appropriation and therefore requires an ATM vote of a specific dollar amount authorizing transfer to the Operating Account specifically. The discussion resulted in Mr. Giorgio agreeing to draft a Memorandum for the group to finalize and send to the Dept. of Revenue. Mr. Drake added until determined, his remaining questions will remain unanswered. This result plays into the FY15 Budget process and how the FY13 Fuel Revolver excess of \$274K will be utilized.

Mr. Drake reviewed the options for the \$274K surplus:

- Allocate to FY15 Operating Budget
- Transfer to Enterprise Fund and let it become Free Cash
- Use all or some portion for FY15 Fuel Revolver seed money

**100813-1 FY2015 Budget** – Mr. Rafter presented the budget for approval subject to a future amendment after the use of the fuel revolver excess is determined. Mr. Rafter noted anticipating a \$21K profit. Addition of the fuel revolver excess will invite discussion on creating a mechanism to repay the Town.

Discussion:

- Mr. Drake suggested consistency on column titles noting the first page shows "Revised Budget FY2015" and the detail pages show "Proposed Budget FY2015".

- Mr. Rafter reviewed the major changes between the TON Proposed budget and the Airport's recommendations:
  - Added conservative Passenger Facility Charge Revenue of \$600K
  - Removed \$228 TON Subsidy from as it appears twice
  - Slight projected increase to Land Rental Income due to new leases.
- Mr. Gasbarro expressed concern over the proposed \$1.4 deficit prior to adding Retained Earnings as it relates to the overall financial position of the Airport. Mr. Rafter pointed out this is the budget, not actual, and has constraints on what can be included.
- Mr. Gasbarro asked for clarification and received confirmation that the Retained Earnings of \$1,464,189 is based on Certified Free Cash.
- The need for the Fuel Revolver noting there is potential for four (4) ATM articles for the Fuel Revolver alone.
- The utility costs of the new GA/Administration Building are a big unknown.

**Motion** made by Ms. Planzer to approve the Airport Manager's Revised FY15 Budget as presented. **Second** by Mr. Gasbarro and **Passed** unanimously.

**121013-2 Recap of TON 12/3/13 Audit Committee Discussion** – Mr. Drake expressed concern over two Airport-related matters noted in the October 4, 2013 TON Audit Committee Minutes. The first was continued discussion of the role of Burke & Lamb. The second was the TON intent to take control of accounting for fixed assets. Therefore, Mr. Drake attended last week's Audit Committee Meeting prepared to address the two topics and was satisfied with the Town Auditor, Mr. Roselli's remarks.

Mr. Roselli indicated the use of Burke & Lamb was absolutely necessary in terms of their support role in the Airport's accounting function, in preparation of the FAA audit as well as the TON audit.

In respect to the fixed assets, Mr. Roselli has made a recommendation to use a software program to replace the currently used spreadsheet method to track fixed assets. The Town has purchased the software and the Auditors are assisting in its set up. Both Mr. Roselli and Bob Dickenson, Town Accountant, have assured Mr. Drake the Airport's fixed assets would be identified separately within the software.

Another topic discussed was the Airport's use of the Great Plains software for an accounts receivable (AR) system noting MUNIS' inability to perform adequately the AR function.

Mr. Rafter reported having received the first draft of the Management Letter from the Town Auditor, but hasn't has a chance to review. Mr. Drake added there is a TON Audit Committee meeting scheduled for mid-January to review the draft Management Letter.

**121013-1 Bunker Road – Jesse Dutra Landscaping Parcel – Request for NGrid Easement**

Mr. Rafter reviewed the request for easement to allow National Grid to bring power to Mr. Dutra's parcel through the outside boundary of the empty lot adjacent to his.

**Motion** made by Mr. Gasbarro to approve the request for the National Grid Easement to the Jesse Dutra Landscaping parcel. **Second** by Ms. Topham and **Passed** unanimously.

**022613-2 Master Plan & Sustainability Program Update** – Mr. Bill Richardson of Jacobs Engineering called into the meeting at 5:38 pm to provide a progress report to the Master Plan project.

Mr. Richardson reported:

- Working in-house in finalizing draft of the existing conditions report which included the perimeter survey work.
- Received the draft Noise Report from the sub, KM Chung, and sent a few revisions back
- Updated the existing ALP (Airport Layout Plan) drawing
- Updated the pavement conditions plan
- Conducted site visits for the facility needs task
- Developed the Working Group presentation/agenda and held first meeting
- Conducted vehicle traffic counts
- Attended FAA/DOT CIP (Capital Improvement Plan) Meeting
- Will attend FAA Scoping meeting on selected CIP projects
- Finalizing air service development with sub-consultant
- The next Working Group session is planned for mid-February
- Deliverables on completed tasks should be sent out in draft form next week

Mr. Rafter added the financial benchmarking was started and should be included in the existing conditions report.

Mr. Gasbarro asked if part of the rates and charges comparison would include not only the comparison of similar airports, but the cost of providing services. Mr. Rafter indicated it would.

Mr. Richardson disconnected at 5:45 PM.

#### **GA/Administration Building**

Mr. Rafter reported the Certificate of Substantial Completion has been signed by the Airport. The administration office is moving in this Friday, exactly two years after the original general contract was signed.

A construction meeting scheduled for tomorrow to review the monetized punch list has been postponed till next week due to the weather.

#### **Manager's Report**

##### **Project Updates**

Mr. Rafter reported:

- The FAA Closeout reports for Taxiway Juliet and Runway 6/24 HIRLS projects have been signed.
- The FAA scoping meeting is scheduled for December 16<sup>th</sup> in Hyannis to go over the upcoming capital projects.
- The User Consultation Meeting for the Passenger Facility Charge (PFC) Application was held on December 3<sup>rd</sup>. It was a cordial meeting but the Users expressed their concern on the impact as a percentage to the overall ticket price to Hyannis. One questioner asked was if the PFC will apply to tickets sold prior to the effective date of the PFC. It was determined that it would not. One comment made was that the TW Juliet project is mostly beneficial to larger aircraft and shouldn't be included in the PFC application. Cape Air suggested a graduated landing fee structure to which Mr. Rafter explained will be looked at as part of the Master Plan process. Mr. Rafter added the users have until January 2<sup>nd</sup> to submit comments in writing. December 20, 2013 is the public comment deadline.
- The Runway 6 PAPI installation has been postponed three times due to weather.
- The Runway 15/33 REILS and PAPI is still pending due to paperwork.

- Two companies attended the mandatory pre-bid meeting for the Carbon Neutral Program and both have expressed high interest in bidding as an ESCO. The VOLPE Center provided several “plug-n-play” devices to monitor random pieces of equipment energy consumption. The geothermal system review indicates NGrid will subsidize fixing should it not be part of the ESCO.

#### **RFP/Bid Status**

- The Engineering RFQ is advertised. Proposals are due January 9, 2014.
- Two proposals were received for the Aviation Fuel Supply RFP. Both bids were rejected due to mention of cost in the non-price proposal. The current contract will be presented at the January meeting for extension for another month to allow for re-advertisement of the RFP.

#### **Operations**

- Mr. Rafter thanked the Staff for the seemingly effortless coverage of recent VIP movement.
- The TON Human Resource Department has forwarded a Position Analysis Questionnaire on behalf of the TON Compensation Committee’s consultant. Mr. Rafter is encouraging all employees to complete it/.

#### **Fuel Sales Statistics**

Mr. Rafter provided a Holiday Fuel Sales Comparison for the past three years and pointed out the significant increase to both Film Festival and Stroll events. Mr. Rafter added with the completion of the new FBO facility, the airport can market itself to promote aviation activity with the hopes of selling more fuel.

#### **Staff Update**

Mr. Rafter reported Durand Spence has accepted the position of Operations Specialist/ARFF. Mr. Spence was previously a seasonal employee.

Mr. Rafter indicated he would be attending the Wright’s Dinner in Washington D.C. on Friday along with Commissioner Planzer to honor former FAA and NTSB director Marion Blakey.

#### **Sub-Committee Reports**

None.

#### **Commissioners Comments**

Mr. Gasbarro asked if the GA Building’s sub-contractor’s truck was going to be moved now that the project is finished. Mr. Rafter indicated that was an item he intends to bring up at the next construction meeting.

Mr. Drake reported having a conversation with Walt Spokowsky of Marine Home Center who indicated they were still waiting on information from the Taylor family attorney. Mr. Rafter reported receiving an email from the Taylor’s Estate Attorney explaining the disposition of the Estate. Mr. Rafter responded requesting copies of the documentation. Ms. Torres added speaking with Marine Home Center General Manager and discussed having the attorneys contact each other directly.

Ms. Topham mentioned the John Lawrence Funeral Home will be servicing the Island now that Lewis Funeral Home is closed and are looking for a place to keep a car.

#### **Public Comment**

Carol Dunton commented on the move into the GA/Administration Building.

Having no further business for Open Session, Mr. Gasbarro mad a **Motion** to enter Executive Session, not to reconvene in Open Session for the purpose of 1) Reviewing executive Session Minutes of 8/28/12, 9/18/12, 12/2/12, 12/11/12, 2/26/13, 4/23/13, 5/28/13, 8/27/13, 9/10/13, 9/24/13, 10/8/13 and 10/22/13 for possible release; and 11/12/13 for review and possible release. 2) To conduct strategy session with respect to collective bargaining where if held in open session may have a detrimental effect on the bargaining position of the Commission. 3) To discuss strategy with respect to threatened litigation with to the completion of the GA Building. The Chair has determined that an open session may have a detrimental effect on the litigation position of the Commission. **Second** by Ms. Topham and **Passed** by the following roll call vote:

Mr. Drake – Aye  
Mr. Gasbarro – Aye  
Ms. Topham – Aye  
Ms. Planzer – Aye

Meeting adjourned at 6:12 pm.

Respectfully submitted,

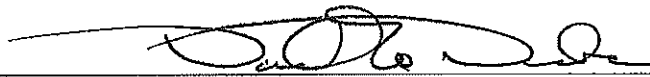
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Janine M. Torres Recorder

Master List of Documents  
12/10/13 Agenda  
11/12/13 Draft Minutes  
Atlantic Aeolus Lease Amendment 2 (Handout)  
Email between Torres and Steve Berube re ATCT Project Costs dated \_\_\_\_\_ (to do) (Read Aloud)  
FY2015 Draft Budget  
Email between Torres and Jesse Dutra re: National Grid Easement dated 11/26/13  
National Grid Grant of Easement for 76 Bunker Road (Dutra)  
Holiday Fuel Comparison 2011 – 2013 (Handout)

# Warrant 01/22/2014

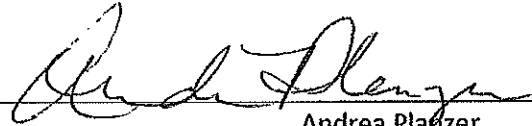
Please Sign and Date



1/14/13

Daniel Drake

Arthur Gasbarro



1/15/14

Andrea Platzer



1/14/13

Jeanette Topham

David C Gray SR.

Batch#	<u>622</u>	Total	<u>1,455-</u>	Batch Date	<u>1/8/14</u>
Batch#	<u>623</u>	Total	<u>22,590.09</u>	Batch Date	<u>1/8/14</u>
Batch#	<u>624</u>	Total	<u>22,214.12</u>	Batch Date	<u>1/8/14</u>
Batch#	<u>626</u>	Total	<u>63,720.51</u>	Batch Date	<u>1/9/14</u>
Batch#	<u>649</u>	Total	<u>1,068.92</u>	Batch Date	<u>1/13/14</u>
Batch#	<u>        </u>	Total	<u>        </u>	Batch Date	<u>        </u>



EXHIBIT 1  
 PENDING LEASES/CONTRACTS/AGREEMENTS  
 January 28, 2014

Type of Agreement/Description	With	Amount	Other Information	Source of Funding
Lease Assignment/Assumption	Taylor Hangar	(\$13,742) p/y	Assign to Marine Lumber Operator, Inc. Expires 9/30/2018 Option for one (1) 10-Year Renewal	Income

## ASSIGNMENT AND ASSUMPTION OF LEASE

For \$25,000.00 and other good and valuable consideration paid on or before the date that is seven (7) days following receipt of the consent of this Assignment and Assumption of Lease by the Nantucket Memorial Airport Commission (the “**Effective Date**”), as required herein, the adequacy of which is hereby acknowledged, (i) **Linda R. Taylor, individually, and (ii) Linda R. Taylor and David Solomon, as co-trustees of Linda R. Taylor Marital Non-Exempt Trust (the “Trust”), joining together with each of Linda R. Taylor and the Trust, owning and holding an undivided one-half-interest (and, collectively, owning and holding the entire 100% interest) as successor Lessee under the Lease (hereinafter described) by reason of distribution from the Estate of Linda R. Taylor’s husband, Thomas M. Taylor, deceased, (collectively herein called the, “Assignor”),** hereby irrevocably assign, transfer and set over to **Marine Lumber Operator, Inc.**, a Delaware corporation (“**Assignee**”) all of Assignor’s right, title and interest in and to (i) the Lease Agreement (the “**Lease**”) more fully described on Schedule A attached hereto and made a part hereof with respect to that certain Premises (as more particularly described in the Lease), together with the \$2,445.48 tenant security deposit (the “**Security Deposit**”) previously paid and deposited by Lessee with Nantucket Memorial Airport Commission (“**Lessor**”) under the Lease, (ii) until fully applied and exhausted, the \$6,852.00 credit against annual rent (the “**Annual Rent Credit**”) to the extent provided in Article Three of the Lease, and (iii) to the extent assignable under the Lease, all contract rights (including, without limitation, all existing third-party warranties, if any, on materials and equipment constituting a part of improvements or work performed for Assignor as required under the Lease), licenses, permits, plans and specifications, surveys, soils reports, and all other rights, privileges or entitlements necessary to continue the use and operation of the Land and the Improvements under the Lease.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease.

