

# NANTUCKET MEMORIAL AIRPORT COMMISSION

July 15, 2014  
Agenda

1. Review and Approve:
  - a. Agenda
  - b. 5/27/14 Workshop Minutes
  - c. 5/27/14 Minutes
  - d. Ratify 6/30/14 Warrant
2. Election of Officers
3. Public Comment
4. Various Personnel Matters
  - a. Personnel Sub-Committee Minutes - Pending
  - b. Review and Discuss the Job/Salary Classification Plan Study – Don Jacobs
  - c. Review and Discuss Recommended Changes to Non-Union Personnel Manual
5. Finance Update
  - a. **071514-1** Preliminary FY14 Profit & Loss
  - b. **071514-2** Fuel Revolver Update
6. Pending Leases/Contracts as Set Forth on Exhibit 1, which Exhibit is Herein Incorporated by Reference.
7. Pending Matters
  - a. **070913-1** TON Memorandum of Understanding (MOU) Update
  - b. **042214-2** Formerly Used Defense Site (FUDS) Status
8. **022613-2** Master Plan and Sustainability Program Update
9. **072514-3** Hangars 5 & 6
10. GA/Administration Building Change Order Update - Pending
11. Manager's Report
  - a. Other Project Updates
  - b. RFP/Bid Status
  - c. Operations Update
  - d. Request for Travel
    - i. AAAE-NEC Conference, August 9-13, 2014 Buffalo, NY
    - ii. AAAE National Airports Conference, Sept. 27-28, 2014, Portland, OR
12. Sub-Committee
  - a. Airport Sub-Committee Assignment Discussion
  - b. Representation on TON Personnel Compensation Review Committee
13. Commissioner's Comments
14. Public Comment
15. 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, 2/11/14, 2/25/14, 3/11/14 and 3/25/14 for possible release; and 4/22/14, 5/27/14 and 6/24/14 for review and possible release, and
  - b. Clause 3: To conduct strategy session with respect to collective bargaining where if held in Open Session, may have a detrimental effect on the bargaining position of the Airport Commission



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

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



*Commissioners*  
Daniel W. Drake, Chairman  
Arthur D. Gasbarro, Vice Chair  
Andrea N. Planzer  
Neil Planzer  
Jeannette D. Topham

**DRAFT**

**AIRPORT COMMISSION WORKSHOP**  
**Minutes**

**May 27, 2014**

The workshop meeting was called to order at 4:01 PM by Chairman Daniel W. Drake with the following Commissioners present: Arthur D. Gasbarro, Vice Chair, Andrea N. Planzer, Neil Planzer and Jeanette D. Topham.

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

Airport employees present were Thomas M. Rafter, Airport Manager, Jamie Miller, Business/Finance Manager and Janine Torres, Office Manager.

Mr. Drake announced the purpose of the workshop was to discuss the Master Plan process with the lead consultant from Jacobs Engineering, Bill Richardson.

Mr. Drake announced the meeting was being recorded.

Mr. Rafter updated the Commission on the recent Master Plan activity including a meeting with Tracy Beach, the sub-consultant working on the financial supplement to chapter 3 which Mr. Rafter indicated is almost complete; a meeting took place with members of the FAA and MassDOT regarding the next presentation to the Advisory Working Group (WG) as well as to discuss potential alternatives to Airport land use with Andrew Vorce.

Mr. Richardson provided copies of a power point presentation and reviewed each slide:

- Project Schedule: On time. Will discuss alternatives concepts and potential impacts with WG and create a prioritization of results for Commission review which leads into finalizing the Financial Plan.
- Passenger Enplanements: Down 42% from 2000 to 2012
- Comparison of airline to ferry passengers showing a sharp increase to high speed ferry passengers and a sharp decrease to enplanements. Mr. Planzer suggests breaking out the Part 135 Operators as well as the seasonal operators and chart those enplanements as well.

