

# NANTUCKET MEMORIAL AIRPORT COMMISSION

**December 9, 2014  
Agenda**

1. Review and Approve:
  - a. Agenda
  - b. Ratify 12/3/14 Warrant
  - c. Ratify 12/4/14 Special 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. **042214-2** Formerly Used Defense Site (FUDS) Status
  - b. **112514-1** Madequecham Road Fence
5. Finance
  - a. **101414-3** FY 16 Budget Review
6. **022613-2** Master Plan and Sustainability Program Update
7. **012213-1** Carbon Neutral Program Discussion
8. GA/Admin Building Update
9. Manager's Report
  - a. Other Project Updates
  - b. RFP/Bid Status
  - c. Operations Update
10. Sub-Committee – Reports
  - a. Noise/Environmental/Energy
  - b. Long-Range Plans/Policy
11. Commissioner's Comments
12. Public Comment
13. Executive Session – G.L. c.30A, §21
  - a. Review ES minutes of 8/28/12, 9/18/12, 12/4/12, 12/11/12, 2/26/13, 4/23/13, 5/28/13, 8/27/13, 9/10/13, 9/24/13, 10/8/13, 10/22/13, 11/12/13, 12/10/13, 1/14/14, 2/25/14, 3/11/14, 3/25/14, 4/22/14, 6/24/14, 7/15/14, 8/12/14, 9/9/14 and 10/14/14 for possible release; and 11/25/14 for review and possible release.

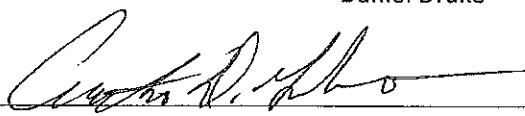


# Warrant 12/03/2014

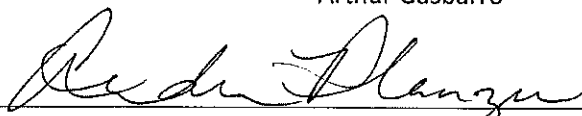
Please Sign and Date




Daniel Drake

 11/25/14

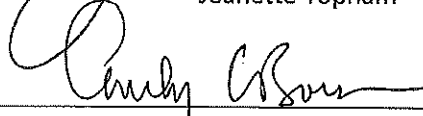
Arthur Gasbarro

 11/26/14

Andrea Planzer

 11/24/14

Jeanette Topham



Anthony G. Bouscaren

Batch#	<u>2800</u>	Total	<u>81,790.01</u>	Batch Date	<u>11/19/14</u>	Initial	<u>AM JDT AG DM AP</u>
Batch#	<u>2803</u>	Total	<u>39,046.09</u>	Batch Date	<u>11/19/14</u>	Initial	<u>AM JDT AG DM AP</u>
Batch#	<u>2808</u>	Total	<u>44,047.69</u>	Batch Date	<u>11/20/14</u>	Initial	<u>AM JDT AG DM AP</u>
Batch#	<u>2812</u>	Total	<u>1,471.58</u>	Batch Date	<u>11/21/14</u>	Initial	<u>AM JDT AG DM AP</u>
Batch#	_____	Total	_____	Batch Date	_____	Initial	_____
Batch#	_____	Total	_____	Batch Date	_____	Initial	_____
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Batch#	_____	Total	_____	Batch Date	_____	Initial	_____
Batch#	_____	Total	_____	Batch Date	_____	Initial	_____



**Johnson  
Controls**



Warrant Date \_\_\_\_\_  
Vendor # 44610  
Invoice # \_\_\_\_\_  
PO # \_\_\_\_\_  
Org # LSU82  
Object # 57802  
Amount \$ 6695  
Approved T. P. [Signature]

# Invoice for Training

December 4, 2014

Nantucket Airport

**Course: #389 – Msea Building Engineering**

**Date: December 15 – 19, 2014**

**Location: Boston MA**

**Total Amount Due: \$1695.00**

Please send payment to:

**Johnson Controls Inc.  
507 E. Michigan Street / M45  
Milwaukee WI 53202**

*John Degan last  
minute entry into  
training class*

If you have any questions please feel free to contact me at 1-800-524-8540.

Patty Damask  
LMS System Analyst

**RECEIVED**  
DEC 04 2014  
BY: \_\_\_\_\_

EXHIBIT 1  
PENDING LEASES/CONTRACTS/AGREEMENTS  
December 9, 2014

Type of Agreement	With	Amount	Other Information	Source of Funding
Lease Agreement	Harbor Fuel Oil Corp (HFOC)	N/A	Landlord's Consent/Waiver Regarding HFOC Refinancing	N/A
Contract Amendment	Kevin Conrad Heating & Cooling	N/A	ARFF Building HVAC Repair	Operating
			Extend Expiration Date	
			From 9/30/14 to 2/1/15	
Contract Amendment	Jacobs Engineering	\$40,273	ATCT Design	Capital Budget (OTA)
			Additional Design Costs associated with de-scoping Increasing Total Amount to \$658,236	
Contract Amendment	Weston Solutions, Inc.	\$1,235	Amendment 2: Increasing Total Amount to \$21,482	Operating
			MCP Notification Support	
			Associated with Stockpile X (FUDS)	
Contract	Weston Solutions, Inc.	\$22,388	Additional Environmental Consulting	Oeprating
			on Stockpile X (FUDS)	

Pending as of Meeting Posting Date

**READE, GULLICKSEN, HANLEY & GIFFORD, LLP**

SIX YOUNG'S WAY

NANTUCKET, MASSACHUSETTS 02554

(508) 228-3128

FAX: (508) 228-5630

ARTHUR I. READE, JR., P.C.  
KENNETH A. GULLICKSEN  
MARIANNE HANLEY  
WHITNEY A. GIFFORD

MAILING ADDRESS  
POST OFFICE BOX 2669  
NANTUCKET, MASS. 02584

November 12, 2014

By Hand:

Thomas M. Rafter, Airport Manager  
Nantucket Memorial Airport  
14 Airport Road  
Nantucket, Massachusetts 02554

Re: Harbor Fuel Oil Corporation  
Bunker Road Lease


Dear Mr. Rafter:

Harbor Fuel Oil Corporation is in the process of refinancing. Its new lender has asked that all of its landlords execute a consent in the form enclosed. As you may recall, the lease was originally with Nantucket Gas, Inc., which assigned it to Harbor Gas, Inc., which changed its name to Harbor Propane, Inc., which became Nantucket Propane, Inc. and then merged with Harbor Fuel.

Please return the signed consent to my attention. If you feel that it must be considered by the Airport Commission please schedule it for the next available meeting.

Thank you for your prompt attention to this matter.

Sincerely,

  
Kenneth A. Gullicksen

KAG\  
Enclosure



## CONSENT AGREEMENT

~~November~~ December, 2014

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town of Nantucket, acting by and through the Nantucket Memorial Airport Commission, having a principal place of business located at Nantucket Memorial Airport, 14 Airport Road, Nantucket, Massachusetts 02554 (the "Landlord"), and Eastern Bank (the "Bank") execute this Consent Agreement.

1. The Town of Nantucket, which acts through Landlord in connection with the Premises, is the owner of a certain premises known as Nantucket Memorial Airport, including the area referred to as 42 Bunker Road, more particularly described in the Lease defined below (the "Premises").

2. The Premises are currently occupied by Harbor Fuel Oil Corporation, a Massachusetts corporation (the "Borrower"), pursuant to a lease by and between the Landlord and Nantucket Gas, Inc. as tenant, dated November 1, 1999, as amended, as to which Harbor Fuel Oil Corporation is a successor to Nantucket Gas, Inc., a copy of which is annexed hereto as Exhibit A (hereinafter, the "Lease").

3. The Landlord has been advised that the Bank has been granted a security interest by the Borrower in and to the Borrower's ~~personal property assets which are defined as~~ but which assets exclude the Lease (all of which is referred to hereinafter as the "Collateral"), certain of which Collateral securing the Borrower's obligations to Bank is presently located, or may at any time hereafter be located in, at, or upon the Premises.

4. The Landlord agrees:

(a) That until such time as all liabilities of the Borrower to the Bank are paid in full, the Landlord disclaims any interest in such of the Collateral as is now or may hereafter be located in, at, or upon the Premises, agrees not to distraint any of the Collateral, and waives any statutory right to encumber the Collateral with a landlord lien; and

(b) To permit the Bank to have access to the Premises for reasonable purposes and to exercise its rights upon ten (10) business days' written notice to the Landlord and in the company of a representative of the Landlord at its (Landlord's) election, and subject to Bank's compliance with Landlord's safety and security procedures and the terms of this Consent Agreement; and

(c) To permit the Bank to take assignment of the Lease (in whole, not in part) to the extent Bank forecloses upon its agreements with Borrower for the Premises, and promptly cures any material defaults then existing under said Lease; and

(d) To permit the Bank to remove the Collateral from the Premises; provided, however, that the Bank shall promptly repair and restore the Premises to its original condition at the Bank's expense, and cure any physical damage to the Premises actually caused by such removal; and

(e) To endeavor in good faith to provide the Bank with a copy of any notice of default or termination as and when issued by the Landlord to the Borrower, provided that any good faith failure to do so shall not constitute a material breach of this Consent Agreement.

4.5. In addition to and not in limitation of any other rights and remedies available to Landlord: The Bank shall indemnify, defend, and hold harmless the Landlord from all claims and demands of third persons, including, without limitation, the employees of the Bank, which claims and demands shall include, but not limited to, those for death, bodily injuries, or for property damage arising out of or in connection with the activities of the Bank under this Consent Agreement, ~~and/or arising out of or in connection with any of the acts or omissions of the Bank, its employees, agents, representatives, contractors and invitees, and all others doing business with the Bank where such acts or omissions are on the Premises or elsewhere on the facility known as the Nantucket Memorial Airport.~~

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5.6. The persons signing this Consent Agreement are authorized to do so on behalf of the Party for whom they sign.

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6.7. The Lease is in full force and effect, has not been amended, and (without any duty of inquiry by Landlord) there exists no known material default by the Landlord or the Borrower thereunder.

7.8. All notices, requests or demands to or upon Bank or Landlord shall be given or made in writing, directed to the Bank/Landlord at the addresses indicated below or to such other addresses as Bank/Landlord may have designated in writing. No other method of giving any notice, request or demand is hereby precluded.

If to the Bank: Eastern Bank  
10 Cordage Park Circles, #231  
Plymouth, Massachusetts 02360  
Attn: Catherine S. Adams, Vice President

With a copy to: Seyfarth Shaw LLP  
World Trade Center East  
Two Seaport Lane, Suite 300  
Boston, MA 02210-2028

Nantucket Memorial Airport  
14 Airport Road  
Nantucket, MA 02554



Richard T. Holland, Esq.  
Kopelman and Paige, P.C.  
101 Arch Street  
Boston, MA 02110

The within Consent Agreement shall inure to the benefit of the Landlord and Bank, and their successors and assigns, shall be binding upon the Bank and Landlord, and their heirs, assigns, representatives, and successors, and shall take effect as a sealed instrument.

“LANDLORD”

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

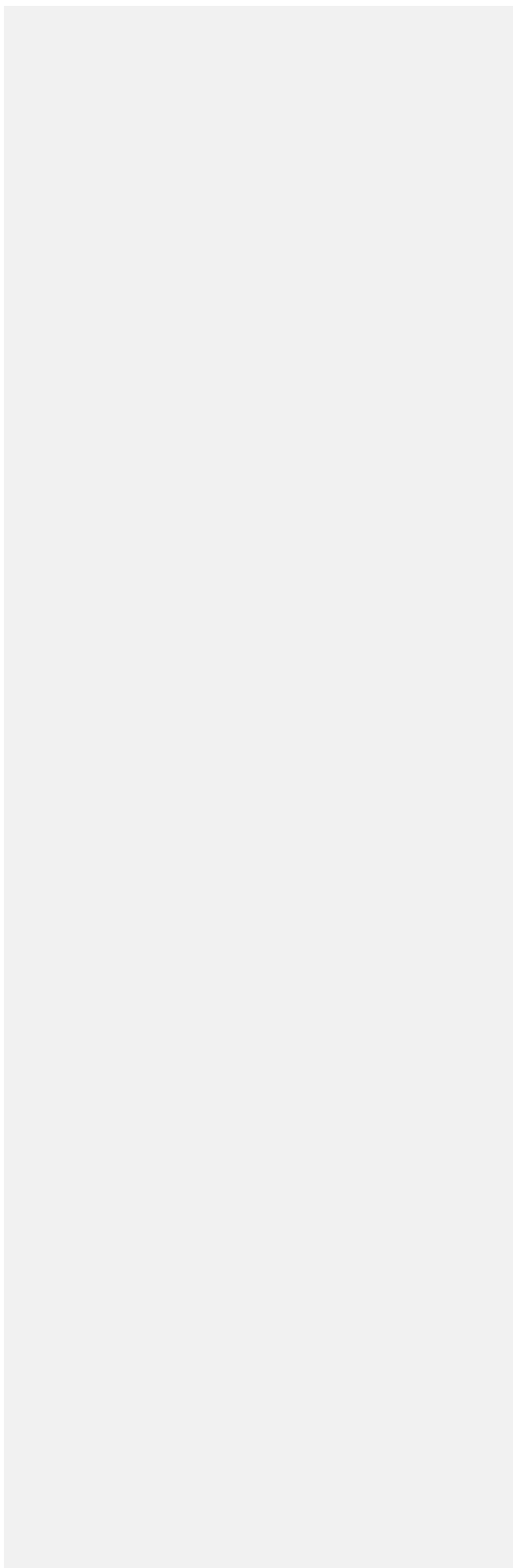
“BANK”

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit A

Lease

510835/NANT/19715/0001



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

Alfred G. Peterson, Airport Manager  
Phone: (508) 325-5300  
Fax: (508) 325-5306



*Commissioners*  
E. Foley Vaughan, Chairman  
Sheila O'Brien Egan, Vice Chair  
Carl D. England, Jr.  
Dual A. Macintyre, Jr.  
Finn Murphy

November 14, 2007

Mr. Fred Boling  
Nantucket Propane  
P.O. Box 1400  
Nantucket, MA 02554

Dear Fred,

I am writing to confirm our understanding of the agreement we have reached regarding the leases on the property that Nantucket Propane and Yates Gas have in the Airport Bunker Area.

We will agree to modify the leases for both companies to reflect the following conditions:

1. Nantucket Propane (NP) will reduce the current lease area by approximately 1/3 and erect a fence to define the area it wishes to maintain.
2. Yates Gas will absorb the released Nantucket Propane acreage into its leased area as shown on Exhibit A attached hereto.
3. Yates and Nantucket Propane leases will be brought to current market rates of \$.88 per square foot upon the signing of this memorandum
4. Both the Nantucket Propane and the Yates Gas/Liberty Propane leases are hereby amended to include the following language:

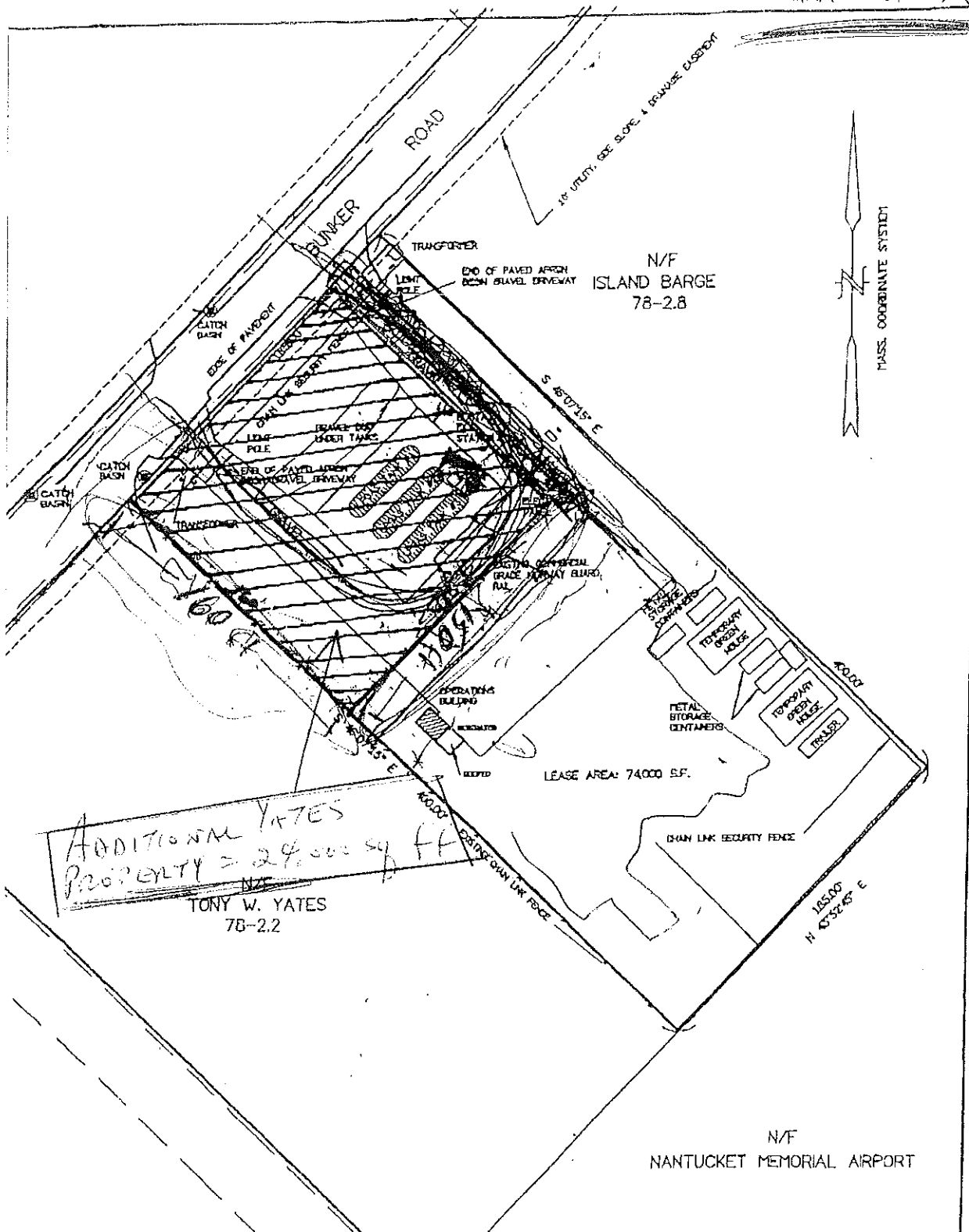
*The annual rent shall be increased from year to year retroactive to January in each year, by an amount equal to the greater of the percentage increase in the cost of living index for the immediately preceding year, or market value as of January 1st, market value to be determined by an independent third party appraiser selected by the Airport, but in no event shall the increase exceed 8% in any given year.*

If this states the agreement of the parties, please sign below and we will amend the leases to reflect this agreement.