As of the Effective Date, Assignee hereby accepts the foregoing assignment and expressly assumes for the benefit of Lessor and Assignor all obligations of Lessee in connection with performance of the Lease and payment of the Rent arising or first becoming due and payable after the date hereof; *provided, however*, Assignee specifically assumes and agrees *to also perform* the current obligations and liabilities of Assignor relating to cleaning of the Premises and repairing the roof, siding and door of the Premises. Notwithstanding the foregoing, Assignor hereby agrees to reimburse Assignee for the reasonable costs and expenses incurred by Assignee in connection with the removal of all personal property from the Premises which are owned by or under the control of Assignor, including, but not limited to all aircraft parts, equipment, tools, computers, paint cans and other items owned or under the control of Assignor and situated within the Premises. Assignee understands and agrees that Assignee’s assumption of the Lease and Rent shall be primary to the full extent and with the full force and effect as though Assignee executed the Lease, as Lessee, with Lessor and Assignee shall have and be responsible directly to Lessor for all payment and performance obligations under the Lease arising from and after the date hereof, and for the existing cleaning of the Premises, and repairing of the roof, siding and door of the Premises (herein called the “**Cleaning and Repairing Obligations**”).

- (a) As of the Effective Date, Assignee agrees to indemnify Assignor and hold Assignor harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including but not limited to attorneys’ fees and expenses) asserted against or incurred by Assignor by reason of or arising out of any failure by Assignee to perform or observe the obligations, covenants, terms and conditions assumed by Assignee hereunder.

- (b) Except for the Cleaning and Repairing Obligations assumed herein by Assignee, as of the Effective Date, Assignor agrees to indemnify Assignee and hold Assignee harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including but not limited to attorneys' fees and expenses) asserted against or incurred by Assignee by reason of or arising out of any failure by Assignor to perform its obligations under the Lease to the extent the same arose prior to the date hereof.

Assignor hereby represents and warrants [to Assignee and Lessor](#) the following as of the Effective Date:

- (i) all obligations of Assignor under the Lease as successor Lessee have been performed through the Effective Date;
- (ii) there are no liens, claims or liabilities outstanding arising by, through or under Assignor with respect to the Premises;
- (iii) Assignor, as Lessee, has not previously assigned the Lease, the Security Deposit, the Annual Rent Credit or any contract or other rights assigned hereby;
- (iv) the Lease was originally executed by Thomas M. Taylor & Co. By Assignment and Assumption of Lease dated as of October 8, 1999, Thomas M. Taylor & Co. assigned the Lease to Thomas M. Taylor, individually, which Assignment and Assumption was consented to by Nantucket Memorial Airport at Old South Road. Each of (i) Linda R. Taylor, individually, and (ii) Linda R. Taylor and David Solomon, as co-trustees of the Trust, is the owner and holder of an undivided one-half interest as successor Lessee under the Lease. Collectively, (i) Linda R. Taylor, individually, and (ii) Linda R. Taylor and David Solomon, as co-trustees of the Trust, own and hold the entire 100% Lessee's interest under the Lease and is the successor Lessee to Thomas M. Taylor, deceased, under the Lease. Each of (i) Linda R. Taylor, individually, and (ii) Linda R. Taylor and David Solomon, as co-trustees under the Lease, has the right and authority to execute this Assignment and Assumption of Lease document without joinder of any other party; but, however, this document is expressly subject to the consent of Nantucket Memorial Airport Commission. Nantucket Memorial Airport Commission's consent is contained at the bottom of this instrument. Except for the foregoing, Assignor is not obligated to obtain the consent of any third party in order for this Assignment and Assumption of Lease to be valid, binding and effective upon Assignor or, to Assignor's knowledge, any other party. [Notwithstanding anything to the contrary in this Assignment, Assignor agrees to indemnify Lessor and hold Lessor harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses \(including but not limited to attorneys' fees and expenses\) asserted against or incurred by Lessor by reason of or arising out of the falsity or inaccuracy of the representation and warranty in this sub-paragraph \(iv\);](#)
- (v) Assignor is presently in possession of the Premises and is paying Rent and any other charges or sums due under the Lease;
- (vi) the Lease has not been modified, supplemented or amended in any way, except as may be indicated herein; and
- (vii) to the best of Assignor's knowledge, as of the Effective Date, Assignor is not aware of any actionable defenses, claims or set-offs under the Lease against rents or charges due or to become due thereunder.

Assignee represents and warrants to Lessor that Assignee has a net worth, as of the date hereof, in excess of Three Million Dollars (\$3,000,000.00).

Lessor is an intended third party beneficiary of the representations and warranties made herein by Assignor and Assignee, [including, without limitation, the indemnification obligation of Assignor with respect to the representation and warranty in sub-paragraph \(iv\), above.](#)

Assignor makes no other representation or warranty in connection with this Assignment and, except for the foregoing, this Assignment is made without recourse to Assignor. Except as otherwise set forth herein, the Premises are taken by Assignee on an AS IS, WHERE IS, AND WITH ALL FAULTS BASIS.

All terms of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective legal representatives, successors and assigns. This Assignment and Assumption of Lease shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

This Assignment and all terms, conditions and provisions set forth herein expressly are conditioned upon the consent to this Assignment by Nantucket Memorial Airport Commission (as Airport and/or Lessor) in full satisfaction of Article Seven of the Lease and the release of Assignor from, against and with respect to all obligations and liabilities under the Lease, whether accruing prior or subsequent to the date of such consent.

Assignor shall maintain the insurance required by Article Ten of the Lease until such time as Assignee has furnished to Lessor satisfactory certificates of insurance indicating the Assignee maintains the insurance required by said Article.

This Assignment may be executed in any number of counterparts, each of which so executed shall be deemed original; such counterparts shall together constitute but one agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment to be effective from and after this \_\_\_\_ day of \_\_\_\_\_, 2013.

**ASSIGNOR:**

**Linda R. Taylor, individually, as successor of an undivided one-half Tenant's interest under the Lease to Thomas M. Taylor, Lessee**

By: \_\_\_\_\_  
Printed Name: Linda R. Taylor

**Linda R. Taylor and David Solomon, as co-Trustees of the Linda R. Taylor Non-Exempt Trust, as successor of an undivided one-half interest under the Lease to Thomas M. Taylor, Lessee**

By: \_\_\_\_\_  
Linda R. Taylor Co-Trustee

By: \_\_\_\_\_  
David Solomon, Co-Trustee

**ASSIGNEE:**

**Marine Lumber Operator, Inc.,**  
a Delaware corporation

By: \_\_\_\_\_  
Printed Name: Peter Palandjian  
Title: President and Treasurer

**LESSOR'S ACKNOWLEDGMENT, CONSENT TO AND RELEASE  
OF (I) LINDA R. TAYLOR, INDIVIDUALLY, AND (II) LINDA R. TAYLOR AND DAVID  
SOLOMON, AS CO-TRUSTEES OF LINDA R. TAYLOR MARITAL NON-EXEMPT TRUST**

The undersigned Nantucket Memorial Airport Commission, as Airport and/or Lessor under the Lease described in the above Assignment, in reliance upon the representations and warranties of Assignor and Assignee made in the Assignment, hereby consents to Assignor's assignment of the Lease to Assignee and hereby releases, forgives and relinquishes Assignor from and against all obligations, liabilities, claims, liens, damages, demands, causes of action, lawsuits, losses, costs and expenses (including but not limited to attorneys' fees and expenses) arising from or out of or by reason of the Lease but only to the extent such obligations, liabilities, claims, etc. have arisen-accruing through no fault of Assignor and subsequent to the date of this Assignment. For the avoidance of doubt, the foregoing release shall not apply to any liabilities, claims, etc. arising out of the falsity or inaccuracy of any representation and warranty made by Assignor in the Assignment, including, without limitation, any claims subject to the indemnification obligation assumed by Assignor in and with respect to the representation and warranty in sub-paragraph (iv) of the Assignment.

**Nantucket Memorial Airport Commission**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: Chairman

[COUNTERPART SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF LEASE]

**SCHEDULE A**

**LEASE**

**(Attached)**

Gardere01 - 6379425v.2

**ASSIGNMENT AND ASSUMPTION OF LEASE**

This Assignment and Assumption of Lease, dated as of October 8, 1999, is by and among Thomas M. Taylor & Co. ("Assignor"), Thomas M. Taylor ("Assignee"), and the Nantucket Memorial Airport Commission ("Lessor").

**WITNESSETH:**

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right and title to, and interest in, that certain Lease Agreement, dated as of October 1, 1998 (the "Lease"), by and between Assignor, as lessee, and Lessor, as lessor, providing for the lease of certain premises at Lessor's facility known as Nantucket Memorial Airport at Old South Road (the "Premises"), a copy of which Lease is attached hereto as Exhibit A;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree, effective as of the date hereof (provided Lessor executes this Assignment), as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, his heirs, successors and assigns, the Lease and all of Assignor's right and title to, and interest as lessee in, the Lease for and during the remainder of the term of the Lease and any extension yet to come.

2. Assumption. Assignee hereby assumes and agrees to perform, discharge and satisfy all of the obligations, duties and liabilities of Assignor under the Lease that accrue on and after the date hereof, including the payment of rent, to the same extent as if Assignee were named as the lessee thereunder (it being understood that Assignee shall not have any obligation to perform, discharge or satisfy any obligation, duty or liability of Assignor under the Lease arising or accruing on or prior to the date hereof).

3. Lessor's Consent, Release and Certification. Lessor hereby consents to the assignment of the Lease as provided herein, and hereby certifies to Assignee that the Lease is not in default (actual or anticipatory) and that all monetary and non-monetary obligations of Assignor under the Lease are fully performed through the date of this Assignment and that the Lease is continuing and subsisting in accordance with its terms. Lessor acknowledges that Assignee is relying upon the truth of the matters stated in this Section 3 and that but for such certification, Assignee would not assume the liability of Assignor under the Lease. Lessor hereby releases Assignor from any and all claims, damages and obligations, known or unknown, arising under or relating to the Lease, whether now existing or accruing in the future.

4. Further Assurance. Assignor shall execute and deliver all such further instruments of sale, transfer and conveyance and all such notices, releases, acquittances and other documents as may be necessary more fully to assign and convey to and vest in Assignee the Lease. Assignee shall duly execute and deliver all such further instruments of assumption or further assurance as may be necessary more fully to perfect in Assignee the Lease.

5. Successors and Assigns. All terms and provisions of this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.




IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

THOMAS M. TAYLOR & CO.

By: 

Its Vice President

  
Thomas M. Taylor

NANTUCKET MEMORIAL AIRPORT COMMISSION

By: 

Its Chairman

EXHIBIT A  
LEASE AGREEMENT

LESSEE NAME: THOMAS M. TAYLOR & CO.  
 ADDRESS: 201 Main Street, Suite 3300 PHONE: 817-390-8673  
 Ft. Worth, Texas 76102 FAX: 817-820-1654

SPACE: North Ramp INTENDED USE: Noncommercial  
 (see Exhibit "B") Aircraft Storage,

LOCATION: Old South Road SIZE: 46,840± (SQ. FT.)

RENT PAYABLE ANNUALLY: \$16,394.00 initially, (to be reduced to \$9,542.00, for landscaping/taxiway construction improvements) plus an amount in lieu of taxes.

SECURITY DEPOSIT: \$2,445.48

STARTING DATE: 10/1/98

ENDING DATE: 9/30/18

This Agreement, made this first day of October, 1998, between the Nantucket Memorial Airport Commission, hereinafter called "LESSOR" and "LESSEE", named above hereinafter called "LESSEE".

In consideration of the mutual covenants and agreements hereinafter set forth, LESSOR and LESSEE agree as follows;

1. **SPACE:** LESSOR agrees to lease to LESSEE the above space (the "Premises") at LESSOR'S facility known as Nantucket Memorial Airport (the "Airport"), all on the terms and subject to the conditions of this Agreement.

2. **ADDITIONAL TERMS OF THIS LEASE IN EXHIBIT A:** Set forth in Exhibit A attached hereto, entitled "LEASE AGREEMENT: ADDITIONAL TERMS" are additional provisions. These provisions and other set out in Exhibit A, are considered to be a part of this Agreement.

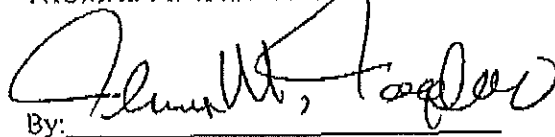
3. **TERM:** The term of this Agreement shall be for a period of up to twenty (20) years with one (1) ten (10) year option, commencing on the starting date above, subject to Exhibit A.

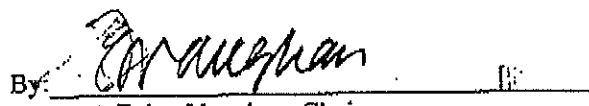
4. **RENT:** For use of the Premises, LESSEE shall pay LESSOR its rent annually the sum stated above in the amounts and at the times more particularly set forth in Article 3 of Exhibit A attached hereto. Payment shall be made at LESSOR'S office located at the Airport. LESSEE shall also be responsible for all reasonable and uniformly applied Airport fees determined annually by LESSOR.

IN WITNESS WHEREOF, each party signed and sealed this Agreement.

THOMAS M. TAYLOR & CO.

NANTUCKET MEMORIAL AIRPORT  
COMMISSION

By: 

By: 

Thomas M. Taylor

E. Foley Vaughan, Chairman



**EXHIBIT "A"****LEASE AGREEMENT ADDITIONAL TERMS**

This Lease Agreement made this first day of October, 1998, in the Town of Nantucket, Commonwealth of Massachusetts, by and between the Town of Nantucket acting by and through the NANTUCKET AIRPORT COMMISSION, an agency duly created by the Town of Nantucket, pursuant, to the powers contained in Massachusetts General Laws, Ch. 90, Sec. 51 D, hereinafter called the Lessor, and THOMAS M. TAYLOR & CO., hereinafter called the Lessee, and the Lessee hereby leases the Premises described below in accordance with the following terms and conditions.

**ARTICLE ONE**

**Premises:** The premises pursuant to this lease are situated in Nantucket, Nantucket County, Massachusetts, contain approximately 46,840 square feet, located at the Nantucket Memorial Airport as more completely depicted on Exhibit "B", attached hereto and made a part hereof.