- Summer Seasonal Hub Market – Mr. Richardson noted the source for this slide was the DOT T-28 report, which Mr. Planzer pointed out, does not include Part 135 operators to Providence and Boston noting this may explain the difference in the numbers between the slide and a supplemental report handed out. After brief discussion, Mr. Richardson was asked to double check the numbers used and also rename the slide.
- Business & Private Jet Operations - Shows a decline around the 2008 stock market crash but are making a steady recovery. Mr. Drake pointed out this slide only includes planes using JetA Fuel and should include traditional general aviation, or Avgas users.
- Forecast Scenario's – Includes year-round part 135 Operators showing three scenarios: status quo, upward trend and downward pressure. Discussion took place on whether to show a fourth scenario showing the Hyannis air taxis going away entirely. Mr. Richardson noted the downward pressure scenario accounts for only one air taxi operating. After debate, Mr. Drake asked for a vote keeping only the three forecast scenarios as presented. Mr. Gasbarro, Mr. Planzer, Ms. Topham and Ms. Planzer all voted aye. Mr. Drake voted for a fourth scenario to be added.

Mr. Richardson presented the four categories being planned for discussion at the WG meeting: alternatives for operational efficiencies, revenue enhancement concepts, safety and security and environmental sustainability. Mr. Richardson explained the ideas created through the WG, would be presented to the Commission and prioritized into short and long term improvements and incorporated into the financial forecast. Mr. Richardson added an Environmental Notification Form (ENF) would be started for the shorter term improvements.

Discussion moved to the need for another WG meeting when Mr. Richardson noted the upcoming meeting was the last one scheduled prior to another Open House at the close of summer. Mr. Gasbarro noted the WG has not been given any information for Thursday's meeting noting meetings would be much more productive if advance information is provided. Mr. Drake added the WG has not been able to provide much input because most of the meetings consist of Jacobs giving a presentation. Several comments were made on the format and timing between WG meetings as well as the concern the volunteers participating may feel they were not listened to.

Mr. Drake commented on his continued disappointment in Jacobs compiling of the statistical numbers and his concern of the work product being delivered, especially considering the history Mr. Richardson has working with the Airport. Mr. Drake hopes from this point forward all the work compiled is triple checked and presented with the confidence that it is correct.

Ms. Topham made a **Motion** to adjourn the workshop. **Second** by Ms. Planzer and **Passed** unanimously.

Workshop adjourned at 5:02.

Respectfully submitted,

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Janine M. Torres Recorder

Master List of Documents Used  
 Jacobs Power Point Presentation  
 Airline & Ferry Passenger Chart

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14 Airport Road  
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*Commissioners*  
Daniel W. Drake, Chairman  
Arthur D. Gasbarro, Vice Chair  
Andrea N. Planzer  
Neil Planzer  
Jeannette D. Topham

**DRAFT**

**AIRPORT COMMISSION MEETING**

**May 27, 2014**

The meeting was called to order at 5:06 PM by Chairman Daniel W. Drake with the following Commissioners present: Arthur D. Gasbarro, Vice Chair, Andrea N. Planzer, Neil Planzer and Jeanette D. Topham.

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

Airport employees present were Thomas M. Rafter, Airport Manager, David Sylvia, Training & Compliance Officer, Jamie Miller, Business/Finance Manager, Noah Karberg, Environmental Coordinator, Lara Hanson, Operations Superintendent and Janine Torres, Office Manager.

Mr. Drake announced the meeting was being recorded.

Mr. Drake asked for comments on the updated Agenda. Hearing none the Agenda was approved.

Mr. Drake noted the 5/6/14 minutes are complete but were not distributed in time for review and the 5/13/14 are not yet complete. Therefore both were tabled.

Mr. Gasbarro made a Motion to ratify the 5/21/14 Warrant. Second by Ms. Planzer and Passed Unanimously.

Mr. Drake noted the 6/4/14 Warrant had not yet been reviewed by a majority of the Commission and therefore would be ratified at the next meeting.

**Public Comment**

None.

**Pending Leases & Contracts**

Mr. Rafter presented the following pending contracts and one pending Lease:

- **Kevin Conrad Heating & Cooling Inc.**, for \$8,735, to install an air conditioning unit in the gift shop. There was brief discussion regarding past and present cooling issues throughout the terminal.
- **Padula Brothers**, for \$53,189 for the purchase of a new Brush Hog mower. This purchase qualified for a MassDOT Grant. Mr. Rafter added 100% of the FY15 equipment costs were budgeted.
- **Lakes Region Environmental** for \$22,960, for the required annual fuel farm inspection.
- **Jacobs Engineering** for \$5,862, for consulting services to prepare the scope and bid documents for the new ARFF vehicle noting this is AIP Grant eligible.

