

**NANTUCKET MEMORIAL AIRPORT COMMISSION**  
**February 25, 2014**

**AGENDA**

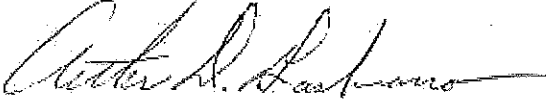
1. Review and Approve:
  - a. Agenda
  - b. 2/11/14 Minutes - *Pending*
  - c. Ratify 2/19/14 Warrant
2. Public Comment
3. **022613-2** Master Plan & Sustainability Program Update
4. Pending Leases/Contracts as Set Forth on Exhibit 1, Which Exhibit is Herein Incorporated by Reference
5. Pending Matters
  - a. **070913-1** TON Memorandum of Understanding (MOU) Update
6. Manager's Report
  - a. Project Updates
  - b. FUDS Update
  - c. RFP/Bid Status
  - d. Operations Update
  - e. January Statistics
7. Sub-Committee Reports
8. Commissioner's Comments
  - a. Status of Commission Vacancy
9. Public Comment
10. Executive Session – G.L. c.30A, §21(a)
  - a. Clause 3: To discuss strategy with respect to threatened litigation with respect to the completion of the GA Building. The Chair has determined that an open session may have a detrimental effect on the litigation position of the Airport Commission.

# Warrant 02/19/2014

Please Sign and Date

  
Daniel Drake

2/11/14

  
Arthur Gasbarro

2/12/14

  
Andrea Planzer

2/12/14

Jeanette Topham

David C Gray SR.

Batch# 795 Total \$67,577.89 Batch Date 2/3/14

Batch# 797 Total \$21,946.17 Batch Date 2/4/14

Batch# 802 Total 1,604.50 Batch Date 1/6/14

Batch# 804 Total 2,489.59 Batch Date 2/6/14

Batch# 808 Total 8,694 Batch Date 2/7/14

Batch# 822 Total 64,296.22 Batch Date 2/11/14

Batch# 823 Total 3,085.08 Batch Date 2/11/14

Batch# 828 Total 5,755.84 Batch Date 2/11/14

\* 820 4,641.98 2/10/14

EXHIBIT 1  
PENDING LEASES/CONTRACTS/AGREEMENTS  
February 25, 2014

Type of Agreement/Description	With	Amount	Other Information	Source of Funding
Beach License Agreement	ACK Surf School, LLC	(\$1,500)	Surf School Operations 2nd Year of Operation June 1, 2014 - September 30, 2014	Income
Beach License Agreement	ACK Surf	(\$1,500)	Clothing and Beach Sundries 1st Year of Operation June 1, 2014 - September 30, 2014	Income
Contract Amendment	World Fuel Services (Ascent Aviation)	?	Extend Expiration one Month From 2/28/14 to 3/31/14	Fuel Revolver



## LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated the \_\_\_\_ day of \_\_\_\_\_ by and between the Nantucket Airport Commission, with a principal place of business at 14 Airport Road, Nantucket, MA 02554 and **ACK Surf School, LLC**, with its principal address at c/o 4 Millbrook Road, Nantucket, MA 02554.

A. The Licensor is the owner of record of a certain parcel of land located at Nobadeer Beach, Nantucket Massachusetts, (hereafter referred to as the "Land") and more particularly described in Exhibit A attached hereto. The Land is held for Airport purposes, and is now unoccupied.

B. The Licensor desires to grant a non-exclusive license in accordance with the terms hereof;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and the payment of which is hereby acknowledged, the parties hereby enter into a license agreement upon the terms and conditions set forth herein.

1. Grant of License. The Licensor hereby grants to Licensee a non-exclusive license to enter upon and use the Land subject to the following specified terms and conditions. The terms of this License are not to be construed as a grant of the exclusive use of the Land to the Licensee.

2. Term. The term of this License shall commence on June 1, 2014, and shall terminate on September 30, 2014 unless earlier terminated as set forth in Section 12, below. An extension or renewal of the term and conditions of this License, by an amendment to same, may be granted by the Licensor at its sole discretion.

3. Permitted Use. The rights of this License shall be exercised by the Licensee solely for the purpose of conducting a mobile surf school upon the land, including any additional activities as approved in writing by the Airport Commission. Vehicles may use the worn vehicle paths and are prohibited from the sand dunes.