Nantucket Propane <sup>Yates Gas Fuel</sup>  
By: Fred Boling  
Fred Boling, President

Yates Gas/Liberty Propane -  
By: Kent A. Misener  
Kent A. Misener, C.E.O.

Nantucket Memorial Airport  
By: E. Foley Vaughan  
E. Foley Vaughan, Chairman



70: Nat & Arnold

CURRENT ZONING: R0-2  
 MINIMUM LOT SIZE: 5000 S.F.  
 MINIMUM FRONTAGE: 40 FT.  
 FRONTYARD SETBACK: 20 FT.  
 SIDE AND REAR SETBACK: 5 FT.  
 ALLOWABLE G.C.R.: 50 %  
 DISTING G.C.R.:

ON PROPERTY LINE DETERMINATION THIS PLOT PLAN  
 BASED ON CURRENT DEEDS AND PLANS OF RECORD  
 GATED BY FIELD MEASUREMENTS AS SHOWN HEREIN.  
 THIS PLAN IS NOT REPRESENTED TO BE A TITLE  
 EXAMINATION OR A RECORDABLE SURVEY.

UB-215-72

TOTAL LEASE AREA=74,000 S.F.  
 PROPOSED BUILDINGS =8240 S.F.  
 PROPOSED TANKS = 2300 S.F.  
 PROPOSED DRIVE, PARKING AND GRAVEL =39,106 S.F. (31.3%)  
 PROPOSED OPEN SPACE =23,164 S.F.  
 EXISTING G.C. BUILDING= 145±S.F. AND TANKS =1353±S.F.

*M.S. Gullickse*

COPYRIGHT BY NANTUCKET SURVEYORS, INC.

AS-BUILT PLOT PLAN  
 IN  
 NANTUCKET, MASSACHUSETTS  
 SCALE: 1"=50' DATE: 6-22-04  
 DEED REFERENCE: C-2511 & 2514  
 PLAN REFERENCE: LCPL14348 B  
 LCPL13759 A  
 ASSESSOR'S REFERENCE:  
 MAP: 78 PARCEL: 2 & 3  
 PREPARED FOR:  
 NANTUCKET GAS

NANTUCKET SURVEYORS INC.  
 5 WINDY WAY  
 NANTUCKET, MA 02554

N-5375

NOTICE OF OF ASSIGNMENT OF LEASE

In accordance with the provisions of Mass. Gen. Laws, c. 183, §4, as amended, notice is hereby given that all of the rights, obligations and duties of Lessee under that certain Lease Agreement by and between the Town of Nantucket, acting through the Nantucket Memorial Airport Commission ("Lessor") and Nantucket Gas, Inc., ("Lessee") have been assigned to Harbor Gas, Inc., a Massachusetts corporation having its principal place of business at 26 Macy Lane, Nantucket, MA 02554.

Executed and sealed as of October 25, 2004

NANTUCKET MEMORIAL AIRPORT COMMISSION, Lessor

By: E. Foley Vaughan  
Sheila O'Brien Egan  
Finn Murphy

NANTUCKET GAS, INC., Lessee

By: Michael J. Ramos  
Michael J. Ramos, President and Treasurer

HARBOR GAS, INC. Assignee

By: John J. Stackpole  
John J. Stackpole, President  
Fred Boling  
Fred Boling, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

June 14, 2004

Then personally appeared the above-named E. Foley Vaughan, Sheila O'Brien Egan Finn Murphy, being a majority of the Commissioners of the Nantucket Memorial Airport Commission and acknowledged the foregoing instrument to be the free act and deed of the Nantucket Memorial Airport Commission, before me,

Ellen J. Wadlington Notary Public

My commission expires: January 19, 2007

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

October 21, 2004

Then personally appeared the above-named Michael J. Ramos, as President and Treasurer of Nantucket Gas, Inc., and acknowledged the foregoing instrument to be the free act and deed of the corporation, before me,

*Marianne Hanley*

Notary Public  
MARIANNE HANLEY  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
October 23, 2009

My commission expires



COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

October 21, 2004

Then personally John J. Stackpole appeared the above-named President of Harbor Fuel Oil Corporation and acknowledged the foregoing instrument to be the free act and deed of the corporation, before me,

*Marianne Hanley*

Notary Public

My commission expires:



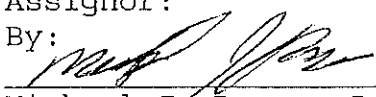
MARIANNE HANLEY  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
October 23, 2009

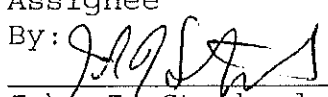
ASSIGNMENT and ASSUMPTION OF LEASE


Nantucket Gas, Inc., a Massachusetts corporation ("Assignor") being the Lessee under that certain Lease Agreement with the Nantucket Memorial Airport Commission, dated November 1, 1999, notice of which lease is registered as Document No. 87456 at Nantucket Registry, hereby assigns all of its rights, obligations and duties as Lessee under said Lease Agreement to Harbor Gas, Inc., a Massachusetts corporation, and a wholly owned subsidiary of Harbor Fuel Oil Corporation, both having their principal place of business at 26 Macy Lane, Nantucket, Massachusetts 02554 (hereinafter referred to as "Assignee").


By virtue of its execution hereof the Assignee hereby accepts said assignment and assumes the rights and obligations of the Lessee under said Lease Agreement and the Assignee and Harbor Fuel Oil Corporation hereby indemnify the Assignor from any and all loss, claims, costs, or damage in connection with said Lease Agreement and any breach of the conditions thereof, now or in the future.

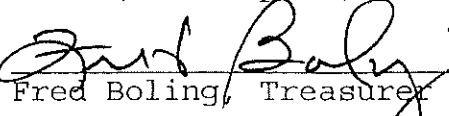
Executed and sealed as of October 25, 2004

Nantucket Gas, Inc.  
Assignor:  
By:   
\_\_\_\_\_  
Michael J. Ramos, President  
and Treasurer

Harbor Gas, Inc.  
Assignee  
By:   
\_\_\_\_\_  
John J. Stackpole, President

  
\_\_\_\_\_  
Fred Boling, Treasurer

Harbor Fuel Oil Corporation  
By:   
\_\_\_\_\_  
John J. Stackpole, President

  
\_\_\_\_\_  
Fred Boling, Treasurer

CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE

The Commissioners of the Nantucket Memorial Airport Commission, acting pursuant to a vote of said Commission at its May 11, 2004 meeting, hereby consent to the foregoing assignment and assumption of rights, obligations, and duties of the Lessee under that certain Lease Agreement dated November 1, 1999 by Nantucket Memorial Airport Commission as Lessor, and Nantucket Gas, Inc. as Lessee, to Harbor Gas, Inc., a wholly owned subsidiary of Harbor Fuel Oil Corporation.

Executed by Edward Foley Vaughan, Chairman of the Nantucket Memorial Airport Commission, duly authorized by vote of said Commission dated may 11, 2004, this 14<sup>th</sup> day of June, 2004.

  
\_\_\_\_\_  
Edward Foley Vaughan, Chairman



LEASE AGREEMENT

LESSEE NAME: NANTUCKET GAS  
ADDRESS: 5 Ramos Court  
Nantucket, MA 02554

*For  
Dusty*  
PHONE: 508/228-0655

LOCATION: Bunker Area

INTENDED USE: Energy jobber & distr.

SIZE: 74,000 sq. ft.

RENT (PAYABLE ANNUALLY) \$37,000 OR MONTHLY: \$3,083.33

SECURITY DEPOSIT: \$9,250

STARTING DATE: 11/1/99

ENDING DATE: 10/31/2019

This Agreement, made this first day of November, 1999, 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 "space" or "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" are additional provisions. These provisions and others set out in Exhibit A, are considered to be a part of this Agreement in the same manner as if set forth here in their entirety.
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 space, a LESSEE shall pay LESSOR its rent annually, or monthly, the sum stated above (subject to increase under Exhibit A) in advance of the first day of the term. Payment shall be made at LESSOR's office located at the Airport. LESSEE shall also be responsible for Airport fees determined annually by LESSOR.

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

NAME: Nantucket Gas, Inc.

NAME: Nantucket Memorial Airport Commission

By: *Michael J. [Signature]*

By: *[Signature]*

## LEASE AGREEMENT

This Lease Agreement made this 1st day of November, 1999, in the Town of Nantucket, Commonwealth of Massachusetts, by and between the Town of Nantucket acting by and through the NANTUCKET AIRPORT COMMISSION, 30 Macy Lane, Nantucket, MA 02554, an agency duly created by the Town of Nantucket, pursuant, to the powers contained in Massachusetts General Laws, Ch. 90, Sec. 51D, hereinafter called the Lessor, and Nantucket Gas, Inc., 5 Ramos Court, Nantucket, MA 02554, 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 74,000 square feet, located at the Nantucket Memorial Airport as more completely depicted on Exhibit B, attached hereto and made a part hereof.

Permits and Licenses: 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. Lessee's obligations hereunder are contingent upon Lessee obtaining, within twelve (12) months of the commencement of this lease, all required permits, licenses and approvals including, without limitation, all storage permits and Planning Board approval, for its intended use of the Premises, as set forth in Article 5. In the event Lessee is unable to obtain any such permits, licenses or approvals, it shall so notify Lessor in which event this Lease shall be terminated. The Airport Commission will reasonably agree to an extension of the permitting time if it is evident that Nantucket Gas, Inc. is diligently pursuing the necessary permits.

Notice of Lease: The parties shall make, execute in recordable form, and deliver to Lessee for recording, a suitable memorandum of lease setting forth the parties, identifying the leased premises, the term of the lease, and provisions for extending the term, if any.

### ARTICLE TWO

Term: The term of this lease shall be for a period of twenty (20) years, commencing on November 1, 1999 and ending on October 31, 2019.

Lessee may extend the term of the Lease for an additional 10-year period, provided Lessee gives Lessor written notice thereof on or before May 15, 2019. If option extension is desirable, it is agreed that all terms of this Lease will be renegotiated.

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, 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 \$37,000 as base rent annually. The base rent will be paid in 12 equal installments, due on the first day of each month, commencing on

the first of November, 1999. The annual rent is based on fifty cents per square foot per year for the 74,000± square feet of the Leased Premises.

Rent Review: The commission will have five-year appraisals conducted on lease land to ascertain "fair market rental". ~~The next appraisal will be conducted in the year 2000.~~ Rents will be adjusted by this method on the anniversary date in the years 2004, 2009, 2014. *M.S.R.*

If the Airport Improvement Program (AIP) funding falls more than 20% below 1998 levels for 2 consecutive years, the rent may be open for renegotiation

#### 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.

The Lessee is responsible for payment of all municipal real estate, personal property or user fees, that are levied on the Lessee's building and land, by the Assessor and Tax Collector of the Town of Nantucket, as Additional Rent.

Lessee will be responsible for bringing to the site and for making all connection to public utilities. The Lessee will pay for all connection charges.

#### ARTICLE FIVE

Use of Premises: The Lessee shall use the premises solely for the use of an energy jobber, distribution and activities necessary and incidental thereto, including any additional activities as approved by the Airport Commission, in writing, and amended to the lease, but not for the dead storage of motor vehicles or for a borrow pit. Any loam or soil removed from the premises must be given to the Airport at no cost.

#### ARTICLE SIX

Liens and Alterations: Lessee shall keep the premises free and clear of any and all mechanic's and materialmen's liens, 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 without limitation.

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

#### 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. Any assignment or sublease under such 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.

## 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:

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.

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.

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 45 feet Mean Sea Level [MSL]) 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.

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.

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.

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 as a covenant running with the land 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 DOT 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 49 ARFF PART 21, Nondiscrimination in Federally assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The Lessee for himself, his personal representatives, successors in interest, and assigns as a part 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, 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 in the furnishing of services thereon, no person on the grounds of race, color, 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 49 ARFF PART 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

## ARTICLE NINE

### Additional Terms and Conditions:

Signage and Prohibited Materials: 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, beyond the permitted use, 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.

Signage and Prohibited Materials: The Lessee will maintain the leased 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 possible to prevent a continuing condition of apparent disrepair or will remove the damaged remains from the demised 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, noisy or offensive use of the premises, or permit any use that shall be liable to endanger, affect, or make voidable any insurance on the leased 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 for the purpose of inspecting the same and that upon the termination of this lease it will quietly and peacefully surrender possession of the premises to Lessor in good order and condition, ordinary wear and tear, damage by the elements and unavoidable casualty only excepted.

Disposal of Refuse: 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.

Environmental Compliance: Prior to occupying the lease premises, 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 Ch. 21E Redesign Legislation, Ch. 133 of the Acts of 1992), and any amendments thereto. The Lessee will further provide the Lessor with written affirmation of each study. During the Term, Lessee will use and occupy the Premises in compliance with all environmental rules and regulations applicable thereto.

## 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.

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 \$2,000,000, 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).

Fire Insurance. The LESSEE shall procure and keep in force, fire and extended coverage insurance upon its building and leasehold improvements, furniture, furnishings, fixtures and equipment to the full insurable value thereof and any applicable equipment vendors or lenders give the Airport satisfactory releases from fire and extended coverage liability.

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,

Worker's Compensation Insurance. The LESSEE shall procure and keep in force statutory Worker's Compensation Insurance and any other policies of insurance as reasonably required by Lessor.

The companies providing the insurance herein shall be authorized to do business in the Commonwealth of Massachusetts. 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.

## 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. 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 by Lessor or Lessee be construed as a waiver of any of the other provisions, 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; Ownership of Improvements. This Lease will terminate upon the first to occur: the expiration of the term hereof in accordance with the provisions of Article 2, or a default as described in Article Twelve.

Restoration Bond: At least 90 days prior to expiration of the base lease, if the option is to be requested, the Lessee must post a bond (amount to be determined at that time) in a sufficient amount to cover the restoration of the land to its original condition, according to the terms of Article Fifteen of this lease.

Removal of Lessee's Personal Effects: 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 to remove and dispose of any hazardous waste 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.

Environmental Compliance: Ninety days prior to the conclusion of the lease term, Lessor, at its sole cost, will perform a 21-E Study on the leased premises to provide assurance to itself 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 Ch. 21E



Redesign Legislation, Ch. 133 of the Acts of 1992), and any amendments thereto. Any discrepancies of compliance with the aforesaid requirement shall be corrected by Lessee at his sole expense, with the exception of compliance issues resulting from the actions of other entities.

ARTICLE SIXTEEN

Compliance with Airport and Regulatory Rules. Rules and regulations of Nantucket Memorial Airport, any Airport standards of operation and procedures, if any, as adopted by the LESSOR, any applicable rules or regulations of the FAA or any other state or federal regulatory agency having jurisdiction shall be an integral part of this agreement. The Airport Commissioners of Nantucket Memorial Airport shall furnish LESSEE with a copy of the Airport rules and/or standards, and it shall be the responsibility of the LESSEE to be familiar with those and any other applicable rules and regulations. LESSEE, its members or visitors, shall comply with all provisions of said procedures.