- **Jacobs Engineering** for \$88,834 for design services to prepare the scope and bid documents for the Security Upgrades & Improvements project noting it is AIP Grant eligible noting \$100K FAA Grant award has already been announced for the fencing portion of this project and approximately \$300K additional grant monies are still be processed.
- **Hyannis Air Service Inc.** for their 2014 Operating Agreement which includes \$8,040 monthly rental income plus \$1,500 Annual Business Fee Income, plus Landing and Freight Fee Income.

Mr. Gasbarro made a **Motion** to approve all pending contracts and one lease as presented on Exhibit 1 except the World Fuel Contract. **Second** by Ms. Topham and **Passed** Unanimously.

Mr. Rafter explained on the **World Fuel** Contract, a conference call took place with World Fuel and Legal Counsel from both sides. Airport's Counsel recommended some significant changes which are now under review at World Fuel. Mr. Rafter reported negotiations are close and is requesting another month extension on the present contract. Ms. Topham made a **Motion** to extend the World Fuel Contract until June 30, 2014. **Second** by Ms. Planzer and **Passed** Unanimously.

#### **Pending Matters**

**070913-1 TON Memorandum of Understanding (MOU) Update** – Mr. Rafter indicated the Town has added a finance piece to the new Procurement Policy and believes they are waiting the start of the new Finance Director before finalizing the policy. Once complete, a brief MOU that may address the Airport may be needed. Mr. Drake added a reminder that MassDOT must approve any future MOU.

**022613-2 Master Plan & Sustainability Program** – Mr. Rafter began by reminding the Commission there is an Advisory Committee Working Group meeting on May 29<sup>th</sup> and based on the Workshop discussion, another Work Group Meeting will be scheduled.

Mr. Rafter also met with Parsons Brinkerhoff, the sub-consultant on the financial portion of the Master Plan. They are working on the final draft of the financial benchmarking which will analyze our Rates & Charges, offer suggestions on adjustments and make comparisons to other airports.

The Alternative Analysis will be presented to the Working Group and they will be asked for their feedback.

Mr. Drake gave a brief review of the Commission Workshop held just prior to the Commission Meeting. Mr. Drake reported Bill Richardson, the lead Consultant from Jacobs, updated the Commission on the Master Plan project schedule as well as reviewing the statistics used to develop the aviation forecast including a comparison between airline and ferry passengers. The Commission considered and turned down, by a vote of 4 to 1, Mr. Drake's proposal to revise the aviation forecast to include a worst case scenario of losing air taxi service to Hyannis. A frank discussion took place with the consultant on how the Master Plan process could be improved.

In reviewing the presentation to be discussed at the Working Group (WG) meeting, Mr. Gasbarro noted the Passenger Facility Charge (PFC) work has already been done. The discussion for the WG should be new revenue ideas. Mr. Rafter agreed but noted the WG needs to be aware of the PFC.

Discussion moved to revising the enplanement forecast trend line on the Enplanement Forecast slide of the WG presentation to reflect the potential effect of the new fast ferry and the procedure to do so with the FAA. Discussion resulted in leaving the enplanement forecast as is. Mr. Gasbarro remarked when looking back in 10 years, hopes the numbers are closer than the results from 1995 forecasts.

Mr. Gasbarro commented that the Progress Reports being submitted by Jacobs are too 'cut and paste' and are not indicating any new work completed.

#### **042214-2 Formerly Used Defense Site (FUDS) Status**

Mr. Rafter reported having reached out to the Army Corps of Engineers to submit a formal letter to address development adjacent to the MRS site; but to date, nothing has been received.

**052714-1 Acceptance of MassDOT Grant totaling \$224,520** – Mr. Rafter presented the State Grant award for the purchase of maintenance equipment that was deliverable prior to June 30, 2014. Mr. Gasbarro made a **Motion** to accept the MassDOT Grant Award in the amount of \$224,520. **Second** by Ms. Planzer and **Passed** unanimously.

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

**Project Updates** – Mr. Rafter reported:

- The installation of R/W 15/33 REILS and PAPI's are complete and operational.
- The removal of the VASI's from R/W 6 is complete.
- Several messages have been left for Priscilla Scott of the FAA regarding the status of our PFC application with no response.
- Two FAA Grants are anticipated, for the ARFF vehicle and Security Upgrades project. The FAA has indicated the Grant applications are still being processed.
- The design charrette for the ATCT is scheduled for June 11<sup>th</sup> and 12<sup>th</sup>.