**Taxiway Improvement:** It is agreed between the Lessor and Lessee that, at the Lessee's sole expense, a taxiway to the premises will be constructed/reconstructed from the edge of the North Ramp to the leased premises as shown in Exhibit "C". This taxiway will be no less than twenty-eight (28) feet wide and of a strength to support no less than twelve thousand five hundred (12,500) pounds, as determined by a Massachusetts registered professional engineer. This taxiway, upon meeting the above specifications, will become the property of the Lessor.

**Landscaping Improvement:** It is further agreed between the Lessor and Lessee that, at the sole expense of the Lessee, the berm along Old South Road will be improved by providing additional height, vegetation and irrigation, as shown in Exhibit "D".

The Lessee shall be solely responsible for obtaining all building permits, licenses and approvals required by federal, state or local law, and present a copy to the Airport office for the file. Wherever approval of the Lessor is required hereunder, such approval will not be unreasonably withheld.

**Berm Landscaping:** The Lessee will make improvements to the landscaping of the berm along Old South Road to shield the view of the Lessee's hangar from Nobadeer Farm Road pursuant to the specifications set forth on Exhibit "D" attached hereto.

**ARTICLE TWO**

**Term:** The term of this lease shall be for a period of twenty (20) years, commencing on October 1, 1998 and ending on September 30, 2018.

Lessee may extend the term of the Lease for an additional 10-year period, to expire on September 30, 2028, provided Lessee gives Lessor written notice thereof on or before July 31, 2018.

If, after the termination of this agreement Lessee shall remain in possession without any express written agreement as to such holding over, Lessee shall be deemed to be a tenant from day to day at a daily rental rate as established by Lessor, which shall not exceed one hundred twenty-five percent (125%) of the equivalent daily rental rate paid by Lessee under the then-expiring term of the Lease, and all other provisions of this Agreement shall continue to be operative.

### ARTICLE THREE

**Rent:** Lessee shall pay to the Lessor, during the term hereof, the sum of \$16,394.00 annually, as base rent, less a credit as stated below, equaling \$6,852.00 per year. The adjusted annual rent of \$9,542.00 will be paid in quarterly, annual installments of ~~\$2,385.50~~ each on the first day of August, November, February and May, throughout the term of the Lease. The annual rent is based on thirty-five cents per square foot per year for the 46,840+ square feet of the Leased Premises. In addition to the basic rent set forth above, the Lessee shall pay annually, as additional rent, an amount equal to the municipal taxes which would have been levied by the Town of Nantucket on the leased premises and improvements constructed upon the leased premises by Lessee for that tax year. The Lessor will bill the Lessee for this amount annually and the payment will be due within 15 days thereafter.

The Lessor will apply a credit for \$90,272.00 (\$73,760.00 in paving cost and \$16,512 in landscaping). Applying a 6.5% interest rate to the \$90,272.00 for a thirty-year period produces an annual credit of \$6,852.00.

**Rent Review:** Every five years, commencing on the fifth anniversary of the date of this Lease the Lessor shall have the right to review and revise the amount of the rent to be paid hereunder, by giving notice thereof to the Lessee in writing on or before the applicable Rent Review Dates of 10/1/2003, 10/1/2008, 10/1/2013, provided, however, that any increase in rent shall not exceed the percentage increase of the compounded annual consumer price index, known as the CPI-W, as established and published by the Bureau of Labor Statistics, Washington, D.C. (or its successor agency) for the five-year period, which ended on December 31 last prior to the Rent Review Date in question.

### ARTICLE FOUR

**Additional Charges:** Lessee shall pay to Lessor as additional rent such charges and fees as shall be reasonably established by Lessor from time to time during the term hereof. Such charges and fees shall be consistent with the usual charges established by Lessor for all organizations operating comparable or similar businesses at the Airport.

Lessee will be responsible for bringing to the site and for making all connection to public utilities. All connection charges will be paid for by the Lessee.

### ARTICLE FIVE

**Use of Premises:** The Lessee shall use the premises solely as a private hangar for the storage of aircraft and activities necessary and incidental thereto, and any other use Lessee deems reasonably appropriate so long as such use does not interfere with Airport operations or violate any other provisions of this Lease. Any additional activities must be approved by the Airport Commission in writing, which approval shall not be unreasonably withheld. Conducting a commercial operation is expressly excluded from the terms of this lease. Lessor also hereby grants to Lessee a non-exclusive easement upon, over, and across the Airport taxiways and landing strips for uses consistent therewith.

### ARTICLE SIX

**Liens and Alterations:** Lessee shall keep the premises free and clear of any and all mechanic's and materialmen's liens asserted by parties claiming by, through, or under Lessee, including any alterations, improvements, or repairs or additions which Lessee may make or permit or cause to be made, or construction by, for, or permitted by Lessee with respect to the premises of Lessee. Any and all liens or encumbrances on the property are wholly and expressly subordinate to the rights of Lessor hereunder.

Lessee shall not make any major exterior alterations or additions to the premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

#### ARTICLE SEVEN

**Assignment-Subletting:** Lessee shall not assign this Lease nor sublet any portion of the Premises without, in each instance, having first obtained the prior written consent of Lessor, which consent shall not be unreasonably withheld. Any assignment or sublease consent shall be void unless the assignee or sublessee acknowledges in writing that it will be bound by and subject to the terms of this Agreement. No permitted assignment or subletting shall in any way impair the continuing primary liability of the Lessee hereunder and no consent by the Lessor in a particular instance shall be deemed to be a waiver of the obligation to obtain the Lessor's consent in a subsequent instance; provided, however Lessee shall be released from its obligations hereunder if the proposed assignee has a net worth, at the time of the proposed assignment, in excess of three million dollars (\$3,000,000.00).

Notwithstanding anything to the contrary contained in the Lease, Lessor expressly agrees that Lessee shall have the right, from time to time, to sublet all or a portion of the hangar area to third parties and retain any rental income therefrom, provided Lessee may not hold himself/herself out for business nor advertise the availability of the hangar and any sublessee shall be bound by the same restriction as those against Lessee in the Lease.

#### ARTICLE EIGHT

**General Use of Airport and Facilities:** Lessee shall have the right to operate in the manner authorized by proper governmental authority and agencies, and shall have the following specific rights and privileges:

1. The Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property as described in the Lease Agreement, together with the right to cause in said airspace such sound as may be inherent in the operation of aircraft, now known or hereafter used for the navigation of or flight in said airspace, together with the emission of fumes or particles incidental to aircraft navigation, and for the use of said airspace for the landing on, taking off from or operating on Nantucket Memorial Airport.

2. The Lessee expressly agrees for itself, its successors and assigns to prevent the use of the premises for purposes which will create or result in hazards to flight such as, but not limited to, purposes which will (a) produce electrical interference with radio communications, (b) make it difficult for pilots to distinguish between airport lights and others, (c) project glare in the eyes of the pilots, (d) impair visibility in the vicinity of the airport, or (3) otherwise endanger the landing, take-off or maneuvering of aircraft.

3. The Lessor retains the continuing right in the subject property to prevent the erection or growth of any building, structure, tree, or other objects extending in to the airspace (above 27 feet above ground level and to remove from said airspace, at the Lessee's expense or at the sole option of the Lessor, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other object now upon, or which in the future may be upon the property together with the right of ingress to, passage over, and egress from Lessee's property for the above purposes.

4. The Lessee expressly agrees for itself, its successors and assigns, that the reservations and restrictions set forth in this instrument shall run with the land which shall be the servient tenement, it

being intended that the lands now and hereafter comprising the Airport shall be the dominant tenement; excepting, however, that such reservations and restrictions shall become void and of no force and effect on such date as the lands comprised in the aforesaid Airport shall cease to be used for Airport purposes.

5. It is mutually understood and agreed by the parties hereto that nothing contained in this Agreement shall be construed as granting or as authorizing the granting of an exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958.

#### ARTICLE NINE

Additional Rules Terms and Conditions: Lessee shall observe and obey all rules and regulations promulgated from time to time by Lessor, the Federal Aviation Administration and the Massachusetts Aeronautics Commission, governing the safe conduct and efficient operation of the Airport and its facilities. Lessor agrees that any such rules and regulations shall not be inconsistent with any rules and regulations of the Federal Aviation Administration, Massachusetts Aeronautics Commission or other government authority. Lessee further agrees to comply with all fire fighting and safety equipment requirements consistent with the nature of the premises and to comply with local codes and fire regulations of the town of Nantucket

Lessee covenants and agrees that it will not permit any placard or sign to be placed upon the premises or approaches thereto except in such place or manner as shall have first been approved in writing by Lessor, such approval not to be unreasonably withheld or delayed; that it will not place or allow to be placed on the premises any goods, wares, merchandise, substance, materials, article or thing which is deemed hazardous under the Dept. of Environmental Protection regulations or fire laws or whereby any insurance would be either impossible to obtain or premiums increased.

The Lessee will maintain the Premises and any structures erected thereon in good condition and repair, including painting the exterior of the building to prevent rusting or deterioration of any portions thereof; shrubbery, plantings and lighting will also be maintained. Any visible damage or defacement to the building, windows, or appurtenances will be corrected by the Lessee as quickly as reasonably possible to prevent a continuing condition of apparent disrepair or Lessee will remove the damaged remains from the Premises, and any replacement structure will be subject to the same terms and conditions as the original structure. The Lessee will not make or suffer any unlawful, improper, or offensive use of the Premises, or permit any use that shall be liable to endanger, affect, or make voidable any insurance on the Premises, or the building or any of its contents, or to increase the cost of any such insurance. Lessee covenants and agrees that the Premises shall not be used for any objectionable, unlawful purpose, or for any purpose which will constitute a nuisance; that it will permit Lessor's management to enter the Premises at all reasonable times, upon reasonable prior notice to Lessee for the purpose of inspecting the same.

The considerate operation of a jet aircraft shall not constitute a violation of any of the foregoing covenants and restrictions.

Lessee shall supply at its own expense a receptacle suitable for the disposal of refuse and shall be responsible for the disposal of all refuse. Lessee shall not permit any refuse to accumulate so as to constitute a fire or health hazard within the premises. If Lessee fails or neglects to keep the premises and area herein described in a clean and sanitary condition at all times, Lessor shall have the right, without any obligation to do so, to enter upon the premises and put them in a clean and sanitary condition in the event that Lessee fails to do so within twenty-four (24) hours after notice of any such condition. In the

event the Lessee fails to comply with any such notice and Lessor acts to clean the premises, Lessee shall reimburse Lessor for all cost and expense incurred by Lessor to clean the premises.

#### ARTICLE TEN

THE LESSEE SHALL DEPOSIT WITH THE LESSOR CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE MATERIALLY CHANGED, ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.

**ADDITIONAL INSURED:** All certificates will indicate the "Town of Nantucket Nantucket Memorial Airport (Lessor)" as an additional insured.

**Indemnification.** Lessee shall indemnify and hold harmless the Lessor, its Commissioners, Officers, agents and employees from all claims and demands of third persons, including employees of the Lessee and the Lessor, but not limited to those for death, for bodily injuries, or for property damage arising out the activities of the Lessee under this agreement or out of any of the acts or omissions of the Lessee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons doing business with it where such acts or omissions are on the leasehold premises or arising out of any acts or omissions of the Lessee, employees, agents and representatives where such acts or omissions are elsewhere on the facility known as the Nantucket Memorial Airport.

**Lessee's Liability Insurance.** The Lessee shall maintain, with respect to the leased premises and the property of which the leased premises are a part, comprehensive public liability insurance, in the amount of \$1,000,000, with property damage insurance in limits of \$500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the Lessor as well as Lessee against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

**Automobile Insurance.** The Lessee shall procure and keep in force, a policy of comprehensive automobile liability insurance in a combined single limit of not less than \$300,000, including owned, hired and nonowned vehicles,

The companies providing the insurance herein shall be authorized to do business in the Commonwealth of Massachusetts. Lessee shall not amend insurance policies in a manner that would materially limit the scopes or amounts of such coverage requirements without the prior written consent of Lessor, which consent shall not be unreasonably withheld, delayed, or conditioned. Lessor may request from time to time reasonable increases in such limits.

#### ARTICLE ELEVEN

**Construction and Development:** Lessee recognizes that from time to time during the term of this lease it may be necessary for Lessor to initiate and carry forward programs of construction, expansion, maintenance and repair, and that such construction, expansion, maintenance and repair or relocation to an equal or better location may temporarily inconvenience or temporarily interrupt Lessee in its operations at the Airport. Lessee agrees that no liability shall be attached to Lessor, its agents or

employees by reason of such relocation, temporary inconvenience or temporary interruption, so long as Lessor has made reasonable efforts to mitigate the effect of such work on the Lessee, and Lessee waives any right or claim to damages or other consideration therefor, except for reasonable and proportionate rental abatement in the event the premises may not be used during any such period of time, or, in the alternative, the cost of the relocating the Lessee to an alternative location. Notwithstanding anything to the contrary set forth above, if any construction, expansion, maintenance or repair conducted by or on behalf of Lessor interrupts Lessee's operations at the Airport for a period of four (4) months or longer, Lessee shall have the right, at its option and upon written notice to Lessor, to terminate this Lease, whereupon neither party shall have any further rights or obligations hereunder.

#### ARTICLE TWELVE

**Default:** This lease is upon the further condition that, if Lessee shall neglect or fail to perform or observe any of Lessee's covenants herein, and such neglect or failure shall continue for a period of ten (10) days in case of nonpayment of money or otherwise for a period of twenty (20) days after written notice to Lessee, or the Lessee shall become unable to meet its obligations as they become due, or if a receiver is appointed for the Lessee, or if any assignment shall be made of Lessee's property for the benefit of creditors, then the Lessor shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the Lessee's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. If an event of a default is not susceptible to being cured within twenty (20) days, Lessee shall have such additional period of time reasonably necessary to cure such default if Lessee commences its curative response within such twenty (20) day period and expeditiously prosecutes the cure to completion. The Lessee shall indemnify the Lessor against all loss of rent and other payments, which the Lessor may incur by reason of such termination during the residue of the term. If the Lessee shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Lessee's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the Lessor, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Lessee. If the Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of one and one-half percent, per month (18% per annum) and costs, shall be paid to the Lessor by the Lessee as additional rent.