ARTICLE SEVENTEEN

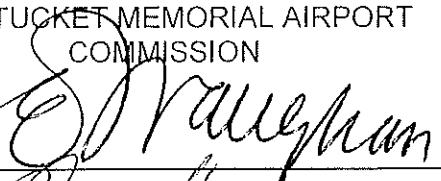
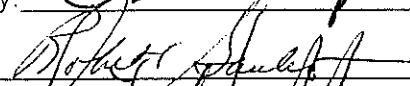
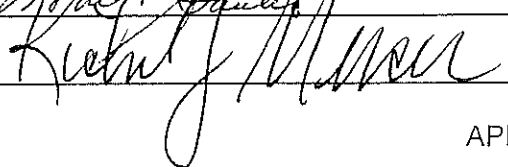
Notices: Unless otherwise specified herein, all notices, by either party to the other provided for in this lease shall be in writing and shall be sent by registered or certified mail, address to the Lessee at the address as shown on Lease Agreement and when addressed to the Lessor, shall be to the Airport Manager, Nantucket Memorial Airport, 30 Macy 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 under seal as of the day and year first above written.

NANTUCKET MEMORIAL AIRPORT  
COMMISSION

LESSEE: NANTUCKET GAS, INC.

By:   
  


By:   
Michael J. Ramos, President

APPROVED AS TO FORM

\_\_\_\_\_

(Airport Counsel)

PLAN OF LAND  
 IN  
 NANTUCKET, MASSACHUSETTS  
 AT NANTUCKET MEMORIAL AIRPORT  
 SHOWING THE BUNKER LEASE PARCELS  
 SCALE: 1"=200' DATE: JUNE 3, 1999  
 PREPARED FOR:  
 THE NANTUCKET MEMORIAL AIRPORT  
 NANTUCKET SURVEYORS, INC.  
 5 WINDY WAY  
 NANTUCKET, MA. 02554

$\Delta = 25^{\circ}53'11''$   
 $R = 419.83'$   
 $L = 189.68'$

CURVE "A"  
 $\Delta = 84^{\circ}00'44''$   
 $R = 25.00'$   
 $L = 36.66'$

LOT PORT  
 210,291 sq. ft.  
 4.82 acres

LOT AIR  
 418,775. sq. ft.  
 9.61 acres

LOT LEASE 1  
 43,560 sq. ft.  
 1.00 acres

LOT LEASE 2  
 43,580 sq. ft.  
 1.00 acres

RAMOS  
 Lease  
 Area

YATES

N.R.T.A.

$\Delta = 95^{\circ}59'16''$   
 $R = 25.00'$   
 $L = 41.68'$

$\Delta = 80^{\circ}51'09''$   
 $R = 55.00'$   
 $L = 67.21'$

$\Delta = 118^{\circ}46'56''$   
 $R = 50.00'$   
 $L = 103.66'$

$\Delta = 90^{\circ}00'00''$   
 $R = 85.00'$   
 $L = 149.23'$

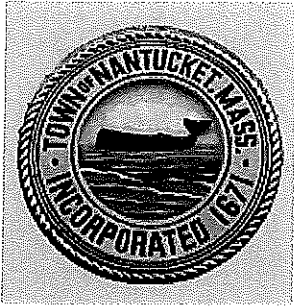
$\Delta = 80^{\circ}00'00''$   
 $R = 55.00'$   
 $L = 86.39'$

$\Delta = 89^{\circ}08'51''$   
 $R = 180.00'$   
 $L = 280.07'$

$\Delta = 89^{\circ}08'51''$   
 $R = 220.00'$   
 $L = 342.30'$

$\Delta = 80^{\circ}00'00''$   
 $R = 55.00'$   
 $L = 86.39'$

$\Delta = 90^{\circ}00'00''$   
 $R = 55.00'$   
 $L = 86.39'$



TOWN OF NANTUCKET  
CONTRACT AMENDMENT #1  
with  
KEVIN CONRAD HEATING & COOLING INC

Project Name: ARFF HVAC Replacement Coil and Anti-Freeze  
Nantucket Memorial Airport

Amendment Number: One

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by the Town of Nantucket, Nantucket Memorial Airport (hereinafter "TOWN") and Kevin Conrad Heating & Cooling Inc. (hereinafter "CONTRACTOR").

WHEREAS, on or about the 13th day of May, 2014, the parties hereto entered in a written contract, copies of which are hereby incorporated by reference; and

WHEREAS, the parties hereto have mutually agreed to modify certain terms of said contract;

NOW THEREFORE, in consideration of mutual benefits, the same previous contract referred to, is hereby modified and changed in the following manner:

*Amend Exhibit A, Item 7 Completion Date. - From September 30, 2014 to February 1, 2015.*

HOWEVER, each and every one of the other provisions and conditions of said previous contract shall be made and remain in full force and effect, and this amendment shall change said contract only so far as specified herein. This project may be subject to budgetary limits, limiting total funds available hereunder.

THIS AMENDMENT shall be effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014 and shall continue through the 31st day of August, 2014 unless continued by agreement of the parties in writing prior to said termination date.

IN WITNESS WHEREOF, we have hereunto joined in the Agreement as of the date first above written.

KEVIN CONRAD HEATING & COOLING, INC

TOWN OF NANTUCKET/NANTUCKET MEMORIAL AIRPORT:

\_\_\_\_\_  
Kevin Conrad, President

\_\_\_\_\_  
Daniel W. Drake, Chairman  
  
\_\_\_\_\_  
  
\_\_\_\_\_



AGREEMENT BETWEEN  
THE TOWN OF NANTUCKET, MASSACHUSETTS  
AND  
KEVIN CONRAD HEATING & COOLING



THIS AGREEMENT made effective May 13, 2014, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Nantucket Airport Commission, with offices at 14 Airport Road, Nantucket, Massachusetts 02554 (hereinafter called the "AIRPORT"), and **KEVIN CONRAD HEATING & COOLING** whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

**RECITALS:**

WHEREAS, the AIRPORT desires to retain the CONTRACTOR to provide certain services for the AIRPORT as described, below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR**

- 1.1 The AIRPORT hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement, to perform certain services for the AIRPORT, as described in Article 2.
- 1.2 In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the AIRPORT, on the one hand, and the CONTRACTOR on the other, and the AIRPORT shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

**ARTICLE 2 - SERVICES OF THE CONTRACTOR**

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on Exhibit A (the "Work").
- 2.2 The CONTRACTOR shall report, and be responsible, to the AIRPORT and its designee (if any) as set forth on Exhibit A.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the AIRPORT. The AIRPORT shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the AIRPORT in writing.

- 2.4 The CONTRACTOR represents and warrants to the AIRPORT that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform services in a professional manner adhering to a reasonable standard of care and in accordance with all applicable local, state or federal ordinances, laws, rules and regulations. The CONTRACTOR will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.
- 2.5 The CONTRACTOR represents and warrants to the AIRPORT that it is not a party to any agreement, contract or understanding which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise) which are produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be "work for hire" and shall be and become the property of the AIRPORT under applicable law or, to the extent that the "work for hire" doctrine does not apply, CONTRACTOR hereby grants to the AIRPORT a perpetual, royalty-free exclusive license in such items. The AIRPORT acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the AIRPORT in connection with any other project shall be at the AIRPORT's sole risk unless otherwise agreed to by the CONTRACTOR in writing.

### **ARTICLE 3 - PERIOD OF SERVICES**

- 3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the AIRPORT's reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed not later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an event which may not reasonably be anticipated or avoided or is otherwise beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the AIRPORT shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which makes the performance of the Agreement impossible without the expenditure of additional AIRPORT funds, the AIRPORT may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

#### ARTICLE 4 - PAYMENTS TO THE CONTRACTOR

- 4.1 The compensation to due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.
- 4.2 The CONTRACTOR will bill the AIRPORT at the completion of the work unless otherwise provided on Exhibit B, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the AIRPORT.
- 4.3 The AIRPORT will pay the CONTRACTOR upon review and approval of such invoices by the AIRPORT or its designee.
- 4.4 This project may be subject to budgetary restrictions which may limit the total amount of funds available for the work. Accordingly, unless otherwise stated on Exhibit B, the AIRPORT will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the AIRPORT.
- 4.5 The CONTRACTOR and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the designer in the preparation of the documents, as reasonably determined by the AIRPORT.

#### ARTICLE 5 - TERMINATION

- 5.1 This Agreement may be terminated, with cause, by either the AIRPORT or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The AIRPORT shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
  - (a) the AIRPORT shall remain liable for payments for the services and/or expenses of CONTRACTOR accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the AIRPORT as a result of the CONTRACTOR's default, if any), as determined by the AIRPORT but for no other amounts including, without limitation, claims for lost profits on work not performed; and
  - (b) the CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

## ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 The CONTRACTOR agrees to indemnify and save the Town of Nantucket/Nantucket Memorial Airport harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the Town of Nantucket for any and all costs, damages and expenses, including reasonable attorney's fees, which the Town of Nantucket pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the Town of Nantucket with respect to the CONTRACTOR, in connection with this Agreement.
- 6.2 Before commencing work, the CONTRACTOR shall obtain and maintain, at its expense and from insurance companies of a Best Rating of A or better which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the Town of Nantucket, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.
- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
  - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
  - (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
  - (d) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
  - (e) Such additional Insurance as the AIRPORT may reasonably require as set forth on Exhibit A.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the Town of Nantucket twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the Town of Nantucket. The Town of Nantucket/Nantucket Memorial Airport will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the AIRPORT upon the execution of this Agreement and at such times thereafter as the AIRPORT may reasonably request.

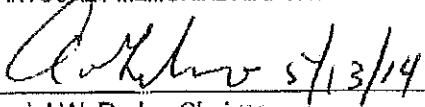
## ARTICLE 7 - GENERAL PROVISIONS

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the AIRPORT and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the AIRPORT.
- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the AIRPORT relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the AIRPORT specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with Exhibit A (Contractor, Scope of Work, Term), Exhibit B (Payments) and Exhibit C (Tax Compliance Certificate) and any additional exhibits referred to therein, constitute the entire agreement of AIRPORT and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by AIRPORT and CONTRACTOR. If there is any conflict between a term set forth in the body of this Agreement and a term set forth on Exhibit A or Exhibit B hereto, the term set forth in the Exhibit shall govern; however, if any term or provision of any document attached hereto or incorporated by reference conflicts with a term of this Agreement (including the Exhibits listed above), the term of the Agreement shall govern. Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.
- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the AIRPORT is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

NANTUCKET MEMORIAL AIRPORT COMMISSION:

 5/13/14  
Daniel W. Drake, Chairman

 5/13/14

Airport: Approved as to Funds Available



Bob Dickenson, Assistant Town Accountant

CONTRACTOR:

  
Print Name: Kevin Conrad

Title: President

FEIN: 20-4848536

**CONTRACT EXHIBIT A**

**CONTRACTOR, SCOPE OF WORK, TERM**

1. **Name of Contractor:** KEVIN CONRAD HEATING & COOLING, INC
2. **State of Incorporation:** MA
3. **Principal Office Address:** 5 Perry Lane, Nantucket, MA 02554
4. **Description of Services :**  
Parts and Labor associates with replacing the Train Duplex Coil in the ARFF Building HVAC System associated with the 2/18/14 loss incident including adding of anti-freeze to system.
5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):**  
Airport Manager or Office Manager
6. **Term of Agreement (§3.1):**
7. **Completion Date (§3.2):** September 30, 2014
8. **Additional Insurance Coverage (§6.2(e)):**

**CONTRACT EXHIBIT B**

**PAYMENTS**

1. **Lump Sum Method**


- a. **Maximum Project Amount:** \$31,400.00
  
- b. **Payment Increments:** 50% Deposit for Materials  
50% Final Payment Upon Completion
  
- c. **Reimbursable Expenses (if any):** None

EXHIBIT C

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, Sec.49A, the undersigned certifies under the penalties of perjury that it, to the best knowledge and belief of management, has filed all state tax returns and paid all state taxes required under law (if any, are so required).

By:

  
\_\_\_\_\_  
Name, President Kevin Conrod

5/6/2014  
\_\_\_\_\_  
Date

20-4848536  
\_\_\_\_\_  
FEIN:

**Amendment No. 1 To The**  
**AGREEMENT DATED JUNE 24, 2014 FOR PROFESSIONAL**  
**ENGINEERING SERVICES**  
**BETWEEN THE TOWN OF NANTUCKET, MASSACHUSETTS**  
**AND**  
**JACOBS ENGINEERING GROUP, INC. FOR**  
**MODERNIZATION DESIGN & CONSTRUCTION SERVICES OF THE FEDERAL**  
**AIRPORT TRAFFIC CONTROL TOWER AT NANTUCKET MEMORIAL AIRPORT**  
**(hereinafter the "Agreement").**

This Amendment, No. 1, effective November 11, 2014, serves to amend the Agreement as follows:

1. Amend Section "1. Scope of Work" to incorporate the changes and scope reductions described in the attached "Exhibit A.1" to the original Exhibit A of the Agreement.
2. Under Section "2. Contract Price", increase Contract Price "\$617,963" by **\$40,273** to **"\$658,236"**
3. Under Section "2. Contract Price", change  
"Article B Services – Design, 10%, 70%, 100% and Final \$509,803"  
to  
"Article B Services – Design, 10%, 70%, **80%**, 100% and Final **\$550,076"**
4. Replace page 1 (Fee Summary) and Article B tab of Exhibit B with the attached (revised) page 1 Fee Summary and Article B.

In all other respects the Agreement remains in full force and effect.

**JACOBS ENGINEERING GROUP INC.**

**TOWN OF NANTUCKET  
AIRPORT COMMISSION**

By: 

By: \_\_\_\_\_

Name: Kevin Woodrow

Name: \_\_\_\_\_

Title: Principal

Title: \_\_\_\_\_

**TOWN OF NANTUCKET  
AIRPORT COMMISSION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TOWN OF NANTUCKET  
APPROVED AS TO FUNDS AVAILABLE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TOWN OF NANTUCKET  
AIRPORT COMMISSION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attachments

**ATTACHMEMENTS**

1. Exhibit A.1 - Amendment No. 1 "De-Scoping"
2. Exhibit B – Revised Fee Proposal - Page 1 Fee Summary and Article B Services
3. Revised Project Schedule
4. Airport Concurrence With Proposed Project De-scoping Changes for Amendment No. 1

**Changes in the ACK ATCT Modernization Scope (Post 70% Submission) and changes to the Scope of Work in original Exhibit A of June 19, 2014 as depicted in Jacobs 70% Design submission**

**Exterior**

1. Delete all work on the exterior brick path.
2. Delete structural dunnage and mechanical equipment on the Terminal Building roof northeast of the ATCT.
3. New windows on the Third Floor's south façade will be identified as a Bid Alternate.
4. Delete Cab roof exhaust fan.

**First Floor**

5. Delete all proposed architectural, structural, mechanical, plumbing, fire suppression and fire alarm demolition work and new work, with the exception of the following:
  - a. The door frame to the Airport Security Room needs to still be demolished and a new one installed due to conduit passing through the frame and compromising the fire rating of the frame. Re-use existing door and door hardware.
  - b. A Bid Alternate will be shown that will keep the demolition of the ceiling in the Engine Generator Room to allow fireproofing to be applied to the underside of the floor deck and supporting open web steel joists for the Second Floor. Additionally, a portion of the partition above ceiling system between Hall and E/G Room will have to be sealed off. The FAA is to consult with their in-house EOSH group to determine if this work is required. If yes, the Bid Alternate identification for the work will not be used.
6. Retain architectural scope to provide new code compliant handrails and guardrails for the existing stair from the First Floor to the Second Floor. Provide new finishes on the stair treads (but not the intermediate landings) that match the finishes for the treads from the Second to Third Floor.
7. ATCT Power distribution and electronics grounding revisions at First Floor Electric Room shall remain as currently designed except for the following revision:
  - a. Delete the proposed new essential power feeder from the existing Terminal Basement Emergency Panelboard to the Cab and Equipment Room HVAC units. ATCT mechanical Panelboard EPL4 will be supplied from existing Panel-2 located at First Floor Engine Generator Room.

**Second Floor**

8. Delete all proposed architectural and structural demolition work on the Second Floor, with the exception of the following:
  - a. Retain all proposed demolition, and corresponding abatement, of the ACM floor tiles throughout the floor.