**Operations** – Mr. Rafter reported:

- Attended an Audit Committee Meeting to review final action items on FY13 Audit. Open items are still a work in progress. Also discussed preparations for FY14 Audit.
- The new Town Finance Director has been chosen. Brian Turbitt is scheduled to begin in June.
- Wine Festival total sales were up 86% over last year. Operations Dept. reported one of busiest Memorial Day's.
- The Miami Air charter we accepted was poorly organized by Miami Air. No ground transportation was arranged and over 250 bags were handled by our staff. Some passengers were unruly and the police were very helpful.
- Secretary of Transportation, Richard Davey is scheduled to visit Nantucket on June 5<sup>th</sup>.
- Our FAA Part 139 Inspection is scheduled June 3<sup>rd</sup> through June 5<sup>th</sup>.
- Governor, Deval Patrick, is scheduled to help kick off Phase II of the Carbon Neutral Program on June 27<sup>th</sup>. An event is being planned in Hangar 3 during his visit.
- Tom Vick, FAA Compliance Office, is scheduling visits to all Airports to present "Airport 101" to Airport Commissions and other interested parties. He is planning visiting Nantucket in either July or August.

Mr. Rafter reported he will be out the rest of the week to attend a family funeral.

**Statistics** – Mr. Rafter presented the April 2014 statistics:

- Operations were down 5.24% compared to April 2013. Fiscal Year to Date (FYTD) is down 8.22%
- Enplanements were down 10.14% compared to April 2013. FYTD is down 11.8%
- JetA Fuel sales are down 7% from April 2013. FYTD is up 2.86%
- Avgas sales are down 15% from April 2013. FYTD is down 4.57%

- Freight is down 3.52% from April 2013.
- Noise complaints are down 100% from April 2013. FYTD noise complaints are down 70.37%.

Mr. Rafter noted the reporting format used by the Airlines is under review after some errors were found.

### **Sub-Committee Reports**

**Environmental** – The minutes of the 5/2/14 Sub-Committee meeting were shared.

### **Commissioner’s Comments**

Mr. Gasbarro was pleased that Mr. Rafter and Ms. Miller attended the Audit Committee meeting and asked that the final report be forwarded to the Commission.

Mr. Gasbarro commented on the needed landscaping around the GA/Admin Building. Mr. Rafter noted prices for irrigation and sod were being obtained.

Mr. Gasbarro commented on enclosing the restaurant entrance. Mr. Rafter noted the Maintenance staff has some ideas and is planning it as a fall project.

Ms. Topham asked if anyone attended the Coffee with Congressman Keating event. Ms. Planzer remarked she attended and noted it was a casual event and the FAA grant award was quickly mentioned.

### **Public Comment**

None.

Having no further business, Mr. Gasbarro made a **Motion** to adjourn into Executive Session, not to reconvene in Open Session, to review executive session minutes as noted on the Agenda.

**Second** by Ms. Topham and **Passed** by the following roll-call vote:

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

Meeting adjourned at 5:59 pm.

Respectfully submitted,

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Janine M. Torres Recorder

Master List of Documents Used  
 5/27/14 Agenda including Exhibit 1  
 5/21/14 Warrant Commission Approval Sheet  
 Kevin Conrad Heating & Cooling Inc. Contract Gift Shop AC  
 Padula Brothers Contract for Brush Hog Mower  
 Lakes Region Environmental Contract for Fuel Farm Inspection  
 Jacobs Engineering Contract for ARFF Vehicle Consulting  
 Jacobs Engineering Contract for Design and Engineering for Security Upgrades  
 Hyannis Air Service Terminal Lease  
 MassDOT Grant Award Letter for \$224,520 dated 5/23/14  
 Jacobs Master Plan slides for WG Meeting (Handout)  
 5/27/14 Email from Rafter to H. Sullivan (Army Corps) subject: Nantucket Letter  
 April Statistics Power Point Presentation  
 Environmental Sub-Committee Minutes dated 5/2/14