If Lessee shall be dispossessed therefrom by or under any authority other than Lessor, or if the Leasehold hereby created shall be taken on execution or by other process of law, or if any assignment or trust mortgage shall be made of Lessee's property for the benefit of creditors, or if a receiver or similar officer shall be appointed to take charge of all or any part of Lessee's property by a court of competent jurisdiction and shall not be discharged within thirty (30) days after his appointment, or if Lessee commits any act of bankruptcy or is adjudged a bankrupt, or if a petition is filed by Lessee under any insolvency or bankruptcy law, or if a petition is filed against Lessee under any insolvency or bankruptcy law and the same shall not be dismissed within thirty (30) days after the date upon which it is filed, then, and in any of said cases, Lessor lawfully may, immediately or at any time thereafter and without demand or notice, enter upon the same as Lessor's former estate and expel Lessee and those claiming through or under it and remove it and their effects, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants, and upon such entry this lease shall terminate.

#### ARTICLE THIRTEEN



**Miscellaneous:** Failure on the part of either Lessor or Lessee to complain of any action or omission on the part of the other, no matter how long the same may continue, shall never be deemed to be a waiver by Lessor or Lessee of any of its rights hereunder. Nor shall any waiver (expressed or implied) at any time of any of the provisions hereof by Lessor or Lessee be construed as a waiver of any of the other provisions hereunder, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of assignment or subletting or any other action by Lessee requiring the Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any other assignment or subletting or to any subsequent similar act by Lessee; nor shall Lessee's consent or approval to or of any action by Lessor be deemed to waive or render unnecessary any required consent or approval to or of any subsequent action.

If any term or provision of this lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law. It is hereby declared as the intention of Lessor and Lessee that they would have provided for such application to other persons and circumstances without including therein the term or provision or application thereof hereafter declared invalid or unenforceable.

#### ARTICLE FOURTEEN

**Quiet Enjoyment:** Lessor agrees that, on payment of the rentals herein provided for and the performance of the covenants and agreements on the part of the Lessee to be performed hereunder, Lessee shall peacefully have and enjoy the leased premises, rights and facilities herein granted.

#### ARTICLE FIFTEEN

**Termination of Lease:** Subject to the provisions hereof, upon the expiration or earlier termination of this Lease, the Lessee shall have the obligation, at its expense, to dismantle and remove the structures it has constructed upon the Premises and shall have the obligation to remove and dispose of any hazardous wastes deposited thereon by the Lessee. Such removal and restoration shall be commenced only after written notice is given to the Lessor and shall be completed within 45 days; provided, however, that if, upon receipt of such notice, the Lessor determines that Lessee is in default of any provision hereof Lessor, in its discretion may elect by written notice to instruct the Lessee not to remove the improvements, or any part thereof, and may take possession thereof as security for the performance of the terms hereof. Notwithstanding Lessor's election to take possession of the improvements, Lessee shall continue to be obligated to restore the Premises as aforesaid.

In the event of the Lessee's failure to remove any of Lessee's property from the premises, Lessor is hereby authorized, without liability to Lessee for loss or damage thereto, and at the sole risk of Lessee, to remove and store any of the property at Lessee's expense, or to retain same.

Ninety days prior to the conclusion of the lease term, Lessee is required to perform a 21-E Study. The Tenant shall provide assurances that the property is in proper compliance with the remediation waste management provisions in the MA Contingency Plan (310 CMR 40.00), the MA Hazardous Waste Regulations (310 CMR 30.252(2)), and the MA Oil and Hazardous Materials Release Prevention and Response Act (MGL Chapt. 21 E Redesign Legislation, Chapt. 133 of the Acts of 1992), and any amendments thereto. The Lessee will further provide the Lessor with written affirmation of each study.

#### ARTICLE SIXTEEN

### Title Six Assurances:

A. The Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

B. The Lessee for himself, his personal representatives, successors in interest, and assigns, as apart of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities. (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Nantucket Memorial Airport shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.


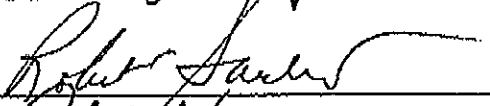

### ARTICLE SEVENTEEN

Notices: Unless otherwise specified herein, all notices, by either party to the other provided for in this lease shall be in writing and shall be sent by registered or certified mail, address to the Lessee at the address as shown on Lease Agreement and when addressed to the Lessor, shall be to the Airport Manager, Nantucket Memorial Airport, 30 May Lane, Nantucket, MA 02554, or to such other address as may be designated by either party to the other by like notice and the date on which said notice is deposited in a United States Post Office, postage prepaid, shall be the date of the giving of such notice.

This lease is to be construed as a Massachusetts contract, sets forth the entire contract between the parties, and may be canceled, modified or amended only by a written instrument executed by both Lessor and Lessee.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease Agreement to be executed as of the day and year first above written.


NANTUCKET MEMORIAL AIRPORT  
COMMISSION

By:   
  


THOMAS M. TAYLOR & CO.

By:   
Thomas M. Taylor

APPROVED AS TO FORM:

  
(Airport Counsel)

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**SUPPLEMENTAL AGREEMENT NO. 1**

**TO THE**

**OTHER TRANSACTION AGREEMENT (OTA)**

**BETWEEN THE**

**FEDERAL AVIATION ADMINISTRATION (FAA)**

**AND**

**NANTUCKET MEMORIAL AIRPORT COMMISSION (Authority)**

This Supplemental Agreement to OTA number DTFAWA-08-A-00005 is entered into by and between the Federal Aviation Administration, (FAA) an agency of the United States of America, and the Nantucket Memorial Airport Commission (Authority).

Whereas, OTA number DTFAWA-08-A-00005, dated September 23, 2008, provided federal funding for the design, construction, environmental assessment and remediation efforts, and ATCT siting activities related to the existing ATCT and the construction of a proposed ATCT construction; and,

November 2008 – Terminal Facilities Planning initiated a Requirements Document workbook – assuming routine ATCT replacement would occur. Terminal Facilities Planning waited on an approved Airport Layout Plan (ALP) which would show parallel taxiway changes and a Runway 33 extension. The ALP was required in order to start the siting studies; and

March 2, 2009 – Airway Facilities Tower Integration Laboratory (AFTIL) 1 scheduled - AFTIL eliminated five of the seven potential ATCT sites; two sites remained. The authorities were dissatisfied with the two remaining sites and wanted to get back together to reevaluate the five sites that were eliminated. Airport Authority was looking at how to do this again with the least amount of cost, since they are paying for this from the OTA; and

Sep 24, 2009 – AFTIL 2 was completed and recommended another potential site (8); and

January – April 2010 – Discussions continued between FAA and Authority, three preferred sites were identified – Site 1 – failed to meet airspace criteria (disqualified); Site 2 – met Authority's desire but not preferred by FAA; Site 8 – met FAA criteria, but Authority withdrew this site; and

June 14, 2010 the Airport Manager requested the FAA to evaluate if refurbishment of the existing ATCT was a possibility; and

July 2010 – FAA determined that a business case investment analysis would be required and initiated Jacob’s Engineering Studies of the existing facility; and

January 2011 – FAA initiated Investment Analysis to capture issues, identify alternatives, and respond to the Authority’s request of June 2010; and

October 2011 – FAA approves Analysis Scope identifying alternatives to sustain, modernize or replace the ATCT; and

December 2011 – FAA Management Executives briefed on the Siting Study (report had been completed by the Authority). FAA would not approve Siting Study results. In addition it was determined that if a new ATCT was constructed at Site 2, the Authority’s cost would increase \$7M to \$10M, substantially above what was approved in the OTA; and

June 26, 2012, FAA and the Airport held discussions concerning siting report issues which resulted in a plan to further alternative solutions, including but not limited to, Airport Layout Plan changes, modernization planning, and/or potential selection of another site which better met FAA requirements; and

July 2, 2012 – Business Case approved – FAA recommended through a subsequent business case investment analysis that the preferred alternative is to perform significant modernization of the existing tower, including tower cab elevation. FAA began pursuing updating the OTA to allow modernization to proceed; and

November 2012 – FAA ANE Regional Administrator and other LOB managers initiated discussions for a one FAA approach to address the Authority’s requirements, examine ALP changes, modernize tower, etc. Authority had been considering other ALP changes at the Airport which may impact previous work performed; and

January 2013 – FAA met again with Authority – with one agency approach to the Airport’s needs.

Whereas for modernization to proceed, a Supplemental Agreement 1 is required to capture remaining work requirements and initiate modernization studies, and designs, to meet FAA requirements:

**NOW THEREFORE**, the parties agree to the following changes to OTA number DTFAWA-08-A-00005:

**ARTICLE 2. SCOPE** is amended by deleting paragraph a, changing paragraph c.1, changing paragraph d.1, deleting paragraph d.4, changing paragraph d.5 and adding paragraphs d.(8-14)

**c. Management of the project**

1. The authority will manage the ATCT modernization design and construction. The final approval of the design will be by the FAA. The Authority shall design the ATCT modernization in accordance with FAA Order JO 6480.7E Airport Traffic Control Tower (ATCT) and Terminal Radar Approach Control (TRACON) Design Policy.

**d. Roles and Responsibilities:**

1. The Authority shall design and fully modernized existing ATCT to house FAA Air Traffic Control operations and administrative support functions. The ATCT and all improvements shall be owned, operated and maintained by the Authority. Maintenance of the ATCT Facility and such other improvements and equipment at all times shall comply with any and all maintenance guidelines set forth by any and all applicable statutes, regulations, FAA Advisory Circulars, standards and Orders.
4. Delete in its entirety.
5. It is understood at the onset by all parties that the design used to modernize this ATCT is based on the facility being staffed by FAA personnel.
8. The Authority agrees to develop a revised Airport Layout Plan/Master Plan (ALP) and determine if the current ATCT height is a restriction to planned future development of the Airport. The Authority agrees to report its findings to the FAA about the ATCT height determination.
9. As a result of this determination, the Authority shall provide the following: A proposal for a complete Modernization project that will address all identified facility deficiencies without raising the ATCT cab floor. It is understood that the funds originally obligated under OTA number DTFWA-08-A-00005 will be available for this purpose.
10. The Authority agrees to submit its designs for modernization to the FAA for approval. The Authority will incorporate changes proposed from each FAA submittal to ensure FAA requirements and specifications are met.
11. FAA agrees to review the modernization designs and provide feedback to the Authority. Once FAA has approved the designs, FAA will provide periodic on-site oversight as necessary during the construction phases to ensure construction requirements are met. The FAA Engineering Support will approve the modernization plans. The Authority will provide FAA unlimited access for onsite inspections of contractors' work.
12. The Authority agrees to cover the cost of a Mobile Air Traffic Control Tower (MATCT) during the modernization project. A reimbursable agreement shall be established with the FAA for the establishment, operation and final removal of the MATCT. The funding identified in ARTICLE 9 will be used for this reimbursable.
13. The Authority agrees to provide the FAA, at a minimum, three sites from which to choose a location for the MATCT.
14. The FAA siting will be in accordance with FAA Order JO 7110.315, Mobile Airport Traffic Control Tower Siting Order.

**ARTICLE 3 – EFFECTIVE DATE AND TERM** is amended as follows:

This Supplemental Agreement is effective upon execution by both parties. This Supplemental Agreement will remain in effect until September 30, 2019, or until the Agreement is concluded in accordance with Article 14, unless terminated earlier by the parties as provided herein.

**ARTICLE 4 – SCHEDULE** is amended with the following:

The Authority agrees to fulfill the responsibilities stated in Article 2 of this Agreement, new paragraphs d. 8-14 for the ATCT within 540 days from the effective date of this Supplemental Agreement.

The Authority agrees that all work associated with the ATCT modernization shall be complete within three (3) years from the effective date of this Supplemental Agreement, subject to obtaining timely approval: (a) by the FAA of its modernization plans, Airport Layout Plan and air space determination; (b) by other federal agencies of permits and plans required for construction; (c) by State/Municipal agency permits required for design and construction of the ATCT; and (d) of all applicable environmental documents.

The Authority agrees to use its best efforts to obtain timely FAA and other federal approvals and other required County and State approvals. However, unreasonable or unforeseen failure or delay by the FAA or other federal agencies to issue approvals or permits will be considered an excusable delay. Further, delays caused by litigation or bid protests or other circumstances beyond the control of the Authority will be considered excusable. Such excusable delay will entitle the Authority to an extension of the 3-year completion schedule and will not be considered a breach of this Agreement.

**ARTICLE 5 REPORTING REQUIREMENTS** is hereby amended to:

The Authority will provide the FAA with a written progress report every quarter regarding (1) the progress of the Authority in obtaining all necessary funding to complete the modernization of the ATCT, (2) status of the design, modernization and environmental efforts, (3) the efforts of the Authority in the award of the ATCT modernization contract, (4) the efforts of the Authority in training personnel for maintenance of the ATCT, and (5) the status of funds received, spent and remaining.