4. License Fees. In consideration for the use of this License, the Licensee agrees to pay the Licensor the following annual business license fee of \$1,500, prior to exercising this license.

5. Conduct.

a. Entry and use under this License by the Licensee and its contractors, agents, representatives, employees, assignees and invitees, shall, at all times, be subject to review and control by duly designated representatives of the Licensor.

b. During the exercise of rights hereby granted, Licensee shall at all times conduct itself so as not to interfere with operation of the Licensor within the Land or Licensor's property adjacent to the land.

c. The Licensor shall have the right, at all reasonable times, to enter onto and inspect the Land and to make such improvements or repairs as it reasonably deems necessary.

d. Licensee shall observe and obey directives from the authorized representative of the Licensor, as well as all other applicable laws, statutes, ordinances, regulations and permitting or license requirements.

e. The Licensee, its contractors, agents and/or representatives shall provide and maintain an emergency contact person and telephone number with the Licensor's representative during the term hereof.

f. The Licensee shall be responsible for the upkeep and maintenance of the Licensed Premises. Such maintenance shall include, but not be limited to, the removal of debris from areas frequented by the Licensee and Licensee's patrons. The Town will continue to empty the Town trash barrels.

6. Limited Use of Space. The space shall be used and occupied by Licensee solely for its intended use stated above. The space may not be used for any other purpose. No other commercial activity of any kind whatsoever shall be conducted by Licensee in, from, or around the space without written consent of the Licensor. The Licensee agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the Licensor.

7. Licensor Rights Reserved. Licensor reserves for itself the following rights, which Licensee agrees to observe, and Licensee agrees that the same may be exercised by Licensor and that any such exercise of said rights shall not be deemed to effect an eviction or to render Licensor liable for damages by abatement of the license fee or otherwise to relieve Licensee from any of its obligations.

(a) To adopt from time to time rules and regulations not inconsistent with terms of this lease for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom Licensee agrees to comply.

(b) To enter upon any premises and facilities of the Licensee upon reasonable advance notice for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the Licensor. Licensor in such case is to use its best efforts to avoid disruption of Licensee's operation.

8. APPROVALS AND PERMITS. All local licenses and permits are the responsibility of the licensee. A copy is to be provided to the Airport Manager's office and kept on file. The obligations of the Licensee are conditional upon his obtaining and holding all said approvals, permits and licenses necessary for the operation of a mobile food concession, from all agencies, boards and officers having jurisdiction over the same.

9. **INSURANCE: THE LICENSEE SHALL DEPOSIT WITH THE LICENSOR 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 (Licensor)**" as an additional insured, under liability coverage, but only as respects operations of the Named Insured as their interests may appear.

Indemnification. Licensee shall indemnify and hold harmless the Licensor, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of the Licensee but not limited to those for death, for bodily injuries, or for property damage arising out of the acts or omissions of the Licensee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons using Licensee's premises or otherwise arising out of any acts or omissions of the Licensee's employees, members, agents, and representatives, with the exception of Town of Nantucket/Nantucket Memorial Airport's gross negligence or willful misconduct.

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

Worker's Compensation Insurance. The Licensee shall maintain and keep in force Workers' Compensation Insurance, which is recognized by the Commonwealth of Massachusetts.

10. General Use of Airport and Facilities: Licensor 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:

a. The Licensor 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 License 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.

b. The Licensee 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.

c. The Licensor 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 (10 feet above ground level) and to remove from said airspace, at the Licensee's expense or at the sole option of the Licensee, 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 Licensee's property for the above purposes. Exceptions to the ten foot height limitation will be reviewed individually upon written submission by Licensee.

d. The Licensee 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.

e. The Licensee for themselves, their heirs, personal representatives, successors in interest and assigns do hereby agree that if any services or activities are to be offered, performed or conducted upon the Land that:

In the exercise of the rights and privileges granted for the furnishing of services to the public, Licensee will

(1) furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that the Licensee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

f. 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.

g. The Licensee for themselves, their heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, do 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 Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR, PART 21, Nondiscrimination in Federally assisted Programs of the Department of Transportation, and as said Regulations may be amended.


h. The Licensee for themselves, their personal representatives, successors in interest, and assigns as a part of the consideration hereof, do hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and in the furnishing of services thereon, no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Licensee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR PART 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

11. Independent Contractor. It is agreed that Licensee is an independent contractor hereunder and not an agent or employee of Licensor with respect to its acts or omissions.