- b. Retain all proposed demolition of existing acoustical ceiling tiles in all rooms on the Second Floor. The existing T-grid system that supports the ceiling panels and the existing ceiling fixtures, i.e. sprinkler heads, smoke or heat detectors, exit lights, general lighting, shall be indicated to remain in place, however the contractor will be given the option of full or partial demolition of the system (with replacement with a new system) should this facilitate the work above the ceiling. In the Equipment Room the ceiling tiles, T-grid and lights will be demolished and replaced. Sprinkler heads will remain in the Equipment Room.
        - c. Millwork and sink for the existing Break Room will be indicated to be removed and reused to allow for abatement of flooring and then reinstalling millwork and sink.
        - d. The wall to the south of the Cable Closet and west of the Third Floor Stair (northeast corner of Equipment Room) will be demolished and rebuilt.
9. Delete proposed architectural and structural new work on Second Floor except for the new work in the Equipment Room, and the following:
  - a. Provide Second Floor rooms new floor treatment (carpet or VCT) and flooring trim, depending upon the function of the room. Exposed concrete is an acceptable finished floor for the Maintenance/Storage Room and the Equipment Room. A Bid Alternate for installing electrostatic dissipative VCT in the room atop the concrete will be provided.
  - b. New acoustical ceiling tiles will be provided for all rooms except those currently with no ceiling or a gypsum wallboard ceiling.
  - c. Existing walls in occupied rooms (all but the Maintenance/Storage Room, Storage and Janitor Closet) and existing doors will be repainted.
  - d. Handrail replacement for the stair from the Second Floor to the Third Floor will remain.
  - e. A code compliant guardrail will be provided at the Second Floor landing for the stair from the First Floor to the Second Floor.
10. Second Floor door hardware that is not ADA/ABA compliant will be replaced. The hardware replacement to consist of replacing the cylindrical knob locksets with cylindrical lever locksets.
11. Delete all mechanical and plumbing demolition and new work on the Second Floor except for demolition and new work in the Equipment Room and the following items:
  - a. Existing fin tube radiators and associated piping for the geothermal system will remain, except for the piping and radiator in the Equipment Room.
  - b. Repair of the existing exhaust fan for the Second Floor restroom will be required and it will need to be connected to roof cap already provided.
12. The proposed plumbing for the new sink in the Third Floor Break Room is to remain. Previously with the reworking of the Second Floor spaces the plumbing line was able to be brought to the main plumbing chase by lowering the ceilings in the rooms along its path. It is likely the existing ceiling and ceiling grid fixtures in the rooms along the path of this line will need to be modified to allow the ceiling to be lowered to accommodate the plumbing line.
13. The new lighting for the Second Floor and Third Floor rooms will be modified from LED to T8 fluorescent.

14. Existing Panelboard F's demolition will remain in the scope. The existing circuit that feeds the stairwell pressurization fan will be relocated to existing Panelboard 2 on the First Floor. The other remaining circuit in the panelboard will be relocated to new Panelboard G.
15. Demolition of existing Panelboard G will remain, but a new Panelboard G will be provided in the same location. New Panelboard G will be a 42 pole panel, versus the current 30 pole panel, thus some demolition work of the CMU wall which the panel is located within will be required.
16. Delete new Panelboards NLP1 and NLP2 from the scope (Panelboard G above will take their place).
17. A Bid Alternate to provide additional surface-mounted electrical receptacles with corresponding conduit will be provided for the following Second Floor rooms: ATM Office, Reception Clerical, Operation's Office and Ready and Training Room.
18. The removal of the pre-action fire system and replacement with a wet pipe system for the Second Floor Equipment Room and Cab will remain. The existing piping used for the pre-action system will be reused for the wet pipe system with a short connection pipe provided.

Attic, Third Floor and Cab

19. The current demolition and new work scope for the Attic, Third Floor and Cab (interior and exterior work) will remain unchanged with the exception of the following:
  - a. Delete the demolition of the Attic level plywood platform above the stair from the First Floor to the Second Floor.
  - b. The existing geothermal system will be demolished and capped either at the Third Floor or in the ceiling area above the Second Floor Equipment Room (previously it was capped at the floor of the Second Floor).
  - c. The Catwalk guardrails will be modified to painted galvanized from stainless steel.
  - d. Lockers on the Third Floor will be identified as a Bid Alternate for procurement. The contractor will still be expected to install new lockers (government furnished) under the base bid.

In an effort to reduce value of base construction bids, the following modernization features will be removed from the base construction bid, with instruction to bidders to submit in their proposals as Bid Alternates. The Bid Alternates will be listed in accordance with the following prioritization, as provided by the FAA and the Airport:

1. Add First Floor Engine Generator Room spray-on fireproofing and wall modifications (Note – the FAA may deem this item to be in the base scope of work pending discussions with their EOSH Group).
2. Add additional wall-mounted outlets (fed from new Panelboard G) in the Second Floor ATM Office, Reception/Clerical Office, Operation's Office and ready and Training Room.
3. Add electrostatic dissipative VCT flooring in the Second Floor Equipment Room.
4. Add procurement of the Third Floor lockers.
5. Add two windows on the Third Floor and all required modifications as identified in the 70% design package.

Should the Airport or FAA have recommendations for additional Bid Alternates to the "de-scoped" 70% design, they will be considered for incorporation into the project.

**Changes in the ACK ATCT Modernization Schedule (Post 70% Submission)**

In order to meet the Airport's desire to pursue construction bids and award as soon as practicable, the attached design schedule reflects the following substantive changes:

1. Addition of an 80% Submission (drawings only). This submission is intended to allow a review of the design drawing updates reflecting the major changes (de-scoped items, added items and identification of bid alternates).
2. Addition of an addendum to the filed sub-bidders after review comments on the 100% Submission are provided by the Airport and the FAA (the addendum will be issued before comments are provided by the permitting authority). Note that the timing of this added milestone is predicated upon receipt of final direction from the Airport and the FAA at the conclusion of the 100% Review Meeting.
3. Deletion of cost estimate in the final phase. The cost estimate provided with the 100% Submission will be the last cost estimate deliverable under this project.

**EXHIBIT B – REVISED FEE PROPOSAL  
PAGE 1 – FEE SUMMARY  
& ARTICLE B SERVICES**

**Modernization Design for  
The Existing Airport Traffic Control Tower (ATCT) - Amendment no. 1, November 11, 2014**

**FEE SUMMARY**

	<u>Hours</u>	<u>Fee</u>	
<b>Lump Sum</b>			
Article A: Data Collection	290	\$ 73,124	
Article B: Design, Specifications and Meetings	3,236	\$ 550,076	<i>Amend. No. 1</i>
Article C: Advertising and Bidding	170	\$ 35,036	
Article D: General Administration	<u>0</u>	<u>\$ -</u>	
<b>Total Lump Sum Fee</b>	<b>3,696</b>	<b>\$ 658,236</b>	<i>Amend. No. 1</i>

	<u>Hours</u>	<u>Fee</u>	
<b>T &amp; M</b>			
Article E: Construction Administration	0	\$ -	
Article F: Resident Engineering	0	\$ -	
<b>Total Cost Plus Fee</b>	<b>0</b>	<b>\$ -</b>	

<b>TOTAL PROJECT FEE</b>	<b>3,696</b>	<b>\$ 658,236</b>	<i>Amend. No. 1</i>
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Moderernization Design for  
The Existing Airport Traffic Control Tower (ATCT) - Amendment no. 1, November 11, 2014

Article B: Design, Specifications and Meetings

WORK ITEM	Project Exec	Project Manager	Sr. Civil Engineer	Sr. Architect	Architect	Sr. Struct Engineer	Struct Engineer	Sr. Mech Engineer	Mech Engineer	Sr. Electr Engineer	Electrical Engineer	Sr. PE Engineer	Cost Estimator	Admin	TOTAL
<b>100% Concept Design Submission</b>															
1	3	34			78	120	5	4	52	34	24	20	44	4	472
2	2	8			8		1	4		4		4	4		35
3		8			8				2	2		2	2		24
4	4	28			28	0	0		28	4		2			94
5		4			2			2	2	2		2			12
<b>70% Submission</b>															
6	4	36			96	184	44	44	180	72	92	88	54	4	942
7		2			2	24								4	34
8	2	2			24	24								4	56
9	0	0			0	0								0	0
10	0	0			0	0								0	0
11	4	8			12		4	12		8		4	4		26
12		8			8	4	1		4	4		4	2		35
13	4	28			28	28	1		28	28		20			165
14		6			2		1		2	2		2			15
<b>100% Submission</b>															
15	2	28			56	84	16	20	112	64	168	12	28	4	586
16	4	4			20	24									48
17	0	0			0	0									0
17A	8	16			16			4		4		4	4		48
17B	2	10			24	80		4	16	8	16	12			160
17C	2	4			4			4		4		4			22
18	4	8			12		4	12		12		4	2		58
19		8			8		1		4			2	2		29
20	2	20			20		1	4	4	4		2			53
21		4			2		1		2	2		2			13

Modernization Design for  
The Existing Airport Traffic Control Tower (ATCT) - Amendment no. 1, November 11, 2014

Article B: Design, Specifications and Meetings

WORK ITEM	Project Exce	Project Manager	Sr. Civil Engineer	Sr. Architect	Architect	Sn. Struct Engineer	Struct Engineer	Sr. Mech Engineer	Mech Engineer	Sr. Electr Engineer	Electrical Engineer	Sr. FP Engineer	Civil Estimator	Admin	TOTAL
Final Submission															
22 Update Construction Documents with 100% with 100% Review Comments.	4	16	0	20	44	6	8	6	24	24	30	16	0		188
23 Issue Final Signed & Sealed Design for Building Permit. Prepare to Issue for Bid (See Article C)		4	0	4	4	2	2					2		4	24
24 Issue Post-final Design Addendum to address Building Permit Comments	2	8	0	12	12	3	4	4	12	4	8	6		4	76
<b>TOTAL HOURS</b>	54	302	0	500	632	90	86	124	472	292	268	234	150	32	3,236
<b>RATE</b>	\$ 90	\$ 80	\$ 60	\$ 70	\$ 48	\$ 80	\$ 80	\$ 80	\$ 52	\$ 70	\$ 37	\$ 72	\$ 62	\$ 37	\$ 32
<b>PAYROLL ESTIMATE</b>	\$ 4,860	\$ 24,160	\$ -	\$ 35,000	\$ 30,336	\$ 7,200	\$ 3,182	\$ 9,920	\$ 24,544	\$ 20,440	\$ 9,916	\$ 16,848	\$ 9,300	\$ 1,184	\$ 196,890

Tasks Expenses - Travel:

- 10% 10% Review Meeting \$ 4,900
- 35% HDC Meeting #1 \$ 1,279
- 35% HDC Meeting #2 \$ -
- 70% 70% Review Meeting \$ 7,398
- 100% **Additional Site Survey for Descoping Project \$ 500 Amend 1, Allowance, 1 Traveller**
- 100% 100% Review Meeting \$ 2,274

**TOTAL PAYROLL \$ 196,890**

Overhead 123.01% \$ 242,194  
Subtotal \$ 439,084

Profit 12% \$ 52,690  
Payroll Fee \$ 491,774

Expenses - Jacobs \$ 30,747

Expenses - Other Direct Costs (ODC):

- 10% Printing and Shipping \$ 405
- 35% Printing, Shipping and HDC Permits \$ 387 Includes \$50 HDC permit fees
- 35% Printing, Shipping and HDC and submission \$ -
- 70% Printing and Shipping \$ 2,955
- 100% **Issue 80% w/ Descoping as Pre-100% Amend 1, Approx 2/3 of site sets**
- 100% Printing, Shipping and Building Permits \$ 6,617 Includes \$3,525 building permit fees
- Final Printing and Shipping \$ 3,132
- Addendum Printing and Shipping \$ 700

**\$ 14,396**

Expenses Total - Jacobs \$ 30,747

Subs

- Historic Abatement - Norver Armstrong \$ 20,430
- Historic Preservation - FMA \$ 6,575 Assuming No Exterior Stair

Sub-Total Sub-Consultants \$ 27,015

**TOTAL FEE \$ 550,076**

**REVISED PROJECT SCHEDULE – AMENDMENT NO. 1**

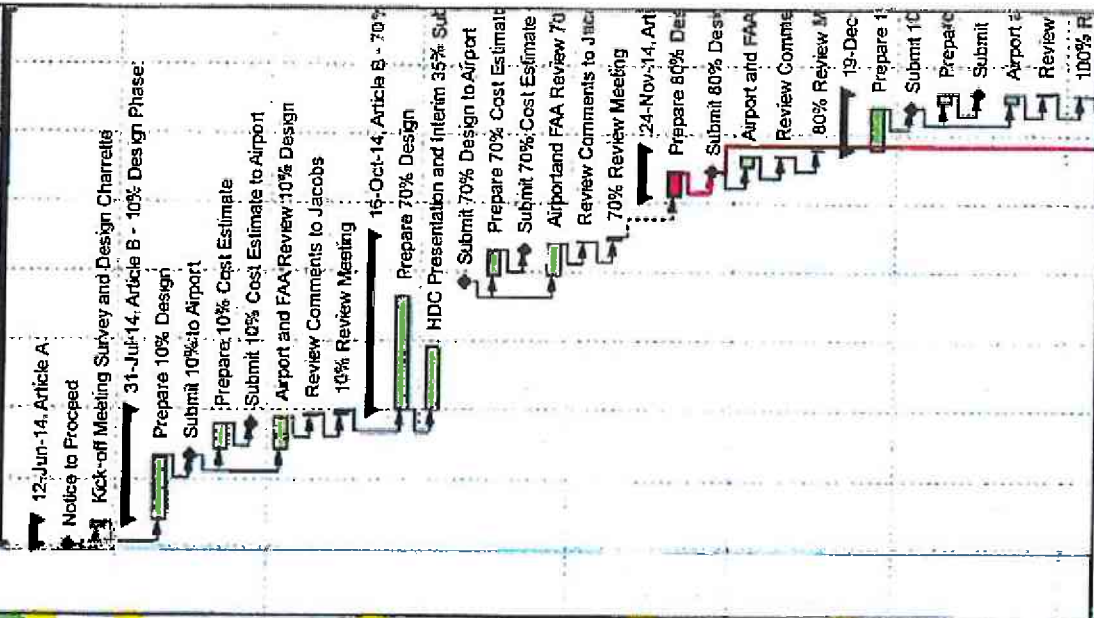


Classic Schedule Layout

Activity ID	Activity Name	Original Duration	Start	Finish
ACK1000	Notice to Proceed	0	02-Jun-14	02-Jun-14
ACK1080	Kick-off Meeting Survey and Design Charrette	3	10-Jun-14	12-Jun-14
<b>Article B - 10% Design Phase</b>				
ACK1010	Prepare 10% Design	34	13-Jun-14	31-Jul-14
ACK1020	Submit 10% to Airport	20	13-Jun-14	11-Jul-14
ACK1030	Prepare 10% Cost Estimate	0	11-Jul-14	11-Jul-14
ACK1040	Submit 10% Cost Estimate to Airport	10	14-Jul-14	25-Jul-14
ACK1050	Airport and FAA Review 10% Design	0	11-Jul-14	25-Jul-14
ACK1060	Review Comments to Jacobs	11	14-Jul-14	28-Jul-14
ACK1070	10% Review Meeting	1	29-Jul-14	29-Jul-14
<b>Article B - 70% Design Phase</b>				
ACK2000	Prepare 70% Design	55	01-Aug-14	16-Oct-14
ACK2010	HDC Presentation and Interim 35% Submittal	36	01-Aug-14	19-Sep-14
ACK2020	Submit 70% Design to Airport	20	01-Aug-14	28-Aug-14
ACK2030	Prepare 70% Cost Estimate	0	10-Sep-14	26-Sep-14
ACK2040	Submit 70% Cost Estimate to Airport	10	29-Sep-14	10-Oct-14
ACK2050	Airport and FAA Review 70% Design	0	10-Oct-14	10-Oct-14
ACK2060	Review Comments to Jacobs	11	29-Sep-14	13-Oct-14
ACK2070	70% Review Meeting	1	14-Oct-14	14-Oct-14
<b>Article B - 80% Design Phase</b>				
ACK2100	Prepare 80% Design	2	15-Oct-14	16-Oct-14
ACK2130	Submit 80% Design to Airport	15	03-Nov-14	24-Nov-14
ACK2160	Airport and FAA Review 80% Design	10	03-Nov-14	14-Nov-14
ACK2170	Review Comments to Jacobs	0	14-Nov-14	14-Nov-14
ACK2180	80% Review Meeting	5	17-Nov-14	21-Nov-14
<b>Article B - 100% Design Phase</b>				
ACK3009	Prepare 100% Design	0	21-Nov-14	21-Nov-14
ACK3010	Submit 100% Design to Airport	0	24-Nov-14	24-Nov-14
ACK3020	Prepare 100% Cost Estimate	20	24-Nov-14	19-Dec-14
ACK3030	Submit 100% Cost Estimate to Airport	15	24-Nov-14	12-Dec-14
ACK3040	Airport and FAA Review 100% Design	0	12-Dec-14	12-Dec-14
ACK3050	Review Comments to Jacobs	5	15-Dec-14	19-Dec-14
ACK3060	100% Review Meeting	0	19-Dec-14	19-Dec-14

**Nantucket Regional Airport**

**Nantucket Regional Airport**



Actual Work  
 Remaining Work  
 Critical Remaining ...  
 Milestone

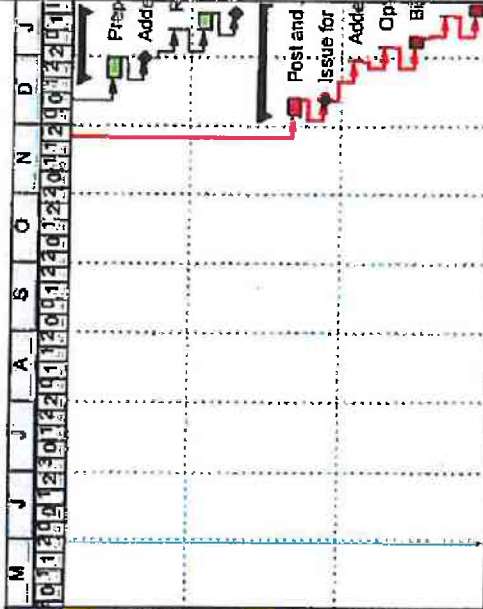
TASK filter: Client - ACK.