**ARTICLE 8 - POINTS OF CONTACT** is hereby replaced in its entirety with the following:

**FAA Parties**

**For the FAA regarding this Agreement:**

Name: Donald L. Richardson, Sr., AAQ-230  
Contracting Officer  
Terminal & En Route Contracts Group  
[donald.richardson@faa.gov](mailto:donald.richardson@faa.gov)

Phone: 202-385-8415

Address: Federal Aviation Administration  
600 Independence Avenue S.W.  
FOB10B, 4W41HS  
Washington, DC 20591

**For the Federal Aviation Administration regarding overall project lead:**

Name: Alex Silva  
Terminal Planning Eastern Service Area Lead

Phone: 202-267-6090  
Address: Federal Aviation Administration  
800 Independence Avenue S.W.  
FOB 10A, 7W-133  
Washington, DC 20591

**For the Federal Aviation Administration regarding overall technical and project implementation:**

Name: Bill Price  
Program Implementation Manager

Phone: 404-389-8213  
Address: Federal Aviation Administration  
Southern Regional Headquarters  
ATO-T-Planning  
1500 Centre Parkway.  
East Point, GA 30344

**Non-FAA Party:**

**For the Authority:**

**Lead Contact regarding this agreement:**

Name: Daniel W. Drake  
Chairman, Nantucket Memorial Airport Commission

Phone: 508-325-7753  
Address: Nantucket Memorial Airport  
32 Warren's Landing Road  
P.O. Box 194  
Nantucket, MA 02554



**For the Airport:**

Name: Thomas M. Rafter  
Manager, Nantucket Memorial Airport

Phone: 508-325-5304  
Address: Nantucket Memorial Airport  
14 Airport Rd  
Nantucket Ma 02554

**ARTICLE 9. FUNDING AND PAYMENTS** is amended as follows.

- a. The total not to exceed cost for this agreement is \$4,375,000. Minus the cost of the two AFTILs, \$420,000. Available balance of funding is \$3,955,000. The Authority will enter into a separate reimbursable agreement for the FAA purchase and installation of telecommunications circuits, lines and equipment and related work, and for other FAA-provided equipment. The reimbursable shall also include the cost associated with the Mobile ATCT, design support, and on site construction support as well as FAA equipment relocation and installation. A detailed estimate will be provided within 30 day of the signing of this agreement. FAA reserves the right to modify this amount after the requirements are fully defined during the ATCT modernization design process.
- b. Delete in its entirety.
- c. Within 3 months from the execution date of the Agreement, the Authority will submit a project budget plan to the FAA for review. The plan should address (a) the completion of the tower modernization, (b) a plan for maintenance of the ATCT, and (c) a detailed project schedule. The project schedule shall be coordinated with the Terminal Planning Account Manager and include mutually agreed upon tasks for the Authority as well as the FAA to perform. Project tasks will in no way, change or contradict this agreement.
- d. The Authority will notify the FAA when the following milestones occur: (a) Award of A&E Contract, (b) Project Planning Document Complete, (c) Final Design Documents Complete, (d) Award Construction Contract, (e) Control Cab ready for Operation, and (f) Construction complete.
- f. Any payment is subject to the total NTE and shall not obligate the FAA to pay any amount in excess of \$4,375,000.

**ARTICLE 10 LIMITATION OF FUNDS is amended as follows:**

The Government's liability to the Authority is limited to \$4,375,000 as set forth in ARTICLE 9, including written modification to this Agreement.

**ARTICLE 25. OTHER TERMS AND CONDITIONS is hereby inserted with the following:**

All other terms and conditions of OTA number DTFAWA-08-A-00005 remain unchanged and in full force and effect.

**AGREED:**

**Nantucket Memorial Airport Commission**

**Federal Aviation Administration**

\_\_\_\_\_  
Official: Daniel W. Drake  
Title: Chairman

\_\_\_\_\_  
Donald L. Richardson, Sr.  
Contracting Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_



DEVAL L. PATRICK, GOVERNOR  
 TIMOTHY P. MURRAY, LT. GOVERNOR  
 JEFFREY B. MULLAN, SECRETARY & CEO  
 CHRISTOPHER WILLENBORG, ADMINISTRATOR



APPLICATION FOR ASSISTANCE

<b>1 DATE SUBMITTED</b>	January 2014	<b>AIRPORT:</b>	Nantucket Memorial Airport
<input checked="" type="checkbox"/> APPLICATION	<input checked="" type="checkbox"/> CONSTRUCTION	<b>CITY:</b>	Nantucket
<input type="checkbox"/> PREAPPLICATION	<input type="checkbox"/> PLANNING	<input checked="" type="checkbox"/> PUBLIC	<input type="checkbox"/> PRIVATE
<b>MASSACHUSETTS AIRPORT SYSTEM PLAN (MASP) AIRPORT RANKING</b>			
<b>AIRPORT CONSULTANT</b>	Jacobs Engineering Group, Inc.		
<b>CONGRESSIONAL DISTRICT</b>	9th		

<b>2 PROJECT TITLE</b>
Purchase Brush Hog Mower and Tractor
<b>PROJECT DESCRIPTION</b>
The Nantucket Memorial Airport desires to purchase a new Brush Hog Mower and Tractor as a replacement for the current mower. The existing mower has reached the end of its mechanical life and would require significant maintenance to perform grass cutting duties. A new brush hog mower and tractor would cut grass more efficiently than the current mower and would reduce peripheral costs associated with maintaining the aging mower.
<b>ATTACH 8 1/2" X 11" SKETCH SHOWING THE LOCATION OF THE PROJECT</b>

<b>3 PROJECT COST BREAKDOWN</b>				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
ENGINEERING	\$0.00	\$0.00	\$0.00	\$0.00
CONSTRUCTION	\$0.00	\$0.00	\$0.00	\$0.00
EQUIPMENT	\$0.00	\$70,000.00	\$0.00	\$70,000.00
OTHER	\$0.00	\$0.00	\$0.00	\$0.00
ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL PROJECT COST</b>	<b>\$0.00</b>	<b>\$70,000.00</b>	<b>\$0.00</b>	<b>\$70,000.00</b>

<b>4 PROJECT FUNDING BREAKDOWN</b>				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
FAA SHARE	\$0.00			\$0.00
STATE SHARE 80.0%	\$0.00	\$56,000.00		\$56,000.00
LOCAL SHARE 20.0%	\$0.00	\$14,000.00	\$0.00	\$14,000.00
<b>TOTAL PROJECT COST</b>	<b>\$0.00</b>	<b>\$70,000.00</b>	<b>\$0.00</b>	<b>\$70,000.00</b>

<b>5 PROJECT SCHEDULE</b>	
<b>START DATE</b>	January 2014
<b>COMPLETION DATE</b>	June 2014

6 PROJECT COST EXPENDITURE SCHEDULE						
CALENDAR YEAR	FISCAL YEAR	MONTH	FAA	STATE	LOCAL	TOTAL
2014	2014	APR-JUN	\$0.00	\$56,000.00	\$14,000.00	\$70,000.00
<b>TOTAL:</b>			\$0.00	\$56,000.00	\$14,000.00	\$70,000.00

7 OTHER INFORMATION	YES	NO	N/A
IS PROJECT REFLECTED IN STATE IMPROVEMENT PROGRAM (CIP)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN FEDERAL CAPITAL IMPROVEMENT PROGRAM (CIP)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT MASTER PLAN (AMP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT LAYOUT PLAN (ALP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOES PROJECT CORRECT INSPECTION DEFICIENCY?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

8 SPONSOR CERTIFICATIONS	YES	NO	N/A
1 SPONSOR <del>WILL COMPLY</del> /HAS COMPLIED WITH THE MASSACHUSETTS GENERAL LAWS FOR THE PROCUREMENT OF GOODS AND SERVICES.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 SPONSOR <del>WILL OBTAIN</del> /HAS OBTAINED ALL ENVIRONMENTAL PERMITS FOR THE PROJECT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 SPONSOR WILL MEET/HAS MET M/W/DBE REQUIREMENTS FOR THE PROJECT. ENTER ANTICIPATED %M/W/DBE PARTICIPATION: 4.91%	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4 SPONSOR WILL ASSURE/HAS ASSURED THAT ALL NECESSARY SAFETY PRECAUTIONS HAVE BEEN TAKEN FOR CONSTRUCTION ON THE AIRPORT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 SPONSOR WILL NOTIFY/HAS NOTIFIED ALL AIRPORT USERS OF PROPOSED PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 SPONSOR <del>WILL HAVE</del> /DOES HAVE AVAILABLE FUNDS FOR LOCAL SHARE OF PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9 TITLE		DATE
AIRPORT CONSULTANT	<i>Stephen J. Vecchia</i>	1/16/14
AIRPORT MANAGER	<i>Thomas Rafter</i>	1/22/14
AIRPORT COMMISSION CHAIRMAN		
MASSDOT - AERONAUTICS DIVISION MANAGER OF AVIATION PLANNING		
MASSDOT - AERONAUTICS DIVISION MANAGER OF AVIATION ENGINEERING		
MASSDOT - AERONAUTICS DIVISION ADMINISTRATOR		

10 MASSDOT - AERONAUTICS DIVISION COMMENTS



DEVAL L. PATRICK, GOVERNOR  
 TIMOTHY P. MURRAY, LT. GOVERNOR  
 JEFFREY B. MULLAN, SECRETARY & CEO  
 CHRISTOPHER WILLENBORG, ADMINISTRATOR



APPLICATION FOR ASSISTANCE

<b>1 DATE SUBMITTED</b>	January 2014	<b>AIRPORT:</b>	Nantucket Memorial Airport
<input checked="" type="checkbox"/> APPLICATION	<input checked="" type="checkbox"/> CONSTRUCTION	<b>CITY:</b>	Nantucket
<input type="checkbox"/> PREAPPLICATION	<input type="checkbox"/> PLANNING	<input checked="" type="checkbox"/> PUBLIC	<input type="checkbox"/> PRIVATE
<b>MASSACHUSETTS AIRPORT SYSTEM PLAN (MASP) AIRPORT RANKING</b>			
<b>AIRPORT CONSULTANT</b>	Jacobs Engineering Group, Inc.		
<b>CONGRESSIONAL DISTRICT</b>	9th		

<b>2 PROJECT TITLE</b>
Purchase Skid Steer
<b>PROJECT DESCRIPTION</b>
The Nantucket Memorial Airport desires to purchase a new Skid Steer as a replacement for the current skid steer. The existing skid steer has reached the end of its mechanical life and would require significant maintenance to perform loading and clearing efforts.
<b>ATTACH 8 1/2" X 11" SKETCH SHOWING THE LOCATION OF THE PROJECT</b>

<b>3 PROJECT COST BREAKDOWN</b>				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
ENGINEERING	\$0.00	\$0.00	\$0.00	\$0.00
CONSTRUCTION	\$0.00	\$0.00	\$0.00	\$0.00
EQUIPMENT	\$0.00	\$68,150.00	\$0.00	\$68,150.00
OTHER	\$0.00	\$0.00	\$0.00	\$0.00
ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL PROJECT COST</b>	<b>\$0.00</b>	<b>\$68,150.00</b>	<b>\$0.00</b>	<b>\$68,150.00</b>

<b>4 PROJECT FUNDING BREAKDOWN</b>				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
FAA SHARE	\$0.00			\$0.00
STATE SHARE 80.0%	\$0.00	\$54,520.00		\$54,520.00
LOCAL SHARE 20.0%	\$0.00	\$13,630.00	\$0.00	\$13,630.00
<b>TOTAL PROJECT COST</b>	<b>\$0.00</b>	<b>\$68,150.00</b>	<b>\$0.00</b>	<b>\$68,150.00</b>

<b>5 PROJECT SCHEDULE</b>	
<b>START DATE</b>	January 2014
<b>COMPLETION DATE</b>	June 2014

6 PROJECT COST EXPENDITURE SCHEDULE						
CALENDAR YEAR	FISCAL YEAR	MONTH	FAA	STATE	LOCAL	TOTAL
2014	2014	APR-JUN	\$0.00	\$54,520.00	\$13,630.00	\$68,150.00
TOTAL:			\$0.00	\$54,520.00	\$13,630.00	\$68,150.00

7 OTHER INFORMATION	YES	NO	N/A
IS PROJECT REFLECTED IN STATE IMPROVEMENT PROGRAM (CIP)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN FEDERAL CAPITAL IMPROVEMENT PROGRAM (CIP)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT MASTER PLAN (AMP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT LAYOUT PLAN (ALP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOES PROJECT CORRECT INSPECTION DEFICIENCY?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

8 SPONSOR CERTIFICATIONS	YES	NO	N/A
1 SPONSOR <del>WILL COMPLY</del> /HAS COMPLIED WITH THE MASSACHUSETTS GENERAL LAWS FOR THE PROCUREMENT OF GOODS AND SERVICES.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 SPONSOR <del>WILL OBTAIN</del> /HAS OBTAINED ALL ENVIRONMENTAL PERMITS FOR THE PROJECT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 SPONSOR WILL MEET/HAS MET M/W/DBE REQUIREMENTS FOR THE PROJECT. ENTER ANTICIPATED %M/W/DBE PARTICIPATION: 4.91%	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4 SPONSOR WILL ASSURE/HAS ASSURED THAT ALL NECESSARY SAFETY PRECAUTIONS HAVE BEEN TAKEN FOR CONSTRUCTION ON THE AIRPORT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 SPONSOR <del>WILL NOTIFY</del> /HAS NOTIFIED ALL AIRPORT USERS OF PROPOSED PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 SPONSOR <del>WILL HAVE</del> /DOES HAVE AVAILABLE FUNDS FOR LOCAL SHARE OF PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9 TITLE		DATE
AIRPORT CONSULTANT	<i>Stephen J. Fecchia</i>	1/16/14
AIRPORT MANAGER	<i>Thomas Reister</i>	1/22/14
AIRPORT COMMISSION CHAIRMAN		
MASSDOT - AERONAUTICS DIVISION MANAGER OF AVIATION PLANNING		
MASSDOT - AERONAUTICS DIVISION MANAGER OF AVIATION ENGINEERING		
MASSDOT - AERONAUTICS DIVISION ADMINISTRATOR		

10 MASSDOT - AERONAUTICS DIVISION COMMENTS



DEVAL L. PATRICK, GOVERNOR  
 TIMOTHY P. MURRAY, LT. GOVERNOR  
 JEFFREY B. MULLAN, SECRETARY & CEO  
 CHRISTOPHER WILLENBORG, ADMINISTRATOR



APPLICATION FOR ASSISTANCE

<b>1 DATE SUBMITTED</b>	January 2014	<b>AIRPORT:</b>	Nantucket Memorial Airport
<input checked="" type="checkbox"/> APPLICATION		<input checked="" type="checkbox"/> CONSTRUCTION	<b>CITY:</b> Nantucket
<input type="checkbox"/> PREAPPLICATION		<input type="checkbox"/> PLANNING	<input checked="" type="checkbox"/> PUBLIC <input type="checkbox"/> PRIVATE
<b>MASSACHUSETTS AIRPORT SYSTEM PLAN (MASP) AIRPORT RANKING</b>			
<b>AIRPORT CONSULTANT</b>	Jacobs Engineering Group, Inc.		
<b>CONGRESSIONAL DISTRICT</b>	9th		