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

13. Assignment. This License is not transferable and no privilege contained herein may be sublet or assigned to any other person or organization without the express written consent of the Licensor.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument the day and year first written above.

  
\_\_\_\_\_  
(LICENSEE)

Nantucket Memorial Airport Commission  
(LICENSOR)

By: Gaven Norton

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





LICENSE AGREEMENT

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B. The Licensor desires to grant a non-exclusive license in accordance with the terms hereof;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and the payment of which is hereby acknowledged, the parties hereby enter into a license agreement upon the terms and conditions set forth herein.

1. Grant of License. The Licensor hereby grants to Licensee a non-exclusive license to enter upon and use the Land subject to the following specified terms and conditions. The terms of this License are not to be construed as a grant of the exclusive use of the Land to the Licensee.

2. Term. The term of this License shall commence on June 1, 2014, and shall terminate on September 30, 2014 unless earlier terminated as set forth in Section 12, below. An extension or renewal of the term and conditions of this License, by an amendment to same, may be granted by the Licensor at its sole discretion.

3. Permitted Use. The rights of this License shall be exercised by the Licensee solely for the purpose of conducting a mobile clothing and beach sundries concession upon the land, including any additional activities as approved in writing by the Airport Commission. Vehicles may use the worn vehicle paths and are prohibited from the sand dunes.

4. License Fees. In consideration for the use of this License, the Licensee agrees to pay the Licensor the following annual business license fee of \$1,500, prior to exercising this license.

5. Conduct.
a. Entry and use under this License by the Licensee and its contractors, agents, representatives, employees, assignees and invitees, shall, at all times, be subject to review and control by duly designated representatives of the Licensor.

b. During the exercise of rights hereby granted, Licensee shall at all times conduct itself so as not to interfere with operation of the Licensor within the Land or Licensor's property adjacent to the land.

c. The Licensor shall have the right, at all reasonable times, to enter onto and inspect the Land and to make such improvements or repairs as it reasonably deems necessary.

d. Licensee shall observe and obey directives from the authorized representative of the Licensor, as well as all other applicable laws, statutes, ordinances, regulations and permitting or license requirements.

e. The Licensee, its contractors, agents and/or representatives shall provide and maintain an emergency contact person and telephone number with the Licensor's representative during the term hereof.

f. The Licensee shall be responsible for the upkeep and maintenance of the Licensed Premises. Such maintenance shall include, but not be limited to, the removal of debris from areas frequented by the Licensee and Licensee's patrons. The Town will continue to empty the Town trash barrels.

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- (a) To adopt from time to time rules and regulations not inconsistent with terms of this lease for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom Licensee agrees to comply.
- (b) To enter upon any premises and facilities of the Licensee upon reasonable advance notice for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the Licensor. Licensor in such case is to use its best efforts to avoid disruption of Licensee's operation.

8. APPROVALS AND PERMITS. All local licenses and permits are the responsibility of the licensee. A copy is to be provided to the Airport Manager's office and kept on file. The obligations of the Licensee are conditional upon his obtaining and holding all said approvals, permits and licenses necessary for the operation of a mobile food concession, from all agencies, boards and officers having jurisdiction over the same.

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**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 (Licensor)**" as an additional insured, under liability coverage, but only as respects operations of the Named Insured as their interests may appear.

Indemnification. Licensee shall indemnify and hold harmless the Licensor, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of the Licensee but not limited to those for death, for bodily injuries, or for property damage arising out of the acts or omissions of the Licensee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons using Licensee's premises or otherwise arising out of any acts or omissions of the Licensee's employees, members, agents, and representatives, with the exception of Town of Nantucket/Nantucket Memorial Airport's gross negligence or willful misconduct.

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

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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.

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d. The Licensee 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.