Nantucket Regional Airport

Classic Schedule Layout

11-Nov-14 11:54

Activity ID	Activity Name	Original Duration	Start	Finish
<b>Article B - Final Design Phase</b>				
ACK3065	Prepare Addendum to Filed Sub-bidders	18	22-Dec-14	19-Jan-15
ACK3070	Addendum to Filed Sub-bidders	5	22-Dec-14	30-Dec-14
ACK3080	Receive Building Permit Submission Review Comments (Assumed Date)	0		30-Dec-14
ACK4005	Prepare Final Design	1	12-Jan-15	12-Jan-15
ACK4010	Submit Final Design to Airport	6	12-Jan-15	19-Jan-15
<b>Article C</b>				
ACK5000	Post and Advertise	33	05-Dec-14	23-Jan-15
ACK5005	Issue for Filed Sub-bid	5	05-Dec-14	12-Dec-14
ACK5010	Addendum to Filed Sub-bids	0		12-Dec-14
ACK5015	Open Filed Sub-bids	0	30-Dec-14	30-Dec-14
ACK5020	Bid Analysis of Filed Sub-bids	5	05-Jan-15	05-Jan-15
ACK5030	Open G.C. Bids	0	05-Jan-15	09-Jan-15
ACK5040	Bid Analysis of G.C. Bids	5	19-Jan-15	19-Jan-15



Actual Work Remaining Work Critical Remaining ... Milestone

**AIRPORT CONCURRENCE WITH PROPOSED PROJECT DESCOPING**

**Hashem, Sam**

---

**From:** Janine Torres [jtorres@nantucketairport.com]  
**Sent:** Thursday, November 06, 2014 1:19 PM  
**To:** Hashem, Sam; trafter@nantucketairport.com  
**Cc:** Fiedorek, James  
**Subject:** RE: Finalized ACK ATCT Modernization Scope Changes and Meeting Minutes from Nov 3 Telecon

Sam/Jim

Nantucket Airport accepts the proposed de-scoping changes as presented in the 11/5/14 email attachment.

**Janine M. Torres**  
Office Manager  
Nantucket Memorial Airport  
14 Airport Rd, Unit 1  
Nantucket, MA 02554  
(508) 325-5300 Ext 12 Phone  
(508)-325-5306 Fax  
(508) 901-0726 Cell

**From:** Hashem, Sam [<mailto:Sam.Hashem@jacobs.com>]  
**Sent:** Wednesday, November 05, 2014 2:36 PM  
**To:** [trafter@nantucketairport.com](mailto:trafter@nantucketairport.com); Janine Torres ([jtorres@nantucketairport.com](mailto:jtorres@nantucketairport.com))  
**Cc:** Fiedorek, James  
**Subject:** RE: Finalized ACK ATCT Modernization Scope Changes and Meeting Minutes from Nov 3 Telecon

Tom/Janine;

Please indicate acceptance of the proposed changes, so we can include in our upcoming de-scoping Amendment no. 1 Change Proposal.

As we had discussed, Jacobs is proceeding with these post-70% changes to minimize impact to the overall schedule, in anticipation that the Amendment will be executed in the near future.

Thank you.

**Sameh Hashem, PE**  
Program Manager

**JACOBS** | Global Buildings

1100 N. Glebe Road | Suite 500 | Arlington, VA 22201  
O: 571.218.1332 | M: 703.627.3896 | F: 571-218-1304  
[sam.hashem@jacobs.com](mailto:sam.hashem@jacobs.com)

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**From:** Fiedorek, James  
**Sent:** Wednesday, November 05, 2014 1:18 PM  
**To:** [trafter@nantucketairport.com](mailto:trafter@nantucketairport.com); Janine Torres ([jtorres@nantucketairport.com](mailto:jtorres@nantucketairport.com)); 'steven.berube@faa.gov';

[kathleen.coffey@faa.gov](mailto:kathleen.coffey@faa.gov)

Cc: Hashem, Sam

Subject: Finalized ACK ATCT Modernization Scope Changes and Meeting Minutes from Nov 3 Telecon

Tom, Janine, Steve and Kathy;

Attached please find two files. The first file identifies our understanding of the proposed scope modifications to the post 70% ACK ATCT modernization design. This file is an updated version of the information sent out in my e-mail last Friday. In addition, Steve Berube and I had a discussion earlier today which modified slightly the discussions we had on Monday. I have highlighted the changes made to the scope based upon these discussions since not everyone participated in this. This amendment will be the basis of the design change proposal we plan to submit later this week. In addition to the design change information I have included a second file that summarizes the non-scope discussions of the telecon earlier this week.

If you have any questions/comments about the attached information please let me know.

Thanks,

Jim Fiedorek, P.E.

Jacobs Engineering – Project Manager

571-218-1316 (office)

571-216-2070 (mobile)

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TOWN OF NANTUCKET  
CONTRACT AMENDMENT #2  
with  
WESTON SOLUTIONS, INC.

Project Name: Environmental Consulting Services Agreement  
Nantucket Memorial Airport

Amendment Number: Two

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by the Town of Nantucket, Nantucket Memorial Airport (hereinafter "TOWN") and Weston Solutions, Inc. (hereinafter "CONTRACTOR").

WHEREAS, on or about the 6<sup>th</sup> day of February, 2014, the parties hereto entered in a written agreement, copies of which are hereby incorporated by reference; and services covered under this agreement were paid under Purchase Order #14004842 in the amount of \$3,495.00 and Purchase Order #14006337 in the amount of \$16,752.32.

WHEREAS, the parties hereto have mutually agreed to modify certain terms of said agreement;

NOW THEREFORE, in consideration of mutual benefits, the same previous agreement referred to, is hereby modified and changed in the following manner:

*Include Weston Solutions, Inc. Modification 2 dated July 1, 2014, in the amount \$1,235.50, a copy of which is attached.*

HOWEVER, each and every one of the other provisions and conditions of said previous agreement shall be made and remain in full force and effect, and this amendment shall change said contract only so far as specified herein. This project may be subject to budgetary limits, limiting total funds available hereunder.

THIS AMENDMENT shall be effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014 and shall continue through the 30th day of January, 2015 unless continued by agreement of the parties in writing prior to said termination date.

IN WITNESS WHEREOF, we have hereunto joined in the Agreement as of the date first above written.

CONTRACTOR:

TOWN OF NANTUCKET/NANTUCKET MEMORIAL AIRPORT:

\_\_\_\_\_  
Weston Solutions, Inc.

\_\_\_\_\_  
Daniel W. Drake, Chairman  
\_\_\_\_\_  
\_\_\_\_\_



**REMIT TO:** Weston Solutions, Inc.  
 P.O. Box 405163  
 Atlanta, GA 30384-5163  
 Phone 610-701-3000/Fax 610-701-4600

**ACH PAYMENTS:** Weston Solutions, Inc.  
 Account: 009429223574  
 Bank of America, ABA: 011900254

PLEASE REFERENCE THE INVOICE NUMBER ON THE PAYMENT.

Warrant Date 090314  
 Vendor # 94433  
 Invoice # AUG2014-02340  
 Billing Number: 3  
 Invoice Number: AUG2014-02340  
 PO # 1500180  
 Object # 65482  
 Amount \$ 53300  
 Approved 1235.50  
T. Rafter  
 Remit to: Weston Solutions Inc.  
 PO Box 405163  
 Atlanta, GA 30384-5163  
 Terms: Net 30  
 Due Date: 9/17/2014

8/18/2014

Weston Solutions Inc.  
 PO Box 405163  
 Atlanta, GA 30384-5163

Net 30  
 9/17/2014

Project Number: 15295.001.001 & 002  
 Project Name: NMA Environmental Consulting  
 Project Manager: Christopher Kane  
 Project Period of Performance: April 19, 2014 through July 28, 2014

Task Title	Budget	Curr Amt	Prev Amt	Cum Amt	Rem Budget
Task 1000: Meetings	\$ 520.00	\$ -	\$ 520.00	\$ 520.00	\$ -
Task 2000: File Review	\$ 975.00	\$ -	\$ 975.00	\$ 975.00	\$ -
Task 3000: Site Inspection	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -
Task 4000: Stockpile Sampling	\$ 16,934.32	\$ -	\$ 16,752.32	\$ 16,752.32	\$ 182.00
MOD 1: MCP Notification Support	\$ 1,235.50	\$ 1,235.50	\$ -	\$ 1,235.50	\$ -
<b>TOTAL</b>	<b>\$ 21,664.82</b>	<b>\$ 1,235.50</b>	<b>\$ 20,247.32</b>	<b>\$ 21,482.82</b>	<b>\$ 182.00</b>

Please Pay This Amount

\$1,235.50

RECEIVED  
 NOV 20 2014  
 BY: \_\_\_\_\_

RECEIVED  
 AUG 19 2014  
 BY: \_\_\_\_\_

**NOTES TO Weston Solutions, Inc.  
Invoice No.: AUG2014-02340  
Invoice Date: August 18, 2014  
Nantucket Memorial Airport, Nantucket, MA  
WO# 15295.001.002  
Invoice Narrative-NMA Environmental Consulting  
(MCP Notification Support)**

---

**Invoice Period: April 19, 2014 through July 28, 2014**

**Task 4000 MCP Notification Support**

- Provided LSP and PM support to NMA through 28 July 2014 for MCP Notification based on the 120 day notification requirement deadline of 15 August 2014 to MassDEP. Notification was made on 28 July 2014 by NMA (Release Tracking No. 4-25255).
- Task Complete





**ATTACHMENT 1  
SCOPE OF WORK**

**1) MCP Notification Support**

WESTON provided notification via letter report dated 18 April 2014 to NMA regarding concentrations of metals above the respective Reportable Concentrations listed in 310 CMR 1600. As advised in the letter report, notification is required to MassDEP within 120 days or by the due date of 15 August 2014. This scope of services includes support provided by WESTON LSP and PM to NMA to ensure the appropriate notification is completed and submitted to MassDEP by NMA.

Additional support beyond this scope of services, i.e., Phase I Report preparation is not included but can be provided on a T&M basis using the base contract labor rates. A Phase I Report is due within 1 year of the notification.

**MCP Notification Support (LS):**

**\$1,235.50**

**SCHEDULE**

We are prepared to provide the support services following acceptance of this modification up to the notification due date. However, it is strongly recommended that NMA consider notification prior to 1 August 2014 to allow ample time to ensure the notification is made by 15 August 2014.

**OTHER DIRECT EXPENSES**

Other indirect expenses including mileage; travel and travel-related expenses; shipping and postage; regulatory filing fees, permits or licenses; reproductions; etc. are not anticipated and therefore are not included in this proposal.

Please sign below to accept this agreement and send us a copy. If you have any questions, please contact us. Thank you for allowing us the opportunity to provide this proposal.

Proposal Accepted by:  
Signature: [Handwritten Signature]  
Name: Neah G. Kerby  
Position: Env. Coord. NANT

Date: 7/2/14

Nantucket Memorial Airport Manager (or other approved representative)

**Weston Solutions, Inc**  
 45 Constitution Ave, Suite 100  
 Concord, NH 03301  
 Phone: 603-656-5428

**ATTACHMENT 2**



**COST SUMMARY**

Project Title: Nantucket Memorial Airport-FUDS      Client / Contract: NMA  
 Project Location: Nantucket, Massachusetts      Date Prepared: 1-Jul-14  
 Work Element: MCP Notification Support

LABOR CATEGORY	QTY	UOM	UNIT RATE	Total Cost
<b>Home Office</b>				
LSP - Provide MCP Notification Support	6.00	HR	\$145.00	\$870.00
Project Manager - Overall coordination	2.00	HR	\$125.00	\$250.00
Chemist - Valldate data-.5 hr/sample	0.00	HR	\$112.00	\$0.00
Procurement - Setup lab/UXO PO	0.00	HR	\$110.00	\$0.00
CAD Operator	0.00	HR	\$85.00	\$0.00
Project Scientist - Prep w/lab/materials/supplies, etc.	0.00	HR	\$80.00	\$0.00
Cost Analyst - Setup Task Modification	1.00	HR	\$70.00	\$70.00
Administrative - Filing/copying/shipping	0.50	HR	\$65.00	\$32.50
<b>Field</b>				
Sample Technician/Project Scientist (mob/demob/sample)	0.00	HR	\$80.00	\$0.00
<b>GRAFT LABOR</b>				
<b>TOTAL LABOR</b>	<b>9.5</b>			<b>\$1,222.50</b>
<b>EXTERNAL EXPENSE (equipment /materials)</b>				
Cell Phone Charges	0.00	DY	\$10.00	\$0.00
Shipping (Sample Containers)	0.00	LS	\$250.00	\$0.00
PPE (gloves, booties, glasses, etc.)x2	0.00	DY	\$20.00	\$0.00
Sampling Equipment and Supplies	0.00	DY	\$25.00	\$0.00
Schonstedt	0.00	DY	\$50.00	\$0.00
<b>TOTAL EXTERNALS</b>				<b>\$0.00</b>
<b>INTERNALS</b>				
Computer Recovery	1.00	HR	\$13.00	\$13.00
<b>TOTAL INTERNALS</b>				<b>\$13.00</b>
<b>TRAVEL</b>				
POV Mileage	0.00	MI	\$0.63	\$0.00
Parking	0.00	DY	\$10.00	\$0.00
Ferry (Hyline-RT)	0.00	LS	\$87.00	\$0.00
Rental Car - Windmill Auto Rental	0.00	DY	\$200.00	\$0.00
FY 2014 GSA-MI&E	0.00	DY	\$68.32	\$0.00
<b>TRAVEL TOTAL</b>				<b>\$0.00</b>
<b>SUBCONTRACT</b>				
UXO Avoidance-VR Habillis	0.00	LS	\$2,016.00	\$0.00
Analytical Services	0.00	LS	\$9,576.00	\$0.00
<b>SUBCONTRACTOR TOTAL</b>				<b>\$0.00</b>
<b>TOTAL COST</b>			<b>LUMP SUM TOTAL</b>	<b>\$1,235.50</b>



**AGREEMENT BETWEEN  
THE TOWN OF NANTUCKET  
NANTUCKET MEMORIAL AIRPORT  
AND  
WESTON SOLUTIONS, INC.**



This AGREEMENT, effective the \_\_\_\_\_, 2014 made by and between the TOWN OF NANTUCKET, acting by and through its Airport Commission, (hereinafter, the "AIRPORT") and Weston Solutions, Inc., PO Box 405163, Atlanta, GA 30384-5163 (hereinafter, the "CONTRACTOR").

A. Whereas, the AIRPORT desires to engage the CONTRACTOR as an independent contractor to perform the services set forth on EXHIBIT A, attached hereto (the "Services");

B. Whereas, the CONTRACTOR agrees to accept the engagement by the AIRPORT in accordance with the terms set forth herein;

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, agree as follows:

1. The AIRPORT hereby retains the CONTRACTOR to perform the Services and the CONTRACTOR agrees to perform the Services as provided herein. Any written or other materials or intellectual property produced by the CONTRACTOR for the AIRPORT hereunder shall be the property of the AIRPORT and, upon the expiration or termination of this Agreement the CONTRACTOR shall deliver copies of the originals of all such materials, as well as notes, work papers and the like, to the AIRPORT.

2. The term of this Agreement will commence on the starting date above and terminate on December 31, 2015, or when the performance of the Services has been completed in a manner reasonably satisfactory to the AIRPORT. The AIRPORT shall have the right to terminate this Agreement at any time and for any reason upon written notice given to the CONTRACTOR.

3. The CONTRACTOR will perform the Services in a first class, professional manner and in compliance with all applicable federal, state and local laws, regulations and ordinances. The CONTRACTOR shall be subject to the administrative supervision of the Board of Selectmen, or its designee, who shall be responsible for scheduling the work to be done by the CONTRACTOR on a daily or other basis. The CONTRACTOR shall perform the Services in cooperation with AIRPORT personnel as appropriate.

