

NANTUCKET MEMORIAL AIRPORT COMMISSION

May 6, 2014

AGENDA

1. Review and Approve Agenda
2. Public Comment
3. Pending Leases/Contracts as Set Forth on Exhibit 1, which Exhibit is Herein Incorporated by Reference.
4. **050614-1** Discussion of proposed comments on action of Steamship Authority to approve Hy-Line service changes and possible action thereon.
5. **042214-2 Formerly Used Defense Site (FUDS) Status**
 - a. Consideration of alternatives for Bunker Road Leases
 - b. Consideration of revocation of Bunker Road Procurement on parcels not subject to existing leases.

**Public Safety Facility
1st Floor Community Meeting Room**

4 Fairgrounds Road

2:30 PM

EXHIBIT 1
 PENDING LEASES/CONTRACTS/AGREEMENTS
 May 6, 2014

Type of Agreement/Description	With	Amount	Other Information	Source of Funding
Lease	General Services Administration (TSA)	(\$51,775)	TSA Terminal Office Space 3 Year Extension, Expiring 5/31/17 \$4,450.06 Increase from last Term	Income
Grant	Mass DOT	(\$4,252.88)	To extend Grant to include unpaid amount from "Re-Align & Widen South Apron Taxiway	Income

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. LMA04528
ADDRESS OF PREMISES Nantucket Memorial Airport 14 Airport Road Nantucket, MA 02554	Building Number: MA5874

THIS AGREEMENT, made and entered into this date by and between **Nantucket Memorial Airport** whose address is: **C/O Tom Rafter
14 Airport Road
Nantucket, MA 02554**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease. .

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective as follows:

1. **Term: To extend the lease term by striking the date of "May 31, 2014" contained in part II, paragraph B "Term" of Lease No. LMA04528 and substituting the date to "May 31, 2017".**
2. **Effective June 1, 2014, paragraph 5 of Lease No. LMA04528 is hereby deleted and replaced with:**
"The annual rent amount will increase to \$51,775.02"

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: _____
Entity Name: Nantucket Memorial Airport
Date: _____

Signature: _____
Name: George E. Welch
Title: Lease Contracting Officer
GSA, Public Buildings Service, _____
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#)

CONTRACTOR LEGAL NAME: Town of Nantucket (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: : MASSDOT/Aeronautics MMARS Department Code: DOT	
Legal Address: (W-9, W-4,T&C): 18 Broad St. Nantucket, MA 02554		Business Mailing Address: 1 Harborside Drive, Ste.205N, East Boston, MA 02128	
Contract Manager: Thomas Rafter		Billing Address (if different):	
E-Mail:		Contract Manager: Thomas Mahoney	
Phone: 508-325-5300	Fax: 508-325-5306	E-Mail:	
Contractor Vendor Code: VC6000191899		Phone: 617-412-3680	Fax: 617-412-3679
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): CT DOT 1300 14ACKSATW00	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date Prior to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$4,252.88			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L.c. 29, § 23A); __ only initial payment /subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Re-Align and Widen South Apron Taxiway, (Approx. 30'x50'). Need to re-open contract. Contract was closed on 1/23/2014, invoice in the amount of \$4,252.88 was not paid.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <ol style="list-style-type: none"> <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations. 			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2014 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: Daniel Drake Print Title: Chairman		Print Name: Christopher Willenborg Print Title: Administrator	

Festival

Show Winners

Youth Winners

23 students entered daffodils

- Katrina Hancock: Best Three stems Youth, Most Blue Ribbons (8)

- Skye Flegg: Best Collection of Five stems Youth

- Gus King: Best Youth Daffodil, Bravoure (Helene Whitehead Award), Youth Best Bloom

- First Place Winners in Addition to Hancock, Flegg and King: Morgan Brennan, Charlotte Heilman, Maicey Lamb, Cleo Ray, Phoenix Ray, Madeline Ruley and Jared Funderburg

- Second Place: Morgan Brennan, Macy Crowell, Ellie Kinsella, Emma King, Kristina Hancock, Charlotte Ruley, Madeline Ruley, Lily Walker McGloin and Edrian Wright

- Third Place: Elannah Brennan, Tabitha Corey, Macy Crowell, Skye Flegg, Kate Kinsella, Emma King, Katrina Hancock, Cleo Ray, Charlotte Ruley and Gus King

- Honorable Mention: Elannah Brennan, Tabitha Corey, Macy Crowell, Jack Kinsella, Kristina Hancock, Charlotte Heilman, Cleo Ray, Juniper Ray, Phoenix Ray, Madeline Ruley, Stephanie Ryder and Lily Walker McGloin