<b>2 PROJECT TITLE</b>	Purchase GPU (Ground Power Unit)
<b>PROJECT DESCRIPTION</b>	The Nantucket Memorial Airport desires to purchase a new Ground Power Unit (GPU) as a replacement for the current GPU. The existing GPU has reached the end of its mechanical life and a new GPU would be more efficient and reduce long-term maintenance costs.
<b>ATTACH 8 1/2" X 11" SKETCH SHOWING THE LOCATION OF THE PROJECT</b>	

<b>3 PROJECT COST BREAKDOWN</b>				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
ENGINEERING	\$0.00	\$0.00	\$0.00	\$0.00
CONSTRUCTION	\$0.00	\$0.00	\$0.00	\$0.00
EQUIPMENT	\$0.00	\$37,000.00	\$0.00	\$37,000.00
OTHER	\$0.00	\$0.00	\$0.00	\$0.00
ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL PROJECT COST</b>	<b>\$0.00</b>	<b>\$37,000.00</b>	<b>\$0.00</b>	<b>\$37,000.00</b>

<b>4 PROJECT FUNDING BREAKDOWN</b>				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
FAA SHARE	\$0.00			\$0.00
STATE SHARE 80.0%	\$0.00	\$29,600.00		\$29,600.00
LOCAL SHARE 20.0%	\$0.00	\$7,400.00	\$0.00	\$7,400.00
<b>TOTAL PROJECT COST</b>	<b>\$0.00</b>	<b>\$37,000.00</b>	<b>\$0.00</b>	<b>\$37,000.00</b>

<b>5 PROJECT SCHEDULE</b>	
<b>START DATE</b>	January 2014
<b>COMPLETION DATE</b>	June 2014

6 PROJECT COST EXPENDITURE SCHEDULE						
CALENDAR YEAR	FISCAL YEAR	MONTH	FAA	STATE	LOCAL	TOTAL
2014	2014	APR-JUN	\$0.00	\$29,600.00	\$7,400.00	\$37,000.00
<b>TOTAL:</b>			\$0.00	\$29,600.00	\$7,400.00	\$37,000.00

7 OTHER INFORMATION	YES	NO	N/A
IS PROJECT REFLECTED IN STATE IMPROVEMENT PROGRAM (CIP)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN FEDERAL CAPITAL IMPROVEMENT PROGRAM (CIP)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT MASTER PLAN (AMP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT LAYOUT PLAN (ALP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOES PROJECT CORRECT INSPECTION DEFICIENCY?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

8 SPONSOR CERTIFICATIONS	YES	NO	N/A
1 SPONSOR WILL COMPLY/HAS COMPLIED WITH THE MASSACHUSETTS GENERAL LAWS FOR THE PROCUREMENT OF GOODS AND SERVICES.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 SPONSOR WILL OBTAIN/HAS OBTAINED ALL ENVIRONMENTAL PERMITS FOR THE PROJECT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 SPONSOR WILL MEET/HAS MET M/W/DBE REQUIREMENTS FOR THE PROJECT. ENTER ANTICIPATED %M/W/DBE PARTICIPATION: 4.91%	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4 SPONSOR WILL ASSURE/HAS ASSURED THAT ALL NECESSARY SAFETY PRECAUTIONS HAVE BEEN TAKEN FOR CONSTRUCTION ON THE AIRPORT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 SPONSOR WILL NOTIFY/HAS NOTIFIED ALL AIRPORT USERS OF PROPOSED PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 SPONSOR WILL HAVE/DOES HAVE AVAILABLE FUNDS FOR LOCAL SHARE OF PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9 TITLE		DATE
AIRPORT CONSULTANT	<i>Stephen J. Fecchia</i>	1/16/14
AIRPORT MANAGER	<i>Thomas Rafferty</i>	1/22/14
AIRPORT COMMISSION CHAIRMAN		
MASSDOT - AERONAUTICS DIVISION MANAGER OF AVIATION PLANNING		
MASSDOT - AERONAUTICS DIVISION MANAGER OF AVIATION ENGINEERING		
MASSDOT - AERONAUTICS DIVISION ADMINISTRATOR		

10 MASSDOT - AERONAUTICS DIVISION COMMENTS





DEVAL L. PATRICK, GOVERNOR  
 TIMOTHY P. MURRAY, LT. GOVERNOR  
 JEFFREY B. MULLAN, SECRETARY & CEO  
 CHRISTOPHER WILLENBORG, ADMINISTRATOR



APPLICATION FOR ASSISTANCE

<b>1 DATE SUBMITTED</b>	January 2014	<b>AIRPORT:</b>	Nantucket Memorial Airport
<input checked="" type="checkbox"/> APPLICATION	<input checked="" type="checkbox"/> CONSTRUCTION	<b>CITY:</b>	Nantucket
<input type="checkbox"/> PREAPPLICATION	<input type="checkbox"/> PLANNING	<input checked="" type="checkbox"/> PUBLIC	<input type="checkbox"/> PRIVATE
<b>MASSACHUSETTS AIRPORT SYSTEM PLAN (MASP) AIRPORT RANKING</b>			
<b>AIRPORT CONSULTANT</b>	Jacobs Engineering Group, Inc.		
<b>CONGRESSIONAL DISTRICT</b>	9th		

<b>2 PROJECT TITLE</b>
Purchase Loader with Plow
<b>PROJECT DESCRIPTION</b>
The Nantucket Memorial Airport desires to purchase a new Loader with Plow as a replacement for the current loader with plow. The existing loader has reached the end of its mechanical life and would require significant maintenance to perform snow removal duties.
ATTACH 8 1/2" X 11" SKETCH SHOWING THE LOCATION OF THE PROJECT

<b>3 PROJECT COST BREAKDOWN</b>				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
ENGINEERING	\$0.00	\$0.00	\$0.00	\$0.00
CONSTRUCTION	\$0.00	\$0.00	\$0.00	\$0.00
EQUIPMENT	\$0.00	\$304,650.00	\$0.00	\$304,650.00
OTHER	\$0.00	\$0.00	\$0.00	\$0.00
ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL PROJECT COST</b>	<b>\$0.00</b>	<b>\$304,650.00</b>	<b>\$0.00</b>	<b>\$304,650.00</b>

<b>4 PROJECT FUNDING BREAKDOWN</b>				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
FAA SHARE	\$0.00			\$0.00
STATE SHARE 80.0%	\$0.00	\$243,720.00		\$243,720.00
LOCAL SHARE 20.0%	\$0.00	\$60,930.00	\$0.00	\$60,930.00
<b>TOTAL PROJECT COST</b>	<b>\$0.00</b>	<b>\$304,650.00</b>	<b>\$0.00</b>	<b>\$304,650.00</b>

<b>5 PROJECT SCHEDULE</b>	
<b>START DATE</b>	January 2014
<b>COMPLETION DATE</b>	June 2014

6 PROJECT COST EXPENDITURE SCHEDULE						
CALENDAR YEAR	FISCAL YEAR	MONTH	FAA	STATE	LOCAL	TOTAL
2014	2014	APR-JUN	\$0.00	\$243,720.00	\$60,930.00	\$304,650.00
<b>TOTAL:</b>			\$0.00	\$43,720.00	\$60,930.00	\$304,650.00

7 OTHER INFORMATION	YES	NO	N/A
IS PROJECT REFLECTED IN STATE IMPROVEMENT PROGRAM (CIP)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN FEDERAL CAPITAL IMPROVEMENT PROGRAM (CIP)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT MASTER PLAN (AMP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT LAYOUT PLAN (ALP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOES PROJECT CORRECT INSPECTION DEFICIENCY?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

8 SPONSOR CERTIFICATIONS	YES	NO	N/A
1 SPONSOR <del>WILL COMPLY</del> /HAS COMPLIED WITH THE MASSACHUSETTS GENERAL LAWS FOR THE PROCUREMENT OF GOODS AND SERVICES.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 SPONSOR <del>WILL OBTAIN</del> /HAS OBTAINED ALL ENVIRONMENTAL PERMITS FOR THE PROJECT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 SPONSOR WILL MEET/HAS MET M/W/DBE REQUIREMENTS FOR THE PROJECT. ENTER ANTICIPATED %M/W/DBE PARTICIPATION: 4.91%	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4 SPONSOR WILL ASSURE/HAS ASSURED THAT ALL NECESSARY SAFETY PRECAUTIONS HAVE BEEN TAKEN FOR CONSTRUCTION ON THE AIRPORT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 SPONSOR <del>WILL NOTIFY</del> /HAS NOTIFIED ALL AIRPORT USERS OF PROPOSED PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 SPONSOR <del>WILL HAVE</del> /DOES HAVE AVAILABLE FUNDS FOR LOCAL SHARE OF PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9 TITLE		DATE
AIRPORT CONSULTANT	<i>Stephen J. Vecchia</i>	1/16/14
AIRPORT MANAGER	<i>Thomas Rafter</i>	1/22/14
AIRPORT COMMISSION CHAIRMAN		
MASSDOT - AERONAUTICS DIVISION MANAGER OF AVIATION PLANNING		
MASSDOT - AERONAUTICS DIVISION MANAGER OF AVIATION ENGINEERING		
MASSDOT - AERONAUTICS DIVISION ADMINISTRATOR		

10 MASSDOT - AERONAUTICS DIVISION COMMENTS



DEVAL L. PATRICK, GOVERNOR  
 TIMOTHY P. MURRAY, LT. GOVERNOR  
 JEFFREY B. MULLAN, SECRETARY & CEO  
 CHRISTOPHER WILLENBORG, ADMINISTRATOR



APPLICATION FOR ASSISTANCE

<b>1 DATE SUBMITTED</b>	January 2014	<b>AIRPORT:</b>	Nantucket Memorial Airport
<input checked="" type="checkbox"/> APPLICATION		<input checked="" type="checkbox"/> CONSTRUCTION	<b>CITY:</b> Nantucket
<input type="checkbox"/> PREAPPLICATION		<input type="checkbox"/> PLANNING	<input checked="" type="checkbox"/> PUBLIC <input type="checkbox"/> PRIVATE
<b>MASSACHUSETTS AIRPORT SYSTEM PLAN (MASP) AIRPORT RANKING</b>			
<b>AIRPORT CONSULTANT</b>	Jacobs Engineering Group, Inc.		
<b>CONGRESSIONAL DISTRICT</b>	9th		

<b>2 PROJECT TITLE</b>
Purchase Pickup with Skid Mounted Tank
<b>PROJECT DESCRIPTION</b>
The Nantucket Memorial Airport desires to purchase a new Pickup with a Skid Mounted Tank for pesticide/herbicide spraying. A pickup with a skid mounted tank would help with controlling insects that have become prevalent pests at the airport. Also, it would ease mowing efforts by retarding tall growing weeds around the airport.
ATTACH 8 1/2" X 11" SKETCH SHOWING THE LOCATION OF THE PROJECT

<b>3 PROJECT COST BREAKDOWN</b>				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
ENGINEERING	\$0.00	\$0.00	\$0.00	\$0.00
CONSTRUCTION	\$0.00	\$0.00	\$0.00	\$0.00
EQUIPMENT	\$0.00	\$142,500.00	\$0.00	\$142,500.00
OTHER	\$0.00	\$0.00	\$0.00	\$0.00
ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PROJECT COST	\$0.00	\$142,500.00	\$0.00	\$142,500.00

<b>4 PROJECT FUNDING BREAKDOWN</b>				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
FAA SHARE	\$0.00			\$0.00
STATE SHARE 80.0%	\$0.00	\$114,000.00		\$114,000.00
LOCAL SHARE 20.0%	\$0.00	\$28,500.00	\$0.00	\$28,500.00
TOTAL PROJECT COST	\$0.00	\$142,500.00	\$0.00	\$142,500.00

<b>5 PROJECT SCHEDULE</b>	
<b>START DATE</b>	January 2014
<b>COMPLETION DATE</b>	June 2014

6 PROJECT COST EXPENDITURE SCHEDULE						
CALENDAR YEAR	FISCAL YEAR	MONTH	FAA	STATE	LOCAL	TOTAL
2014	2014	APR-JUN	\$0.00	\$114,000.00	\$28,500.00	\$142,500.00
<b>TOTAL:</b>			\$0.00	\$114,000.00	\$28,500.00	\$142,500.00

7 OTHER INFORMATION	YES	NO	N/A
IS PROJECT REFLECTED IN STATE IMPROVEMENT PROGRAM (CIP)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN FEDERAL CAPITAL IMPROVEMENT PROGRAM (CIP)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT MASTER PLAN (AMP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT LAYOUT PLAN (ALP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOES PROJECT CORRECT INSPECTION DEFICIENCY?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

8 SPONSOR CERTIFICATIONS	YES	NO	N/A
1 SPONSOR <del>WILL COMPLY</del> /HAS COMPLIED WITH THE MASSACHUSETTS GENERAL LAWS FOR THE PROCUREMENT OF GOODS AND SERVICES.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 SPONSOR <del>WILL OBTAIN</del> /HAS OBTAINED ALL ENVIRONMENTAL PERMITS FOR THE PROJECT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 SPONSOR WILL MEET/HAS <del>MEET</del> MW/DBE REQUIREMENTS FOR THE PROJECT. ENTER ANTICIPATED %MW/DBE PARTICIPATION: 4.91%	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4 SPONSOR WILL ASSURE/HAS ASSURED THAT ALL NECESSARY SAFETY PRECAUTIONS HAVE BEEN TAKEN FOR CONSTRUCTION ON THE AIRPORT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 SPONSOR <del>WILL NOTIFY</del> /HAS NOTIFIED ALL AIRPORT USERS OF PROPOSED PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 SPONSOR <del>WILL HAVE</del> /DOES HAVE AVAILABLE FUNDS FOR LOCAL SHARE OF PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9 TITLE		DATE
AIRPORT CONSULTANT	<i>Stephen J. Flocchia</i>	1/16/14
AIRPORT MANAGER	<i>Thomas Rafter</i>	1/22/14
AIRPORT COMMISSION CHAIRMAN		
MASSDOT - AERONAUTICS DIVISION MANAGER OF AVIATION PLANNING		
MASSDOT - AERONAUTICS DIVISION MANAGER OF AVIATION ENGINEERING		
MASSDOT - AERONAUTICS DIVISION ADMINISTRATOR		