4. The AIRPORT will pay the CONTRACTOR compensation in the amount of \$21,388.38, plus Direct Expenses not to exceed \$1,000.00 as payment in full for the Services. This agreement may be subject to budgetary limits and, in such case, the AIRPORT shall not be obligated to pay the CONTRACTOR any amount of fees or expense in excess of \$22,388.38 without the express prior written approval of the Airport Commission.

5. The parties acknowledge that the CONTRACTOR is an independent contractor and not an employee of the AIRPORT. The CONTRACTOR shall not be entitled to any employment fringe benefits to which AIRPORT employees are entitled.

6. To the extent permitted by the CONTRACTOR'S professional liabilities and/or liability insurance, the CONTRACTOR agrees to indemnify and hold harmless the TOWN OF NANTUCKET and its agents, officers and employees from any losses, claims or costs, of whatever kind or nature, suffered by the TOWN OF NANTUCKET or any third party which result from, or are related to, the performance (or failure to perform) by the CONTRACTOR of Services pursuant to this Agreement. The CONTRACTOR shall obtain and maintain such polices of insurance, written by companies licensed to do business in Massachusetts, as may be set forth on Exhibit A and shall add the TOWN OF NANTUCKET/NANTUCKET MEMORIAL AIRPORT as an additional insured thereunder.

*IN WITNESS THEREOF:*

CONTRACTOR

NANTUCKET MEMORIAL AIRPORT COMMISSION:

X \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Daniel W. Drake, Chairman

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

\_\_\_\_\_  
\_\_\_\_\_

FEIN/SSN: 23-1501990

Department Org./Obj. Code: **65482 53100**

As to the Availability of Funds:

\_\_\_\_\_  
Brian Turbitt, Finance Director or  
Bob Dickenson, Assistant Town Accountant

## EXHIBIT A

1. Description of Services:

Environmental Consulting Services related to dirt Stockpile X related to the Formerly Used Defense Site (FUDS) as more specifically described on Exhibit D.

2. Other payment terms: Payment upon completion of each phase of work, submission of CONTRACTOR'S invoice and approval of invoice by the AIRPORT.

Item 1: \$14,996.69

Item 2: \$6,391.69

Direct Expenses: Not to Exceed \$1,000.00

3. Insurance Required (if any):

- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
- (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
- (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
- (d) Errors and Omissions Insurance of not less than \$1 million per claim.
- (e) Such additional insurance as may be required to be carried by the CONTRACTOR by law.

**EXHIBIT B**

**TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

23-1501990

\_\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Print: \_\_\_\_\_, President

\_\_\_\_\_  
Weston Solutions, Inc.

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

**EXHIBIT C**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

---

Signature

Date

---

Please Print Name

Weston Solutions, Inc.

---

Name of Business





**SCOPE OF WORK/COST SUMMARY**

**1) Sample Collection/Analytical**

WESTON will mobilize to the site (1 Geologist/Sample Technician and 1 UXO Specialist), delineate/markout the stockpile into sections for sampling (at base of pile), perform UXO avoidance (to ensure safety of technician), markout sample locations, and collect a total of eight (8) insitu surface soil samples from Stockpile "X" to evaluate contaminants of potential concern to determine if any samples exceed reportable concentrations under the MCP. Additional quality control samples (duplicate and MS/MSD) will be collected, See attached Cost Summary (Attachment 2).

Analysis will include metals and explosives (see below) based on targeted SI and MCP compounds and munitions constituents of concern. Samples will be packaged onsite and shipped to Katahdin Analytical Services, Inc. (Scarborough, ME) for laboratory analysis. Samples will be analyzed based on a 14-calendar day turn-around-time (TAT). WESTON will review and validate all data in Level III-Electronic Data Deliverable (EDD) format and provide a Data Summary to NMA. WESTON will advise if any MCP reporting criteria, i.e., notifications are triggered.

<u>Description</u>	<u>Method</u>
Metals (list of 21)*	SW846 3050B/6010B
Mercury	SW846 7471A
Zirconium	SW846 3050/6010B
Explosives	SW846 8330A
Picric Acid	SW846 8330M
Total Kjeldahl Nitrogen	EPA 351.2
Perchlorate	SW846 6850
MCP 8270 SVOC List	SW846 8270C
Cyanide	SW846 9012

Note\*\*\*: Al, Sb, As, Ba, Be, Cd, Cr, Co, Cu, Fe, Pb, Mg, Mn, Hg, Mo, Ni, Se, Ag, Ti, V, and Zn

Weston will provide the sampling, UXO avoidance support, laboratory analysis, data validation, and a Data Summary report to NMA for the proposed fixed price. The Data Summary report will identify whether a MCP reportable condition exists.

If the data indicates that NMA has a 2-hour (or other) reporting obligation under the MCP then WESTON effort in support of the 2-hour report and follow-up actions will be provided on a time and materials (T&M) basis. In the event there are no MCP reporting obligations for Stockpile "X", Weston can provide an evaluation and recommendation to NMA on use restrictions, clearance, or characterization and disposal options (if applicable). Weston would perform this work under a time and materials (T&M) upon notice from an authorized NMA Manager.

Additional support regarding Formerly Used Defense Site (FUDS) property use recommendations can be provided on a T&M basis.





Sample Collection/Analytical (LS):

\$16,934.32

## SCHEDULE

We are prepared to begin work immediately upon acceptance of this proposal and can perform the sampling within approximately 1 week of acceptance of this proposal. Reporting of results from the laboratory will be submitted following receipt of final data unless a reporting condition exists in which case reporting support to NMA will be performed in accordance with MCP requirements based on a T&M basis per the rate sheet provided.

## ADDITIONAL SERVICES/LIMITATIONS

### *Access to Site*

This proposal assumes that an individual from the Client will be available to gain access into the airport property and to act as escort if required.

### *On-going Services*

As the project progresses, the need for various services may arise. It is within our best intentions to complete the outlined scope of work in accordance with the estimations provided; however, sometimes unforeseen circumstances prompt the necessity to extend the services rendered. WESTON will only proceed beyond the scope of services provided if we have received direction from an authorized NMA Manager. This would include meetings, conference calls, and/or regulatory support.

### *Disclaimer*

This work will be conducted according to generally accepted engineering and environmental remedial practices and the attached Standard Conditions. WESTON will neither be responsible for nor can certify the accuracy of information provided by client based on records on file, public records, public officials, other environmental consultants or laboratories. If conflicting information or data become available in the future, WESTON reserves the right to modify conclusions/recommendations.

## RATE SUMMARY-2014 SCHEDULE OF STANDARD FEES

### LABOR RATES

Principal LSP	\$145
Project Manager	\$125
Procurement Administrator	\$110
Chemist	\$112
CAD Operator	\$85
Project Scientist	\$80
Cost Analyst	\$70
Administrative	\$65



## **OTHER DIRECT EXPENSES**

Other direct expenses will be billed to the project on the basis of actual costs plus 12%. Examples of other direct expenses include: mileage; travel and travel-related expenses; shipping and postage; regulatory fees, computer recovery fees, permits or licenses; reproductions; other rental equipment; and subcontractor fees. Mileage for non-company vehicle is at \$0.56/mile. These expenses do not apply to Item 1 listed above.

**TOWN OF NANTUCKET  
NANTUCKET MEMORIAL AIRPORT - ENTERPRISE FUND**

	Actual FY2014	BUDGET FY2015	<i>Finance Department</i> <b>PROJECTED BUDGET</b> FY2016	<i>Airport Manager Recom</i> <b>REVISED BUDGET</b> FY2016
REVENUE	7,870,552	6,871,948	7,607,120	7,922,580
EXPENSES	7,760,564	8,242,550	8,245,137	8,687,817
NET EARNINGS	109,988	(1,370,602)	(638,017)	(765,237)
Transfer from Retained Earnings	-	1,370,602	638,017	765,237
NET EARNINGS	109,988	-	-	-
Retained Earnings		-	-	-
NET SOURCES/USES:				
Article 2 - GF Subsidy (Unpaid Bills 2011)			-	-
Article 16 - Spec Rev Subsidy (settlement)		-		
Article 16 - GF Free Cash Subsidy		-		
Article 1- GF Free Cash Subsidy (STM 10/2012)		-	-	-
Article #- GF Subsidy	304,598	-	-	-
FinCom GF Reserve Fund Transfer	-		-	-
Ending FB	414,586	-	-	-
TOTAL			-	-
	<b>Projected</b>			
	<b>Revolving Fuel Fund</b>			
	<b>FY 2014</b>	<b>FY 2015</b>	<b>FY 2016</b>	
Fuel Sales	5,195,336	5,382,650	5,500,000	5,500,000
Fuel Purchases	5,031,163	5,382,650	5,500,000	5,500,000
Credit Card Fees	-	-	-	-
Net Surplus (Deficit)	164,173	-	-	-
Beginning FB	50,000	-	-	-
Ending FB	214,173	-	-	-

TOWN OF NANTUCKET PROPOSED BUDGET FY2016

ORG	OBJ	Revenue:	ATM Voted Budget FY2014	Actual Total FY2014	PROJECTED BUDGET FY2015	PROJECTED BUDGET FY2016	FY 2016 AIRCOMM/MANAGER RECOMMENDATION	FY 2016 FINCOM RECOMMENDATION	FY 2016 INCREASE OR (DECREASE) \$	FY 2016 INCREASE OR (DECREASE) %
<b>FBO Sales Income</b>										
65482	42451	FUEL SALES	1,899,234	2,077,737	2,026,507	1,750,000	2,000,000	2,000,000	(26,507)	-1% Increased by \$250k
65482	43231	GEN AVIATION LANDING FEE	360,000	518,754	375,700	518,000	518,000	518,000	142,300	38%
65482	43232	GEN AVIATION RAMP FEES	1,200,000	1,218,202	1,175,140	1,220,000	1,220,000	1,220,000	44,860	4%
65482	43239	FBO SUPPLIES AND SERVICES	27,000	43,009	35,025	43,000	43,000	43,000	7,975	23%
65482	43704	CATERING INCOME	320,000	398,490	391,410	400,000	400,000	400,000	8,590	2%
<b>Total FBO Sales:</b>			<b>3,806,234</b>	<b>4,256,193</b>	<b>4,003,782</b>	<b>3,931,000</b>	<b>4,181,000</b>	<b>4,181,000</b>	<b>177,218</b>	<b>4%</b>
<b>Rental Income</b>										
65482	43606	RENTAL FEES: EMP HOUSING	-	1,800	-	-	-	-	-	0%
65482	43630	RENTAL INCOME-TERMINAL	510,000	369,088	468,950	370,000	370,000	370,000	(98,950)	-21%
65482	43631	RENTAL INCOME-TOWER	130,000	133,122	133,020	134,000	134,000	134,000	980	1%
65482	43632	RENTAL INCOME-LAND	615,000	658,649	515,821	660,000	660,000	660,000	144,179	28%
65482	43633	RENTAL INCOME-HANGAR	49,000	97,304	109,785	97,300	97,300	97,300	(12,485)	-11%
<b>Totals Rentals:</b>			<b>1,304,000.00</b>	<b>1,259,963.30</b>	<b>1,227,576</b>	<b>1,261,300</b>	<b>1,261,300</b>	<b>1,261,300</b>	<b>33,724</b>	<b>3%</b>
<b>Fee Income</b>										
65482	43709	VIDEO CONFERENCE	-	-	-	-	-	-	-	0%
65482	43705	ART SALES COMMISSION	1,000	1,000	65	1,000	1,000	1,000	935	1438%
65482	43706	CONCESSION FEES	-	32,647	38,275	32,600	32,600	32,600	(5,675)	-15%
65482	43707	AUTO RENTAL COMMISSIONS	400,000	509,199	492,775	510,000	510,000	510,000	17,225	3%
65482	43233	FREIGHT HANDLING FEE	80,000	63,345	39,680	63,350	63,350	63,350	23,670	60%
65482	43238	AIRLINE LANDING FEES	700,000	503,106	486,070	503,100	503,100	503,100	17,030	4%
65482	42450	AIRPORT INCOME	101,792	-	-	-	-	-	-	0%
65482	43234	RESERVED TIE DOWN FEES	70,500	49,825	49,600	50,000	50,000	50,000	400	1%
65482	48434	OTHER FEES	36,750	-	-	-	-	-	-	0%
<b>Total Fees:</b>			<b>1,390,042</b>	<b>1,159,122</b>	<b>1,106,465</b>	<b>1,160,050</b>	<b>1,160,050</b>	<b>1,160,050</b>	<b>53,585</b>	<b>5%</b>
<b>Vehicle Income</b>										
65482	43236	PARKING LOT FEES	400,000	316,027	270,635	316,000	316,000	316,000	45,365	17%
65482	47701	PARKING TICKETS	16,000	32,137	30,845	32,150	32,150	32,150	1,305	4%
65482	44518	TAXI PERMITS	16,000	19,500	19,800	19,500	19,500	19,500	(300)	-2%
<b>Total Vehicles:</b>			<b>432,000</b>	<b>367,664</b>	<b>321,280</b>	<b>367,650</b>	<b>367,650</b>	<b>367,650</b>	<b>46,370</b>	<b>14%</b>
<b>Other Income</b>										
65482	43634	CUSTOMER FACILITY CHARGES	80,000	91,346	87,025	91,300	91,300	91,300	4,275	5%
65482	43235	ANNUAL BUSINESS ACTIVITY FEE	-	23,750	25,500	23,750	23,750	23,750	(1,750)	-7%
55122	42114	PASSENGER FACILITY CHARGE(PFC)	-	-	-	700,000	700,000	700,000	700,000	100%



TOWN OF NANTUCKET PROPOSED BUDGET FY2016

	ATM Voted Budget FY2014	Actual Total FY2014	PROJECTED BUDGET FY2015	PROJECTED BUDGET FY2016	FY 2016 AIRCOMM/MANAGER RECOMMENDATION	FY 2016 FINCOM RECOMMENDATION	FY 2016 INCREASE OR (DECREASE) \$	FY 2016 INCREASE OR (DECREASE) %
65482 48201 INTEREST ON INVESTMENTS	16,772	22,789	24,275	22,780	22,780	22,780	(1,495)	-6%
65482 43237 FINGER PRINTING FEES	-	1,950	3,050	1,950	1,950	1,950	(1,100)	-36%
65482 43708 MISC INC	5,600	22,084	26,120	22,000	22,000	22,000	(4,120)	-16%
65482 45402 FEDERAL REV - LEO	148,000	90,820	72,725	90,800	90,800	90,800	18,075	25%
65482 48400 MISC REVENUE	-	233,865	-	-	-	-	-	0%
65482 48436 INS PROCEEDS	39,632	-	-	-	-	-	-	0%
65482 49000 REFUNDS	(100,000)	(65,462)	(25,850)	(65,460)	-	-	25,850	-100% Removed the refunds
65482 49104 PREMIUM REVENUE ON DEBT	-	101,870	-	-	-	-	-	0%
65482 49701 TRANSFER FROM GENERAL FUND	-	304,598	-	-	-	-	-	0%
<b>Total Other Income:</b>	<b>190,004</b>	<b>827,610</b>	<b>212,845</b>	<b>887,120</b>	<b>952,580</b>	<b>952,580</b>	<b>739,735</b>	<b>348%</b>
<b>SUBTOTAL OPERATING REVENUE</b>	<b>7,122,280</b>	<b>7,870,552</b>	<b>6,871,948</b>	<b>7,607,120</b>	<b>7,922,580</b>	<b>7,922,580</b>		
<b>TRANSFER FROM GENERAL FUND</b>	<b>-</b>	<b>-</b>						
<b>TOTAL REVENUE:</b>	<b>7,122,280</b>	<b>7,870,552</b>	<b>6,871,948</b>	<b>7,607,120</b>	<b>7,922,580</b>	<b>7,922,580</b>	<b>1,050,632</b>	<b>15%</b>

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TOWN OF NANTUCKET PROPOSED BUDGET FY2016