Youth and Family or Group Arrangement Winners

- "Bike Path:" First, Lulu Boothe (Helene Whitehead Award); Second, Skye Flegg; Third, Katrina Hancock; Honorable Mention, Charlotte, Ruley, Madeline Ruley and Maggie and Louisa Liddle

- "Sconset Picnic:" First, Sherburne Commons; Second, Emerson Pekarcik; Third, Ellie, Jack and Kate Kinsella

Photography Winners

- Adult, Amateur Class: First, Scott Bally (Wells Kneirum Best in Show Award); Second, Sandra Palchanis; Third, Mynnde Corey; Honorable Mention, Caroline Fergu-

PUBLIC NOTICE AND REQUEST FOR PUBLIC COMMENT ON THE REQUEST BY HY-LINE CRUISES TO CHANGE ITS FERRY SERVICE BETWEEN HYANNIS AND NANTUCKET BY ADDING A SECOND HIGH-SPEED FERRY AND RETIRING ITS TRADITIONAL FERRY, THE M/V GREAT POINT

In accordance with Section 5 of the Enabling Act of the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority ("SSA"), 1 Hyannis Harbor Tours, Inc., d/b/a Hy-Line Cruises ("Hy-Line"), has asked the SSA for permission to build a new high-speed ferry for service between Hyannis and Nantucket that will replace its traditional mono-hull ferry on that route, the M/V Great Point. In its letter requesting this permission, Hy-Line has stated that:

The new vessel will be approximately 154 feet long (about twelve feet longer than its current high-speed vessel, the M/V Grey Lady), and will incorporate a third passenger deck with exterior seating. As preliminarily designed, the vessel will have 324 interior seats and 169 exterior seats, for a total of 493 seats. (Hy-Line's current high-speed vessel, the M/V Grey Lady, has a capacity of 300 passengers.)

As proposed by Hy-Line, the number of its daily high-speed ferry trips between Hyannis and Nantucket would change as follows:

Time of Year	2013 Actual	Proposed
Jan. 1 - mid-May	5	5
Mid-May - mid-June	6	8 - 9 (Sundays)
Mid-June - Labor Day	6	9
Post Labor Day - Columbus Day	5 - 6 (Fridays)	7 - 8 (weekends)
Post Columbus Day - Dec. 31	5	5

Hy-Line would also operate additional high-speed ferry trips during the weekends of the Nantucket Daffodil Festival, the Nantucket Wine Festival Weekend, Memorial Day and Columbus Day (which it also does now with its other high-speed ferry, the M/V Lady Martha, which would no longer be used to provide any high-speed ferry service between Hyannis and Nantucket).

Also as proposed by Hy-Line, it would retire the M/V Great Point (which has a capacity of 720 passengers) and stop operating all of its traditional ferry trips between Hyannis and Nantucket.

In 2013, the number of those daily traditional ferry trips were as follows:

Time of Year	2013 Actual	Proposed
Week before Memorial Day	1	0
Memorial Day Weekend	3	0
Post Memorial Day - late June	2	0
Late June - Labor Day	3	0
Post Labor Day - After Columbus Day	1	0

Thus, if Hy-Line's request is approved, the SSA will be the only operator of traditional ferry service between Hyannis and Nantucket.

Because Hy-Line's proposed second high-speed ferry has yet to be constructed, its requested changes will not take place until next year (mid-May 2015) at the earliest.

The SSA requests comments from the public regarding Hy-Line's request. The public can view Hy-Line's request (including its proposed schedules), as well as its current license agreement, by going to the Authority's website, www.steamshipauthority.com, and selecting the ABOUT tab on the home page, followed by selecting the NEWS tab and then clicking on "Hy-Line's License Request." All of those documents are also available for inspection during regular business hours at the SSA's General Offices. For further information, you may contact the SSA's General Counsel, Steven M. Sayers, at (508) 548-5011 ext. 301 or by email at ssayers@steamshipauthority.com.

All comments from the public must be received by the SSA's General Manager, Wayne C. Lamson, no later than Friday, May 9, 2014, either at the following address: Steamship Authority, P.O. Box 284, Foot of Railroad Ave., Woods Hole, MA 02543, or by email at wlamson@steamshipauthority.com. The SSA's Port Council members are expected to discuss Hy-Line's request at their regularly scheduled monthly meeting on Wednesday, May 7, 2014, beginning at 9:45 a.m. in the second floor conference room of the SSA's Woods Hole terminal, located at the Foot of Railroad Avenue in Woods Hole, and the SSA's governing Members are expected to consider Hy-Line's request at their regularly scheduled monthly meeting on Tuesday, May 13, 2014, beginning at 9:30 a.m. at the Fort Taber ~ Fort Rodman Military Museum, located in Fort Tabor Park, New Bedford, Massachusetts 02744.
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