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In the exercise of the rights and privileges granted for the furnishing of services to the public, Licensee will

(1) furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that the Licensee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

f. 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.

g. The Licensee for themselves, their heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, do 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 Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed

pursuant to 49 CFR, PART 21, Nondiscrimination in Federally assisted Programs of the Department of Transportation, and as said Regulations may be amended.


h. The Licensee for themselves, their personal representatives, successors in interest, and assigns as a part of the consideration hereof, do hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and in the furnishing of services thereon, no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Licensee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR PART 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

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

13. Assignment. This License is not transferable and no privilege contained herein may be sublet or assigned to any other person or organization without the express written consent of the Licensor.

IN WITNESS HEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument the day and year first written above.

  
\_\_\_\_\_  
(LICENSEE)

Nantucket Memorial Airport Commission  
(LICENSOR)

By: Gaven Norton

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

- Utility investment reimbursement from future tenants tying in to improvements. Mr. Allred indicated it was approximately 1400 feet for a water connection and slightly less for power. Discussion led to the Commission expressing its view that any future Request for Proposals for additional tenants wanting to utilize the utility would be required to pay a portion of the cost to the Lessee making the initial investment. Any existing tenants should be approached as well. Mr. Rafter agreed to confer with Legal Counsel and the Water Company on how utility sharing has or can be handled.
- Lessee requests that all structural improvements above ground remain property of the tenant. After brief discussion it was agreed, noting at the end of the term, the Commission may require to tenant remove all structures and restore lot to pre-build condition.
- Required environmental inspection prior to Lease signing be at the at landlords expense. Mr. Rafter noted the study was completed by the Airport already and will provide a copy.

Discussion moved to exterior lighting both in the sense on local ordinance as well as FAA requirements with Mr. Allred agreeing to comply with any requirement.

Mr. Rafter presented amendments to two (2) Mass DOT Grants for approval:

- **Runway 6/24 HIRLS, Airfield Guidance Signs, Wind Cone and Segmented Circle** - Mr. Rafter indicated this is an extension of the date only to process the final payment.
- **Re-Align and Widen Taxi Connector** – Mr. Rafter indicated the change is to accommodate the change order of the repainting of the Runway 15/33 taxiway edge lines.

Mr. Gray made a **Motion** to accept both MassDOT Grant amendments, noting the correction needed to the Airport Manager’s name on the Runway 6/24 document. **Second** by Ms. Planzer and **Passed** by the following roll-call vote:

Chairman Drake – Aye  
 Vice Chair Gasbarro – Aye  
 Mr. Gray – Aye  
 Ms. Topham – Aye  
 Ms. Planzer – Aye

An Assumption of ATM Lease from **Santander Bank (aka Sovereign Bank/Nantucket Bank) to Blue Hills Bank** – Mr. Rafter explained the Assignment will continue the lease on a month-to-month basis until the ATM spaces are placed out to bid as required. Ms. Topham made a **Motion** to approve the Assumption of the ATM Lease. **Second** by Ms. Planzer and **Passed** by the following roll-call vote:

Chairman Drake – Aye  
 Vice Chair Gasbarro – Aye  
 Mr. Gray – Aye  
 Ms. Topham – Aye  
 Ms. Planzer – Aye

An Amendment to the **World Fuel Services Contract** for the purchase of aviation fuel supply to extend the 1/31/14 expiration date to 2/28/14 to accommodate the re-advertisement of the RFP. **Motion** made by Ms. Planzer. **Second** by Mr. Gray and **Passed** by the following roll-call vote:

Chairman Drake – Aye  
 Vice Chair Gasbarro – Aye  
 Mr. Gray – Aye  
 Ms. Topham – Aye

## Janine Torres

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**From:** Erika Mooney <EMooney@nantucket-ma.gov>  
**Sent:** Thursday, February 20, 2014 12:52 PM  
**To:** Helpdesk  
**Cc:** Janine Torres  
**Subject:** Airport Commission change

[http://www.nantucket-ma.gov/Pages/NantucketMA\\_BComm/airport](http://www.nantucket-ma.gov/Pages/NantucketMA_BComm/airport)

Please remove David Gray as a member and replace with "Vacant". Thanks.

Janine: FYI - I'm running an ad for the next three weeks for applicants to fill this vacancy. The BOs is holding a public hearing on 3/19 and plan to make an appointment that night.

Erika

Erika D. Mooney  
Executive Assistant to the Town Manager  
Town of Nantucket  
16 Broad Street  
Nantucket MA 02554  
508-228-7266 Direct  
508-228-7255 Town Administration  
508-228-7272 Fax