ORG	OBJ		ATM Voted Budget FY2014	Actual Total FY2014	RECLASSIFIED ACTUAL FY2014	ATM Voted Budget FY2015	PROJECTED BUDGET FY2016	AIRCOMMI /MANAGER RECOM FY2016	FINCOM RECOM FY2016	Voted Budget FY14 vs AIRCOMMI/MGR FY16 Budget	\$ Rec. Act Exp FY14 vs AIRCOMMI/MGR FY16 Budget	% Rec. Act Exp FY14 vs AIRCOMMI/MGR FY16 Budget	Brief Explanations
65482	51100	AIRPORT ADMINISTRATION SALARY*	\$ 925,800	\$ 1,115,598	\$ 1,115,598	\$ 1,040,474	\$ 1,081,100	\$ 1,062,100	\$ 1,062,100	\$ 136,300	\$ (53,498)	-4.80%	
65482	51700	LONGEVITY PAY	\$ 56,800	\$ 54,262	\$ 54,262	\$ 58,200	\$ 65,500	\$ 64,800	\$ 64,800	\$ 8,000	\$ 10,538	19.42%	
65482	51122	AIRPORT OPERATIONS SALARY*	\$ 630,504	\$ 717,075	\$ 717,075	\$ 742,804	\$ 758,424	\$ 758,424	\$ 758,424	\$ 127,920	\$ 41,349	5.77%	
65482	51123	AIRPORT MAINTENANCE SALARY*	\$ 938,596	\$ 851,402	\$ 851,402	\$ 900,796	\$ 937,926	\$ 941,626	\$ 941,626	\$ 3,030	\$ 90,224	10.60%	
65482	51124	AIRPORT SECURITY SALARY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
65482	51200	SALARY, SEASONAL	\$ 192,700	\$ 165,165	\$ 165,165	\$ 231,700	\$ 228,200	\$ 228,200	\$ 228,200	\$ 35,500	\$ 63,035	38.16%	
65482	51701	INS PREM: MEDICAL BLUE CROSS	\$ 535,088	\$ 539,062	\$ 539,062	\$ 577,900	\$ 647,248	\$ 647,248	\$ 647,248	\$ 112,160	\$ 108,186	20.07%	
65482	51961	MEDICARE P/R TAX	\$ 40,291	\$ 42,013	\$ 42,013	\$ 43,100	\$ 44,500	\$ 44,300	\$ 44,300	\$ 4,009	\$ 2,287	5.44%	
65482	51770	BARNSTABLE COUNTY RETIREMT FND	\$ 512,000	\$ 456,485	\$ 456,485	\$ 542,700	\$ 577,976	\$ 577,976	\$ 577,976	\$ 65,976	\$ 121,491	26.61%	
65482	51900	CONTRACTUAL OBLIGATIONS**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
		<b>TOTAL PAYROLL EXPENSES</b>	<b>\$ 3,866,062</b>	<b>\$ 3,941,062</b>	<b>\$ 3,941,062</b>	<b>\$ 4,137,674</b>	<b>\$ 4,340,874</b>	<b>\$ 4,324,674</b>	<b>\$ 4,324,674</b>	<b>\$ 492,895</b>	<b>\$ 383,612</b>	<b>121.28%</b>	
65482	54102	ENERGY: AIRPORT FUEL	\$ 377,638	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (377,638)	\$ -	-	
65482	55802	OTHER: CREDIT CARD COMM	\$ 71,000	\$ 207,394	\$ 207,394	\$ 222,750	\$ 208,000	\$ 250,000	\$ 250,000	\$ 179,000	\$ 42,606	20.54%	See print out - fees in FY15 so far plus amount recorded November 13-June 14 to estimate
65482	52505	EQUIPMENT RENTAL	\$ 67,000	\$ 82,430	\$ 79,530	\$ 96,720	\$ 82,500	\$ 90,000	\$ 90,000	\$ 23,000	\$ 10,470	13.16%	There was a point in time durinf FY14 where we only had 2 trucks so expenses were lower.
65482	52502	MISC PURCH:FBO/PILOT SERVICES	\$ 26,000	\$ 18,529	\$ 26,429	\$ 30,000	\$ 19,000	\$ 30,000	\$ 30,000	\$ 4,000	\$ 3,571	13.51%	
65482	52503	MISC PURCH:S&M EQUIP	\$ 12,000	\$ 801	\$ -	\$ -	\$ 800	\$ -	\$ -	\$ (12,000)	\$ -	-	
65482	52501	MISC PURCH:FBO CATERING	\$ 300,000	\$ 331,295	\$ 331,295	\$ 319,500	\$ 332,000	\$ 335,000	\$ 335,000	\$ 35,000	\$ 3,705	1.12%	This increase is just a buffer to account for any increases in catering costs
		<b>TOTAL FBO EXPENSES</b>	<b>\$ 853,638</b>	<b>\$ 640,449</b>	<b>\$ 644,648</b>	<b>\$ 668,970</b>	<b>\$ 642,300</b>	<b>\$ 705,000</b>	<b>\$ 705,000</b>	<b>\$ (148,638)</b>	<b>\$ 60,352</b>	<b>48.34%</b>	
65482	52429	TRIENNIAL DRILL & SPECIAL EVENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
65482	52504	PERSONNEL UNIFORMS	\$ 22,000	\$ 18,846	\$ 18,846	\$ 22,400	\$ 19,000	\$ 21,000	\$ 21,000	\$ (1,000)	\$ 2,154	11.43%	
65482	54109	MISC PURCH: OPERATIONS	\$ -	\$ -	\$ 14,880	\$ -	\$ -	\$ 33,600	\$ 33,600	\$ 33,600	\$ 18,720	125.81%	Increase is due to \$5,400 in Foam & \$13,300 for the ProDigiq Part 139 Software related costs
65482	54302	BLDG&EQ: MAINT & SUPPLIES	\$ 25,305	\$ 36,320	\$ 17,375	\$ 6,900	\$ 25,000	\$ 27,000	\$ 27,000	\$ 1,695	\$ 9,625	55.40%	Additional requests include \$4,200 for trash can replacements (interior), \$1,500 for 3 luggage carts, \$1,200 for Rubber & Wooden Chocks, \$2k for aircraft tow bars and accessories and \$500 for SCBA Air Purification supplies
65482	53187	TRAINING ARFF	\$ 16,500	\$ -	\$ 16,373	\$ -	\$ -	\$ 24,300	\$ 24,300	\$ 7,800	\$ 7,927	48.42%	ACE Operations, CPR Training (required every 2 years) & Advanced ASOS
65482	54701	OPS SILVER SUITS	\$ -	\$ -	\$ 6,950	\$ -	\$ -	\$ 12,400	\$ 12,400	\$ 12,400	\$ 5,450	78.42%	Replacement of some old Turnout Gear in need of replacement
65482	53803	OTHER: LICENSES & TAXES	\$ 10,000	\$ 1,270	\$ 1,270	\$ 7,950	\$ 1,300	\$ 1,300	\$ 1,300	\$ (8,700)	\$ 30	2.36%	
		<b>TOTAL ARFF/OPERATIONS EXPENSES</b>	<b>\$ 73,805</b>	<b>\$ 56,436</b>	<b>\$ 75,694</b>	<b>\$ 37,250</b>	<b>\$ 45,300</b>	<b>\$ 119,600</b>	<b>\$ 119,600</b>	<b>\$ 45,795</b>	<b>\$ 43,906</b>	<b>321.83%</b>	
65482	52419	NEW TOOLS & EQUIP	\$ 2,500	\$ 3,623	\$ 3,623	\$ 325	\$ 3,600	\$ 6,400	\$ 6,400	\$ 3,900	\$ 2,777	76.65%	Increase due to request for \$2,500 small generator for emergency purposes
65482	52420	PKG LOT TOW FEES	\$ 250	\$ 400	\$ 400	\$ 100	\$ 400	\$ 400	\$ 400	\$ 150	\$ -	0.00%	
65482	52405	REP&MAINT: EQUIPMENT	\$ 75,000	\$ 59,341	\$ 36,751	\$ 65,000	\$ 60,000	\$ 45,000	\$ 45,000	\$ (30,000)	\$ 8,249	22.45%	This is mainly due to the amount to be spent in FY16 per the contract less the amount spent in FY14 and included in the budget base: Lektro (\$2,160) & Balester (\$5,800)
65482	54101	ENERGY: GAS & DIESEL	\$ 95,000	\$ 71,905	\$ 71,905	\$ 79,900	\$ 80,000	\$ 79,000	\$ 79,000	\$ (16,000)	\$ 7,095	9.87%	Also need to account for the increase in gas & diesel for the increase in trucks
65482	54501	CUSTODIAL: CLEANING SUPPLY	\$ 45,000	\$ 29,671	\$ 29,671	\$ 45,000	\$ 30,000	\$ 31,000	\$ 31,000	\$ (14,000)	\$ 1,329	4.48%	
65482	52404	REP&MAINT: BUILDING	\$ 85,000	\$ 111,544	\$ 100,403	\$ 101,375	\$ 111,500	\$ 110,000	\$ 110,000	\$ 25,000	\$ 9,597	9.56%	Increase mainly due to baggage door repairs for \$2,800 and slider door repairs/contract maintenance of approx \$6k
65482	52906	SNOW REMOVAL & MAINTENANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	0.00%	
65482	52907	PROPERTY: RUBBISH PICKUP	\$ 14,000	\$ 24,927	\$ 24,927	\$ 15,675	\$ 25,000	\$ 25,000	\$ 25,000	\$ 11,000	\$ 73	0.29%	
65482	52424	FUEL STORAGE FACILITY MAINT	\$ 50,000	\$ 6,590	\$ 9,298	\$ 44,200	\$ 15,000	\$ 69,300	\$ 69,300	\$ 19,300	\$ 60,002	645.32%	There was no Fuel Farm Annual Inspection in FY14 (\$40k) and we also need the Fuel Farm Fire Supp System inspection (\$20k)
65482	52411	REP&MAINT: GROUNDS	\$ 10,000	\$ 10,623	\$ 10,902	\$ 12,650	\$ 12,000	\$ 21,800	\$ 21,800	\$ 11,800	\$ 10,898	99.96%	Increase mainly due to trash can replacement on the exterior (\$8k)
65482	52417	PARKING LOT MAINT	\$ 2,000	\$ 9,568	\$ 9,961	\$ 850	\$ 10,000	\$ 10,000	\$ 10,000	\$ 8,000	\$ 39	0.39%	
65482	52409	REP&MAINT: AIRFIELD MAINTENANCE	\$ 80,000	\$ 65,218	\$ 65,218	\$ 72,650	\$ 65,000	\$ 111,000	\$ 111,000	\$ 31,000	\$ 45,782	70.20%	Increase due to \$10k for paint/removal and repaint of markings and also \$36k due to the need for brush mowing south of 12/30
65482	53804	OTHER: FREIGHT	\$ 4,000	\$ 3,324	\$ 3,040	\$ 5,010	\$ 3,300	\$ 3,000	\$ 3,000	\$ (1,000)	\$ (40)	-1.32%	
65482	53303	TRANS: SECURITY	\$ 25,000	\$ 17,041	\$ 24,374	\$ 11,000	\$ 17,000	\$ 34,000	\$ 34,000	\$ 9,000	\$ 9,626	39.49%	Increase due to need for replacement security camera (\$3,200), Gate Locks (\$5,500) Airline door and hangar locks (\$3,700)
65482	53300	ENVIRONMENTAL	\$ 35,000	\$ 39,661	\$ 40,223	\$ 55,400	\$ 40,000	\$ 48,000	\$ 48,000	\$ 13,000	\$ 7,777	19.33%	
65482	52403	REP&MAINT: VEHICLE	\$ -	\$ -	\$ 6,648	\$ -	\$ -	\$ 6,800	\$ 6,800	\$ 6,800	\$ 152	2.29%	
65482	52430	REP&MAINT: THOMPSON HOUSE	\$ -	\$ -	\$ 540	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ (40)	-7.41%	
65482	54214	VEHICLE SUPPLIES	\$ -	\$ -	\$ 14,625	\$ -	\$ -	\$ 14,600	\$ 14,600	\$ 14,600	\$ (25)	-0.17%	
		<b>TOTAL SERVICE AND MAINTENANCE</b>	<b>\$ 522,750</b>	<b>\$ 453,436</b>	<b>\$ 452,509</b>	<b>\$ 509,135</b>	<b>\$ 472,800</b>	<b>\$ 616,800</b>	<b>\$ 616,800</b>	<b>\$ 94,050</b>	<b>\$ 164,291</b>	<b>991.39%</b>	
65482	53401	COMM: TELEPHONE	\$ 21,930	\$ 22,999	\$ 22,999	\$ 24,000	\$ 24,000	\$ 23,500	\$ 23,500	\$ 1,570	\$ 501	2.18%	

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TOWN OF NANTUCKET PROPOSED BUDGET FY2016

ORG	OBJ	ATM Voted Budget FY2014	Actual Total FY2014	RECLASSIFIED ACTUAL FY2014	ATM Voted Budget FY2015	PROJECTED BUDGET FY2016	AIRCOMMI /MANAGER RECOM FY2016	FINCOM RECOM FY2016	Voted Budget FY14 vs AIRCOMM/MGR FY16 Budget	\$ Rec. Act Exp FY14 vs AIRCOMM/MGR FY16 Budget	% Rec. Act Exp FY14 vs AIRCOMM/MGR FY16 Budget	Brief Explanations	
65482	53403	COMM: AIRPORT	\$ 13,260	\$ 18,020	\$ 18,020	\$ 24,800	\$ 18,000	\$ 19,000	\$ 19,000	\$ 5,740	\$ 980	5.44%	
65482	52101	UTILITY:ELECTRICITY	\$ 426,055	\$ 286,172	\$ 286,172	\$ 426,055	\$ 330,000	\$ 390,000	\$ 390,000	\$ (36,055)	\$ 103,828	36.28%	Will be in the new building the entire year and needs to account for increase in energy prices
65482	52103	UTILITY:FUEL OIL	\$ 48,960	\$ 57,628	\$ 57,628	\$ 62,100	\$ 62,000	\$ 61,000	\$ 61,000	\$ 12,040	\$ 3,372	5.85%	
65482	52105	UTILITY:WATER	\$ 26,476	\$ 33,106	\$ 33,106	\$ 30,200	\$ 36,000	\$ 35,000	\$ 35,000	\$ 8,524	\$ 1,894	5.72%	
65482	52104	UTILITY:PROPANE	\$ 5,120	\$ 8,810	\$ 8,810	\$ 2,200	\$ 9,500	\$ 9,500	\$ 9,500	\$ 4,380	\$ 690	7.83%	
65482	53402	COMM:POSTAGE	\$ 2,800	\$ 3,396	\$ 3,858	\$ 2,950	\$ 3,400	\$ 3,900	\$ 3,900	\$ 1,100	\$ 42	1.09%	
65482	53103	GENERAL:ADVERTISING	\$ 6,500	\$ 7,970	\$ 7,762	\$ 3,200	\$ 8,000	\$ 8,000	\$ 8,000	\$ 1,500	\$ 238	3.07%	
	53159	MARKETING	\$ -	\$ -	\$ 2,001	\$ -	\$ -	\$ 4,000	\$ 4,000	\$ 4,000	\$ 1,999	99.90%	New account and would like to start trying to market NMA
65482	53157	POLICE PROTECTION SERVICES	\$ 230,000	\$ 229,167	\$ 229,167	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 20,000	\$ 20,833	9.09%	The budget amount includes the monthly fee of \$20,833 times 12 months
65482	54202	OFFICE:EQUIPMENT	\$ 5,000	\$ 4,432	\$ 4,433	\$ 4,075	\$ 4,400	\$ 7,000	\$ 7,000	\$ 2,000	\$ 2,567	57.91%	Security dept is in need of a new computer
	54213	RENT/LEASE:OFFICE EQUIPMENT	\$ -	\$ -	\$ 14,392	\$ -	\$ -	\$ 14,000	\$ 14,000	\$ 14,000	\$ (392)	-2.72%	
65482	55102	MEMBERSHIPS & DUES	\$ 4,000	\$ 4,742	\$ 5,842	\$ 3,375	\$ 4,750	\$ 6,200	\$ 6,200	\$ 2,200	\$ 358	6.13%	
65482	55101	BOOKS/SUBSCRIPTIONS	\$ 3,500	\$ 4,466	\$ 3,366	\$ 2,890	\$ 4,470	\$ 3,400	\$ 3,400	\$ (100)	\$ 34	1.01%	
65482	54201	OFFICE SUPPLIES	\$ 21,000	\$ 26,490	\$ 26,175	\$ 18,450	\$ 26,500	\$ 26,500	\$ 26,500	\$ 5,500	\$ 325	1.24%	
65482	52703	RENT/LSE:POSTAGE METER	\$ 17,000	\$ 11,913	\$ 642	\$ 18,000	\$ 12,000	\$ 700	\$ 700	\$ (16,300)	\$ 58	9.03%	
65482	53100	PROFESSIONAL SERVICES	\$ 230,605	\$ 189,741	\$ 181,243	\$ 205,000	\$ 200,000	\$ 172,000	\$ 172,000	\$ (58,605)	\$ (9,243)	-5.10%	Reduced this account due to no longer using Peter Lamb as well as the services paid for McFarland (PFC Consultant) won't be as much in FY14. Increased this account by \$20k for FUDS & Stockpile X related professional services.
65482	53175	PROF SVCS: FLIGHT PLANNING	\$ 75,000	\$ 44,000	\$ 46,933	\$ 75,000	\$ 45,000	\$ 68,000	\$ 68,000	\$ (7,000)	\$ 21,067	44.89%	Per Noah, our current annual quote for Exelis is \$68,000 and this would be more for a better product
65482	57802	OTHER:SCHOOLS MISC	\$ 13,500	\$ 20,871	\$ 2,870	\$ 12,575	\$ 22,000	\$ 4,000	\$ 4,000	\$ (9,500)	\$ 1,130	39.37%	
65482	57803	OTHER:BANK CHARGES	\$ 150	\$ (8,300)	\$ (8,300)	\$ 7,075	\$ 5,000	\$ -	\$ -	\$ (150)	\$ 8,300	-100.00%	Per Bob Dickinson, these are old bank charges that were booked to the airport when we cleaned up the credit card account. They should not recur if we keep current with the credit card account.
65482	57102	TRAVEL:TRANSPORTATION	\$ 5,000	\$ 978	\$ 18,513	\$ 530	\$ 1,000	\$ 20,000	\$ 20,000	\$ 15,000	\$ 1,487	8.03%	
65482	57101	TRAVEL:HOTEL/LODGING	\$ 20,000	\$ 17,261	\$ 6,455	\$ 17,500	\$ 17,500	\$ 8,000	\$ 8,000	\$ (12,000)	\$ 1,545	23.93%	
65482	57103	TRAVEL:SEMINARS/CONFERENCES - GENERAL	\$ 2,500	\$ 7,061	\$ 1,846	\$ 4,300	\$ 7,000	\$ 5,000	\$ 5,000	\$ 2,500	\$ 3,154	170.86%	Would like to send a few more key EE's to seminars/conferences
65482	57201	TRAVEL:MEALS & ENTERTAINMENT	\$ 5,000	\$ 6,162	\$ 622	\$ 5,000	\$ 6,200	\$ 900	\$ 900	\$ (4,100)	\$ 278	44.69%	
		<b>TOTAL ADMINISTRATIVE EXPENSES</b>	<b>\$ 1,183,357</b>	<b>\$ 997,085</b>	<b>\$ 974,555</b>	<b>\$ 1,199,275</b>	<b>\$ 1,096,720</b>	<b>\$ 1,139,600</b>	<b>\$ 1,139,600</b>	<b>\$ (43,757)</b>	<b>\$ 165,045</b>	<b>475.72%</b>	
65482	57401	INS PREM:AUTO & LIABILITY	\$ 224,061	\$ 156,366	\$ 156,366	\$ 225,900	\$ 225,900	\$ 225,900	\$ 225,900	\$ 1,839	\$ 69,534	44.47%	
65482	59101	DEBT SERV:PRINCIPAL	\$ 693,479	\$ 765,000	\$ 765,000	\$ 702,802	\$ 820,000	\$ 820,000	\$ 820,000	\$ 126,521	\$ 55,000	7.19%	
65482	59102	DEBT SERVICE INTEREST	\$ 339,879	\$ 398,846	\$ 398,846	\$ 370,927	\$ 401,244	\$ 401,244	\$ 401,244	\$ 61,364	\$ 2,398	0.60%	
65482	59103	ISSUE EXPENSE	\$ 40,000	\$ -	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ (40,000)	\$ -	0.00%	
65482	59105	DEBT SERVICE BAN INTEREST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
65482	59104	DEBT SERVICE BAN PRINCIPAL	\$ 316,090	\$ -	\$ -	\$ 67,500	\$ -	\$ -	\$ -	\$ (316,090)	\$ -	0.00%	
65482	59000	DEBT SERVICE	\$ 215,000	\$ -	\$ -	\$ 83,117	\$ -	\$ -	\$ -	\$ (215,000)	\$ -	0.00%	
65482	56202	RETIREMENT-SHOWING PROPERLY IN PAYROLL EXPEI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
65482	57407	INSURANCE CLAIM	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
65482	57600	PERSONNEL CONTRACT EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
65482	59501	OTHER FIN:GENERAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
65482	58999	FINCOM TRANSFER EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
65482	92004	UNPAID BILLS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
65482	57601	SETTLEMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
	59250	INTEREST: GENERAL	\$ -	\$ 22,788	\$ 22,788	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (22,788)	-100.00%	
65482	59991	TRANSFER TO GENERAL FUND	\$ 200,000	\$ 329,096	\$ 329,096	\$ 200,000	\$ 200,000	\$ 335,000	\$ 335,000	\$ 135,000	\$ 5,904	1.79%	Increase represents the repayment to Town less the \$65k the first year fro unemployment taxes
65482	59999	CONTIGNCY RESERVE-EXPENSE	\$ 240,471	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (240,471)	\$ -	0.00%	
		<b>TOTAL OTHER EXPENSES</b>	<b>\$ 2,268,980</b>	<b>\$ 1,672,096</b>	<b>\$ 1,672,096</b>	<b>\$ 1,690,246</b>	<b>\$ 1,647,144</b>	<b>\$ 1,782,144</b>	<b>\$ 1,782,144</b>	<b>\$ (486,836)</b>	<b>\$ 110,048</b>	<b>-45.95%</b>	
		<b>Total Other Expenses:</b>	<b>\$ 4,902,530</b>	<b>\$ 3,819,502</b>	<b>\$ 3,819,502</b>	<b>\$ 4,104,876</b>	<b>\$ 3,904,264</b>	<b>\$ 4,363,144</b>	<b>\$ 4,363,144</b>	<b>\$ (539,386)</b>	<b>\$ 543,642</b>		
		<b>TOTAL EXPENSES</b>	<b>\$ 8,768,592</b>	<b>\$ 7,760,564</b>	<b>\$ 7,760,564</b>	<b>\$ 8,242,550</b>	<b>\$ 8,245,137</b>	<b>\$ 8,687,817</b>	<b>\$ 8,687,817</b>				