10 MASSDOT - AERONAUTICS DIVISION COMMENTS



DEVAL L. PATRICK, GOVERNOR  
 TIMOTHY P. MURRAY, LT. GOVERNOR  
 JEFFREY B. MULLAN, SECRETARY & CEO  
 CHRISTOPHER WILLENBORG, ADMINISTRATOR



APPLICATION FOR ASSISTANCE

<b>1 DATE SUBMITTED</b>	January 2014	<b>AIRPORT:</b>	Nantucket Memorial Airport
<input checked="" type="checkbox"/> APPLICATION		<input checked="" type="checkbox"/> CONSTRUCTION	<b>CITY:</b> Nantucket
<input type="checkbox"/> PREAPPLICATION		<input type="checkbox"/> PLANNING	<input checked="" type="checkbox"/> PUBLIC <input type="checkbox"/> PRIVATE
<b>MASSACHUSETTS AIRPORT SYSTEM PLAN (MASP) AIRPORT RANKING</b>			
<b>AIRPORT CONSULTANT</b>	Jacobs Engineering Group, Inc.		
<b>CONGRESSIONAL DISTRICT</b>	9th		

<b>2 PROJECT TITLE</b>
Purchase Electric Aircraft Tow Vehicle
<b>PROJECT DESCRIPTION</b>
The Nantucket Memorial Airport desires to purchase a new Electric Aircraft Tow Vehicle as a replacement for the current tow vehicle. The existing tow vehicle has reached the end of its mechanical life and a new electric tow vehicle would be more efficient and reduce long-term maintenance costs.
ATTACH 8 1/2" X 11" SKETCH SHOWING THE LOCATION OF THE PROJECT

<b>3 PROJECT COST BREAKDOWN</b>				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
ENGINEERING	\$0.00	\$0.00	\$0.00	\$0.00
CONSTRUCTION	\$0.00	\$0.00	\$0.00	\$0.00
EQUIPMENT	\$0.00	\$34,000.00	\$0.00	\$34,000.00
OTHER	\$0.00	\$0.00	\$0.00	\$0.00
ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL PROJECT COST</b>	<b>\$0.00</b>	<b>\$34,000.00</b>	<b>\$0.00</b>	<b>\$34,000.00</b>

<b>4 PROJECT FUNDING BREAKDOWN</b>				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
FAA SHARE	\$0.00			\$0.00
STATE SHARE 80.0%	\$0.00	\$27,200.00		\$27,200.00
LOCAL SHARE 20.0%	\$0.00	\$6,800.00	\$0.00	\$6,800.00
<b>TOTAL PROJECT COST</b>	<b>\$0.00</b>	<b>\$34,000.00</b>	<b>\$0.00</b>	<b>\$34,000.00</b>

<b>5 PROJECT SCHEDULE</b>	
<b>START DATE</b>	January 2014
<b>COMPLETION DATE</b>	June 2014

6 PROJECT COST EXPENDITURE SCHEDULE						
CALENDAR YEAR	FISCAL YEAR	MONTH	FAA	STATE	LOCAL	TOTAL
2014	2014	APR-JUN	\$0.00	\$27,200.00	\$6,800.00	\$34,000.00
<b>TOTAL:</b>			\$0.00	\$27,200.00	\$6,800.00	\$34,000.00

7 OTHER INFORMATION	YES	NO	N/A
IS PROJECT REFLECTED IN STATE IMPROVEMENT PROGRAM (CIP)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN FEDERAL CAPITAL IMPROVEMENT PROGRAM (CIP)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT MASTER PLAN (AMP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT LAYOUT PLAN (ALP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOES PROJECT CORRECT INSPECTION DEFICIENCY?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

8 SPONSOR CERTIFICATIONS	YES	NO	N/A
1 SPONSOR <del>WILL COMPLY</del> /HAS COMPLIED WITH THE MASSACHUSETTS GENERAL LAWS FOR THE PROCUREMENT OF GOODS AND SERVICES.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 SPONSOR <del>WILL OBTAIN</del> /HAS OBTAINED ALL ENVIRONMENTAL PERMITS FOR THE PROJECT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 SPONSOR WILL MEET/HAS MET M/W/DBE REQUIREMENTS FOR THE PROJECT. ENTER ANTICIPATED %M/W/DBE PARTICIPATION: 4.91%	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4 SPONSOR WILL ASSURE/HAS ASSURED THAT ALL NECESSARY SAFETY PRECAUTIONS HAVE BEEN TAKEN FOR CONSTRUCTION ON THE AIRPORT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 SPONSOR <del>WILL NOTIFY</del> /HAS NOTIFIED ALL AIRPORT USERS OF PROPOSED PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 SPONSOR <del>WILL HAVE</del> /DOES HAVE AVAILABLE FUNDS FOR LOCAL SHARE OF PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9 TITLE		DATE
AIRPORT CONSULTANT	<i>Stephen J. Fecchia</i>	1/16/14
AIRPORT MANAGER	<i>Thomas Rafter</i>	1/22/14
AIRPORT COMMISSION CHAIRMAN		
MASSDOT - AERONAUTICS DIVISION MANAGER OF AVIATION PLANNING		
MASSDOT - AERONAUTICS DIVISION MANAGER OF AVIATION ENGINEERING		
MASSDOT - AERONAUTICS DIVISION ADMINISTRATOR		

10 MASSDOT - AERONAUTICS DIVISION COMMENTS



# NANTUCKET MEMORIAL AIRPORT

14 Airport Road Nantucket MA 02554  
phone 508.325.5300 fax 508.325.5306



## *Aircraft Operations*



# NANTUCKET MEMORIAL AIRPORT

14 Airport Road Nantucket MA 02554  
 phone 508.325.5300 fax 508.325.5306



## -2012 monthly aircraft operations -

MONTH	ITINERANT					LOCAL			TOTAL OPERATIONS	INSTRUMENT				TOTAL INSTRUMENT
	AC	AT	GA	MILITARY	TOTAL	CIVIL	MILITARY	TOTAL		AC	AT	GA	MILITARY	
					ITINERANT			LOCAL						
JAN	0	5646	1252	66	6964	2	0	2	6966	0	641	183	38	862
FEB	0	4968	1116	15	6099	4	0	4	6103	0	692	176	33	901
MAR	0	4573	1251	59	5908	20	0	20	5928	0	1155	268	25	1448
APR	0	6133	1746	27	7906	60	0	60	7966	0	687	247	17	951
MAY	2	5498	1929	25	7452	69	14	83	7618	76	3003	935	30	4044
JUN	143	9820	4140	82	14185	94	36	130	14315	143	3030	1262	33	4468
JUL	182	12413	6370	75	19040	18	4	22	19062	182	3243	1824	24	5274
AUG	190	12315	6249	99	18853	55	0	46	18899	190	4076	2065	43	6374
SEP	93	9388	3917	161	13559	22	8	30	13589	93	2068	979	61	3201
OCT	32	7022	2360	128	9542	6	33	39	9581	32	1596	565	54	2247
NOV	0	6382	2104	136	8622	2	0	2	8624	90	957	422	86	1555
DEC	0	5864	1393	50	7307	2	0	2	7309	0	1206	278	24	1508
<b>TOTAL</b>	<b>642</b>	<b>90022</b>	<b>33827</b>	<b>923</b>	<b>125437</b>	<b>354</b>	<b>95</b>	<b>440</b>	<b>125960</b>	<b>806</b>	<b>22354</b>	<b>9204</b>	<b>468</b>	<b>32833</b>

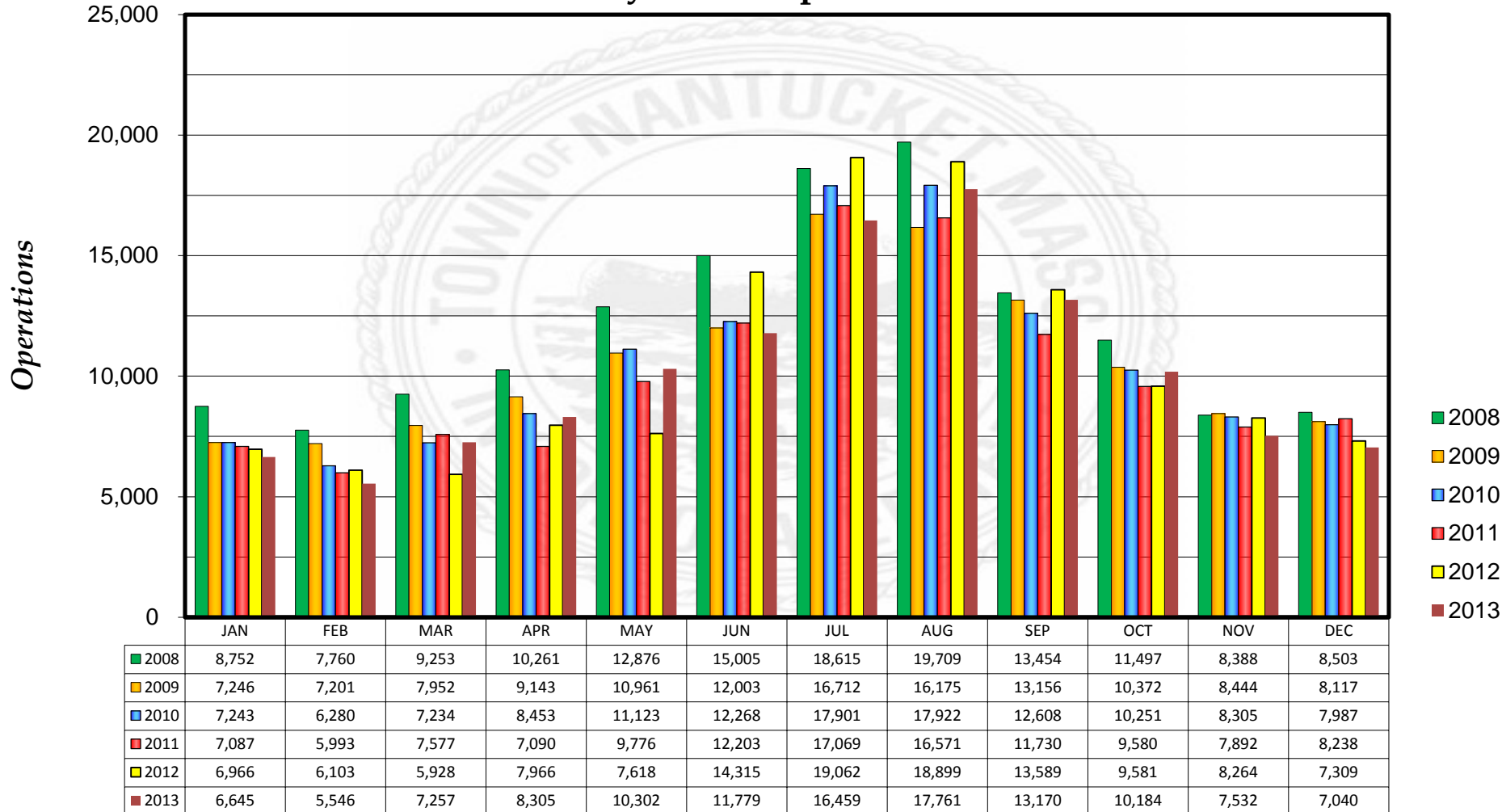
## -2013 monthly aircraft operations -

MONTH	ITINERANT					LOCAL			TOTAL OPERATIONS	INSTRUMENT				TOTAL INSTRUMENT
	AC	AT	GA	MILITARY	TOTAL	CIVIL	MILITARY	TOTAL		AC	AT	GA	MILITARY	
					ITINERANT			LOCAL						
JAN	0	5355	1188	96	6639	0	6	0	6645	0	789	170	51	1010
FEB	0	4419	1038	73	5530	16	0	16	5546	13	579	111	30	733
MAR	9	5604	1565	69	7247	10	0	10	7257	0	603	173	37	813
APR	0	6368	1859	78	8305	0	0	0	8305	0	1198	306	48	1552
MAY	76	7532	2619	75	10302	0	0	0	10302	74	2545	922	44	3585
JUN	150	8226	3290	105	11771	8	0	8	11779	150	3190	1206	47	4593
JUL	199	11154	4980	104	16437	22	0	22	16459	199	5909	2546	39	8693
AUG	201	11707	5790	39	17737	18	6	24	17761	201	4388	2278	20	6887
SEP	115	9099	3809	129	13152	16	2	18	13170	115	2448	1080	48	3691
OCT	52	7487	2481	134	10154	30	0	30	10184	49	1494	560	40	2143
NOV	0	5677	1755	68	7500	28	4	32	7532	0	1042	315	37	1394
DEC	0	5239	1759	24	7022	18	0	18	7040	0	1420	447	15	1882
<b>TOTAL</b>	<b>802</b>	<b>87867</b>	<b>32133</b>	<b>994</b>	<b>121796</b>	<b>166</b>	<b>18</b>	<b>178</b>	<b>121980</b>	<b>801</b>	<b>25605</b>	<b>10114</b>	<b>456</b>	<b>36976</b>



# NANTUCKET MEMORIAL AIRPORT

## - monthly aircraft operations -



December 2013





# NANTUCKET MEMORIAL AIRPORT

14 Airport Road Nantucket MA 02554  
phone 508.325.5300 fax 508.325.5306



Monthly FY	Operations December	% Change
FY 2009	8,503	
FY 2010	8,117	-4.54%
FY 2011	7,987	-1.60%
FY 2012	8,238	3.14%
FY 2013	7,309	-11.28%
FY 2014	7,040	-3.68%