TOTAL REVENUES (Includes GF Subsidy)

Estimated Use of retained Earnings\*

\* Salary line items for Administration, Operations and Maintenance include Vacation, Sick Time, Personal time, Overtime, Shift Differentials, Holiday and Holiday Worked.

\*\* Note: Change is PR includes Contractual Obligations and Promotional Increases. Details in back up.

FY2014      FY2014      FY2015      PROJECTED      FINCOM

PSS

TOWN OF NANTUCKET PROPOSED BUDGET FY2016

ORG	OBJ	ATM Voted Budget FY2014	Actual Total FY2014	RECLASSIFIED ACTUAL FY2014	ATM Voted Budget FY2015	PROJECTED BUDGET FY2016	AIRCOMMI /MANAGER RECOM FY2016	FINCOM RECOM FY2016	Voted Budget FY14 vs AIRCOMM/MGR FY16 Budget	\$ Rec. Act Exp FY14 vs AIRCOMM/MGR FY16 Budget	% Rec. Act Exp FY14 vs AIRCOMM/MGR FY16 Budget	Brief Explanations
		ATM Voted Budget	Actual		ATM Voted Budget	BUDGET FY2016	AIRCOMMI/MANAGE FY2016	RECOMMENDATIO FY2016				
	<b>SUMMARY</b>											
	Payroll-Salary	\$ 2,744,400	\$ 2,903,502		\$ 2,973,974	\$ 3,071,150	\$ 3,055,150	\$ 3,055,150				
	Medicare P/R Tax Expense	\$ 40,291	\$ 42,013		\$ 43,100	\$ 44,500	\$ 44,300	\$ 44,300				
	Medical Insurance	\$ 535,088	\$ 539,062		\$ 577,900	\$ 647,248	\$ 647,248	\$ 647,248				
	Barnstable County Retirement	\$ 512,000	\$ 456,485		\$ 542,700	\$ 577,976	\$ 577,976	\$ 577,976				
	Utilities	\$ 636,802	\$ 498,640		\$ 649,255	\$ 559,500	\$ 617,000	\$ 617,000				
	Airport Fuel-Since 2012 Reported in Fuel Revolver	\$ 377,638	\$ -		\$ -	\$ -	\$ -	\$ -				
	Repairs & Maintenance	\$ 302,000	\$ 262,884		\$ 296,725	\$ 273,500	\$ 375,400	\$ 375,400				
	Professional Services	\$ 305,605	\$ 233,741		\$ 280,000	\$ 245,000	\$ 240,000	\$ 240,000				
	Police Protection Services	\$ 230,000	\$ 229,167		\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000				
	Settlements/Personnel Contract Expense	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -				
	General Insurance	\$ 224,061	\$ 156,366		\$ 225,900	\$ 225,900	\$ 225,900	\$ 225,900				
	FBO Catering	\$ 300,000	\$ 331,295		\$ 319,500	\$ 332,000	\$ 335,000	\$ 335,000				
	Other Supplies	\$ 129,305	\$ 111,811		\$ 100,350	\$ 101,300	\$ 162,700	\$ 162,700				
	Travel	\$ 32,500	\$ 31,462		\$ 27,330	\$ 31,700	\$ 33,900	\$ 33,900				
	Debt Service	\$ 1,604,448	\$ 1,163,846		\$ 1,264,346	\$ 1,221,244	\$ 1,221,244	\$ 1,221,244				
	Indirect Costs	\$ 200,000	\$ 329,096		\$ 200,000	\$ 200,000	\$ 335,000	\$ 335,000				
	Other	\$ 560,171	\$ 471,194		\$ 491,470	\$ 464,120	\$ 567,000	\$ 567,000				
	<b>TOTAL AIRPORT</b>	<b>\$ 8,734,309</b>	<b>\$ 7,760,564</b>		<b>\$ 8,242,550</b>	<b>\$ 8,245,137</b>	<b>\$ 8,687,817</b>	<b>\$ 8,687,817</b>				
	<b>Certified Retained Earnings:</b>											
		\$ 8,768,592	\$ 7,760,564		\$ 8,242,550	\$ 8,245,137	\$ 8,687,817	\$ 8,687,817				
		\$ (34,283)	\$ -		\$ -	\$ -	\$ -	\$ -				

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**FY 2016 Personnel Spreadsheet**

**Nantucket Memorial Airport Enterprise Fund**

<b>Number of Positions in Department</b>	<b>ORG: 65482</b>
Full-time	34
Part-time	0
Seasonal	19
Temporary	0
Vacancies	0
New Positions Requested	0

**TOTAL OF ALL POSITIONS** **53**

Name, Position	Job Code	Avg Hours Per Week	Class & Step as of 6/30/15 (e.g., B -Step 3)	Yearly Salary as of 6/30/15	53 Week Adjustment	FY16 Step Increase Date	Prorated FY 2016 Salary	Longevity Pay	Other	Total by Employee
RAFTER, T. - AIRPORT MANAGER	AI01	40.00	CONTRACT	147,000	147,396	06/04/16	148,000	0	0	148,000
MILLER, J.-BUSINESS MANAGER	AI05	40.00	NON-UNION	75,000	75,202	05/06/16	75,600	0	0	75,600
CROOKS, D. - ADMINISTRATION ASSISTANT	AI25	40.00	NON-UNION	88,000	88,237	11/15/15	89,600	3,500	0	93,100
PARTIDA, J. - OFFICE ASST. TO TERM	AI21	40.00	NON-UNION	65,000	65,175	10/02/15	66,300	2,000	0	68,300
PEREZ, W.-OPERATIONS OFFICE CLERK	AI22	40.00	NON-UNION	44,700	44,820	09/04/15	45,700	0	0	45,700
HEINTZ, L. - OPERATIONS OFFICE CLERK	AI22	40.00	NON-UNION	76,800	77,007	12/07/15	78,100	3,100	0	81,200
JOHNSON, C. - OPERATIONS OFFICE CLERK	AI22	40.00	NON-UNION	44,100	44,219	04/10/16	44,500	0	0	44,500
TRUE, L. - OPERATIONS OFFICE CLERK	AI22	40.00	NON-UNION	44,700	44,820	05/06/16	45,100	0	0	45,100
WILLIAMS, M.-OPERATIONS OFFICE CLERK	AI25	40.00	NON-UNION	51,300	51,438	07/07/15	52,600	0	0	52,600
SYLVIA, D. - ASST. AIRFIELD SUPERVISOR	AI24	40.00	NON-UNION	113,700	114,006	01/01/16	115,500	5,700	0	121,200
TALLMAN, R. - TERMINAL COORDINATOR	AI26	40.00	NON-UNION	102,000	102,275	05/06/16	102,900	3,100	0	106,000
TORRES, J. - OFFICE ADMINISTRATION	AI25	40.00	NON-UNION	103,500	103,779	08/03/15	106,000	3,100	0	109,100
KARBERG, N.-ENVIRONMENTAL	AI28	40.00	NON-UNION	71,200	71,392	01/18/16	72,200	0	0	72,200
FALCONER, A. - OPERATIONS	AI30	40.00	OPS-4	65,500	65,676	01/14/16	66,500	1,300	0	67,800
MOONEY, T. - OPERATIONS	AI30	40.00	OPS-5	72,600	72,795	05/07/16	73,200	2,200	1,411	76,811
WELLINGTON, F. - OPERATIONS	AI30	40.00	OPS-5	69,800	69,988	04/14/16	70,500	2,100	1,356	73,956
NELSON, S. - OPERATIONS	AI30	40.00	OPS-2	57,563	57,718	07/17/15	59,000	1,200	972	61,172
HANSON, L.- OPS SUPERINTENDENT	AI30	40.00	SUPR-5	88,500	88,738	10/03/15	90,300	0	0	90,300
SPENCE, N. - OPERATIONS	AI30	40.00	OPS-2	57,563	57,718	09/27/15	58,800	0	0	58,800
HARIMON, P. - OPS SUPERINTENDENT	AI32	40.00	SUPR-5	91,300	91,546	08/21/15	93,400	2,700	3,851	99,951
BUCKLEY, B. - OPERATIONS SUPV	AI32	40.00	SUPR-5	84,000	84,226	05/21/16	84,600	3,400	1,634	89,634
SPENCE, D. - OPERATIONS	AI40	40.00	OPS-2	53,496	53,640	12/12/15	54,400	0	0	54,400
LIBURD, L. - MAINTENANCE	AI40	40.00	M1-5	70,900	71,091	04/06/16	71,600	2,800	0	74,400
GRANGRADE, J. - MAINT SUPERINTENDENT	AI32	40.00	M4-5	93,700	93,952	08/02/15	95,900	4,700	1,634	102,234
ALLEN, G. - MAINTENANCE	AI40	40.00	M3-5	77,400	77,608	07/10/15	79,300	3,100	0	82,400
O'NEIL, M. - MAINTENANCE	AI40	40.00	M3-5	75,000	75,202	09/08/15	76,600	3,000	1,439	81,039
PINEDA, N. - MAINTENANCE	AI40	40.00	M1-5	68,700	68,885	05/14/16	69,300	2,100	0	71,400
HOLDGATE, R. - MAINTENANCE	AI40	40.00	M3-5	75,000	75,202	06/01/16	75,500	2,300	0	77,800
DAVIS, J. - MAINTENANCE	AI40	40.00	M1-5	70,700	70,890	05/25/16	71,200	3,500	0	74,700
AGUIAR, M. - MAINTENANCE	AI40	40.00	M1-3	66,500	66,679	10/06/15	67,800	1,300	0	69,100
FOWLER, P. - MAINTENANCE	AI40	40.00	M1-5	72,300	72,495	04/10/16	73,000	2,900	1,403	77,303
MUHLER, T. - MAINTENANCE	AI40	40.00	M1-5	70,900	71,091	01/06/16	72,000	2,800	0	74,800
DUGAN, J.- MAINTENANCE	AI40	40.00	M1-3	60,000	60,162	09/09/15	61,300	0	0	61,300
RAY, L. - MAINTENANCE	AI40	40.00	M1-5	71,700	71,893	04/17/16	72,400	2,900	0	75,300
SEASONAL (19 POSITIONS)	AI75	40HRS at 15	TOWN WARRANT	216,600	216,600	N/A	216,600	0	0	216,600

Seasonal 11,400.00  
\$19.00

\* Under Negotiations, Laborers' Union Contract Expired on 06/30/2014

Total Prorated Salary (Administration) (Munis 5110)	\$ 1,042,100
Total Prorated Salary (Operations)	\$ 650,700
Total Prorated Salary (Maintenance)	\$ 885,900
Total Prorated Salary (Seasonal)	\$ 216,600
Total Longevity (Munis 51700)	\$ 64,800
Total Education (Munis 51600)	\$ -
Total Certification Pay (Operations) (Munis 515xx)	\$ 9,224
Total Certification Pay (Maintenance) (Munis 515xx)	\$ 4,476
Total Holiday Worked Pay (Operations) (Munis 515)	\$ 23,500
Total Holiday Worked Pay (Maintenance) (Munis 515)	\$ 12,500
Shift Differential (Operations) (Munis 514xx)	\$ 18,000
Shift Differential (Maintenance) (Munis 514xx)	\$ 4,000
Overtime (enter on Munis 513xx)	\$ 20,000
Overtime Operations (enter on Munis 513xx)	\$ 57,000
Overtime Maintenance (enter on Munis 513xx)	\$ 34,750
Overtime Seasonal (enter on Munis 513xx)	\$ 11,600
Contractual Obligation	\$ -
Promotional Increase	\$ -
<b>Subtotal</b>	<b>\$ 3,055,150</b>
Medicare (enter on Munis 51961)	\$ 44,300
Health Insurance	\$ 647,248
BCRS Retirement	\$ 577,976
<b>Total</b>	<b>\$ 4,324,674</b>