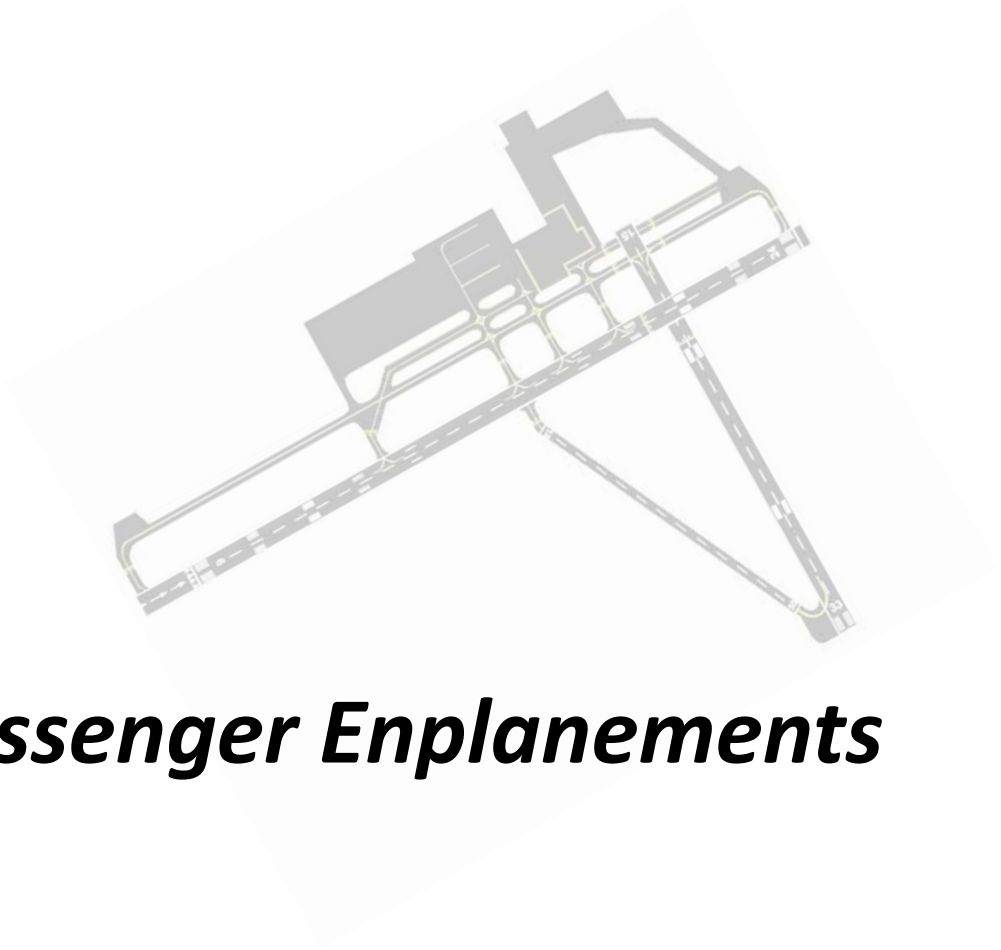


# NANTUCKET MEMORIAL AIRPORT

14 Airport Road Nantucket MA 02554  
phone 508.325.5300 fax 508.325.5306



FYTD	Operations Nov-Dec	% Change
FY 2009	16,891	
FY 2010	16,561	-1.95%
FY 2011	16,292	-1.62%
FY 2012	16,130	-0.99%
FY 2013	15,933	-1.22%
FY 2014	14,572	-8.54%



## ***Passenger Enplanements***



# NANTUCKET MEMORIAL AIRPORT

14 Airport Road Nantucket MA 02554  
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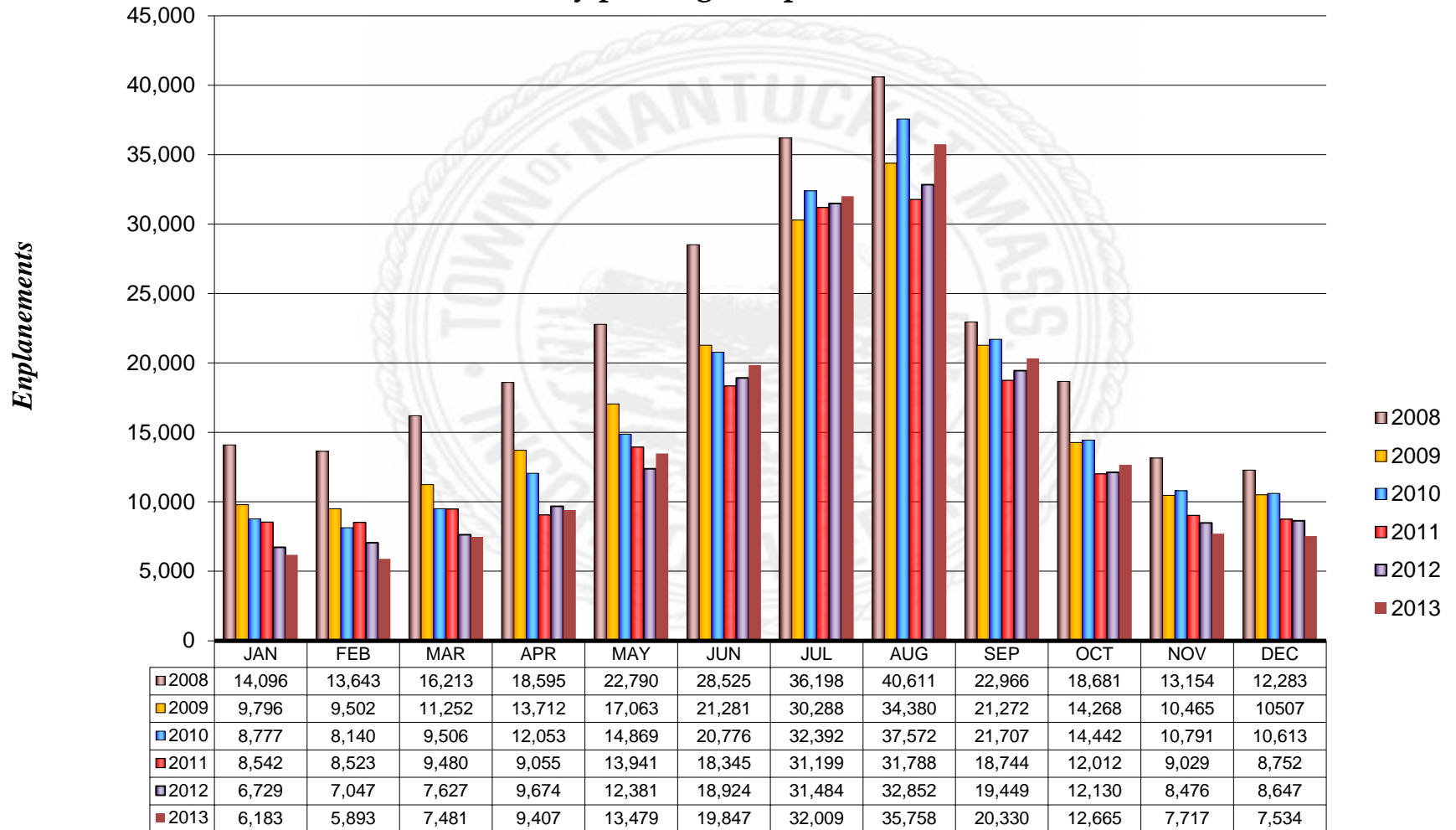


## - 2013 monthly enplanements -

AIRLINE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Cape Air ( <i>KAP</i> )	1112	1106	1307	2019	3470	3929	7158	8526	6411	3739	1685	1930	42,392
Piedmont/United	Closed	Closed	Closed	Closed	Closed	1714	3005	3033	0	Closed	Closed	Closed	7,752
Continental Connection ( <i>Comut air</i> )	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	0
Delta Express ( <i>Freedom Air</i> )	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	0
Delta Airlines	Closed	Closed	Closed	Closed	Closed	1135	2720	3238	910	Closed	Closed	Closed	8,003
Island Air ( <i>ISA</i> )	3359	3249	4176	5038	5677	5480	6277	6558	5727	4932	4140	3942	58,555
JetBlue Airways	Closed	Closed	Closed	Closed	1774	4591	7536	8406	4520	1505	Closed	Closed	28,332
Nantucket Air ( <i>ACK</i> )	1699	1537	1990	2282	2265	2236	2402	2812	2243	2339	1787	1541	25,133
Tradewind Aviation	13	1	8	68	293	311	905	957	326	150	105	121	3,258
USAirways ( <i>Air Wisconsin - AWI</i> )	Closed	Closed	Closed	Closed	Closed	451	2006	2228	193	Closed	Closed	Closed	4,878
<b>Monthly Total</b>	6,183	5,893	7,481	9,407	13,479	19,847	32,009	35,758	20,330	12,665	7,717	7,534	178,303
<b>% Change Prior Year</b>	(8.11)	(16.38)	(1.91)	(2.76)	8.87	4.88	1.67	8.85	4.53	4.41	(8.95)	(12.87)	1.64

# NANTUCKET MEMORIAL AIRPORT

- monthly passenger enplanements -



December 2013







# NANTUCKET MEMORIAL AIRPORT

14 Airport Road Nantucket MA 02554  
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Monthly FY	Enplanements December	% Change
FY 2009	12,283	
FY 2010	10,507	-14.46%
FY 2011	10,613	1.01%
FY 2012	8,752	-17.54%
FY 2013	8,647	-1.20%
FY 2014	7,534	-12.87%



# NANTUCKET MEMORIAL AIRPORT

14 Airport Road Nantucket MA 02554  
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FYTD	Enplanements Nov-Dec	% Change
FY 2009	25,437	
FY 2010	20,972	-17.55%
FY 2011	21,404	2.06%
FY 2012	17,781	-16.93%
FY 2013	17,123	-3.70%
FY 2014	15,251	-10.93%

	Dec-12	Dec-13
<b>ACK-BOS</b>		
CAPE AIR	1351	1480
JET BLUE	0	0
TOTAL:	<b>1351</b>	<b>1480</b>
<b>ACK-DCA</b>		
AIR WISCONSIN	0	0
TOTAL:	<b>0</b>	<b>0</b>
<b>ACK-EWB</b>		
CAPE AIR	267	135
TOTAL:	<b>267</b>	<b>135</b>
<b>ACK-EWR</b>		
CONTINENTAL	0	0
TOTAL:	<b>0</b>	<b>0</b>
<b>ACK-HYA</b>		
CAPE AIR	14	3
ISLAND AIR	4621	3942
NANTUCKET AIR	2080	1541
TOTAL:	<b>6715</b>	<b>5486</b>
<b>ACK-HPN</b>		
CAPE AIR	23	64
TOTAL:	<b>23</b>	<b>64</b>
<b>ACK-JFK</b>		
DELTA	0	0
JET BLUE	0	0
TOTAL:	<b>0</b>	<b>0</b>
<b>ACK-LGA</b>		
DELTA	0	0
TOTAL:	<b>0</b>	<b>0</b>
<b>ACK-MVY</b>		
CAPE AIR	228	248
TOTAL:	<b>228</b>	<b>248</b>
<b>ACK-PVD</b>		
CAPE AIR	0	0
TOTAL:	<b>0</b>	<b>0</b>
<b>COMBINED TOTAL:</b>	<b>8,584</b>	<b>7,413</b>



# NANTUCKET MEMORIAL AIRPORT

14 Airport Road Nantucket MA 02554  
phone 508.325.5300 fax 508.325.5306



***Freight***



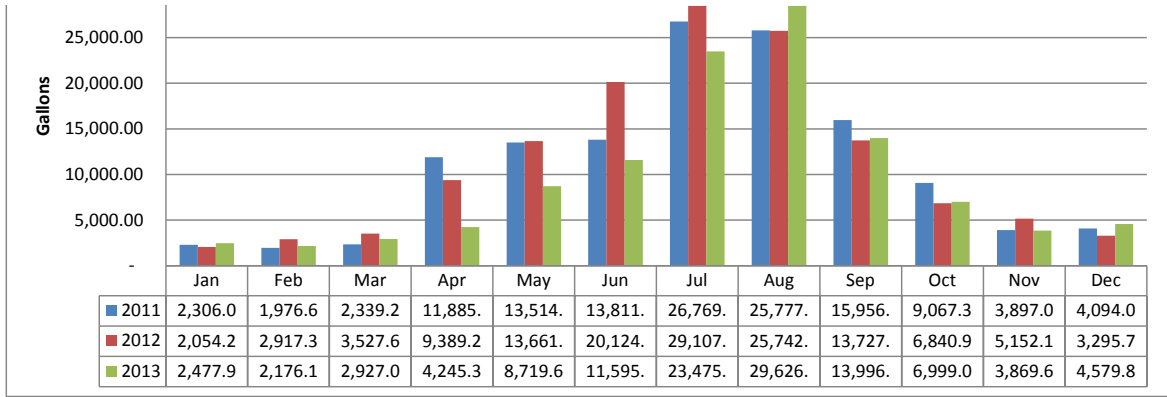
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## - 2013 monthly freight -

AIRLINE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Cape Air (KAP)	72,581	56,309	61,581	68,765	69,878	92,961	78,027	90,506	74,068	68,380	53,827	80,611	867,494
Island Air (ISA)	47,084	37,951	53,076	62,334	96,930	107,996	127,426	139,568	75,994	61,509	61,691	42,100	913,659
Wiggins-FedEx	17,720	20,649	25,489	37,112	51,972	77,857	96,022	77,641	42,818	35,557	29,999	36,246	549,082
Wiggins-UPS	2,633	6,167	1,645	1,427	7,795	5,722	6,170	3,355	4,535	4,562	4,616	4,501	53,128
<b>Monthly Total</b>	<b>140,018</b>	<b>121,076</b>	<b>141,791</b>	<b>169,638</b>	<b>226,575</b>	<b>284,536</b>	<b>307,645</b>	<b>311,070</b>	<b>197,415</b>	<b>170,008</b>	<b>150,133</b>	<b>163,458</b>	<b>2,383,363</b>
<b>% Change Prior Year</b>	9.94	3.23	0.90	6.03	10.02	(4.25)	(7.72)	(10.48)	(9.94)	(1.92)	(10.74)	(7.85)	(3.40)



### Monthly Jet A Gallons Sold