# Warrant 06/30/2014

Please Sign and Date

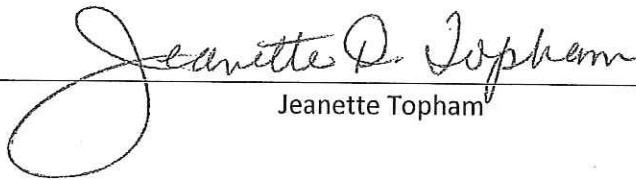
 7/8/14

Daniel Drake

 7/2/14










Arthur Gasbarro

Andrea Planzer

 7/3/14

Jeanette Topham

Neil Planzer

Batch# <u>1665</u>	Total \$ <u>20,911.40</u>	Batch Date <u>6/19/14</u>	Initial <u>JDT AG</u> 
Batch# <u>1715</u>	Total <u>110,413.94</u>	Batch Date <u>6/24/14</u>	Initial <u>JDT AG</u> 
Batch# <u>1723</u>	Total <u>27,361.85</u>	Batch Date <u>6/24/14</u>	Initial <u>JDT AG</u> 
Batch# <u>1724</u>	Total <u>11,786.30</u>	Batch Date <u>6/24/14</u>	Initial <u>JDT AG</u> 
Batch# <u>1725</u>	Total <u>11,508.37</u>	Batch Date <u>6/24/14</u>	Initial <u>JDT AG</u> 
Batch# <u>1737</u>	Total <u>150,196.19</u>	Batch Date <u>7/1/14</u>	Initial <u>JDT AG</u> 
Batch# <u>1741</u>	Total <u>16,397.57</u>	Batch Date <u>7/1/14</u>	Initial <u>JDT AG</u> 
Batch# <u>1742</u>	Total \$ <u>343,899.80</u>	Batch Date <u>7/1/14</u>	Initial <u>JDT AG</u> 
Batch# <u>1803</u>	Total <u>92,347.05</u>	Batch Date <u>7/3/14</u>	Initial <u>JDT AG</u> 



# **Classification and Compensation Study Summary Report**



**Town of Nantucket, MA**

**D.I. Jacobs Consulting  
Company**

**June 11, 2014**



# MEETING AGENDA

1

- **PURPOSE & OBJECTIVES OF THE STUDY**
- **SURVEY DATA COLLECTION**
- **THE PROCESS TO ESTABLISH GRADE LEVELS**
- **NON-UNION CLASSIFICATION EXAMPLE**
- **NEXT STEPS**
- **QUESTIONS?**

# GOAL OR PURPOSE OF THE STUDY

2

To establish a Classification and Compensation Plan in a fair (consistent) and equitable (competitive) manner (internally and externally) within the fiscal constraints of the Town of Nantucket.

The purpose of this study was to conduct a “market” study, not a “Cost-of-Living” study enabling the Town to pay both positions and employees “competitively”.

# CONCLUSION

3

- **Job descriptions have been updated consistent with what the Town requires an employee to do (essential functions) and the minimum qualifications (knowledge, ability and skills) required to carry out job duties.**
- **Classification plans have been developed for each group of positions based on the application of 13 universal rating criteria, consistent with the organization structure of each department and based on what the town requires an employee to do and the minimum qualifications to carry out the essential functions of each position.**
- **Compensation Plans have been developed for each group of positions (Non-Union, AFSCME, SEIU, Laborers, Police, and Fire) that are competitive with the market place on a position by position basis.**

# APPLICATION OF SALARY SURVEY DATA

4

- Market studies have been conducted based on demographic and operational criteria.
- Salary ranges have been developed based on market salary data where the market mean base salary for each grade level becomes the mid-point of each salary range.
- The minimum and maximum of each salary range has been developed linked to the benchmark of each salary range.
- The competitiveness of current pay practices is based on a % of the benchmark of each salary range.

# SOURCES OF SURVEY DATA

5

## Surveyed Towns:

- Barnstable
- Duxbury
- Franklin
- Mashpee
- Brewster
- Edgartown
- Marlborough
- Yarmouth
- Chatham
- Hingham
- Shrewsbury
- Dennis
- Falmouth
- Marshfield
- Planning Commissions

The above listed towns were selected based upon their demographic and operational structure. Only the departments and/or positions that had a direct correlation to the Town of Nantucket were used in the survey.

Please note that not all of the towns listed above were surveyed for All positions.



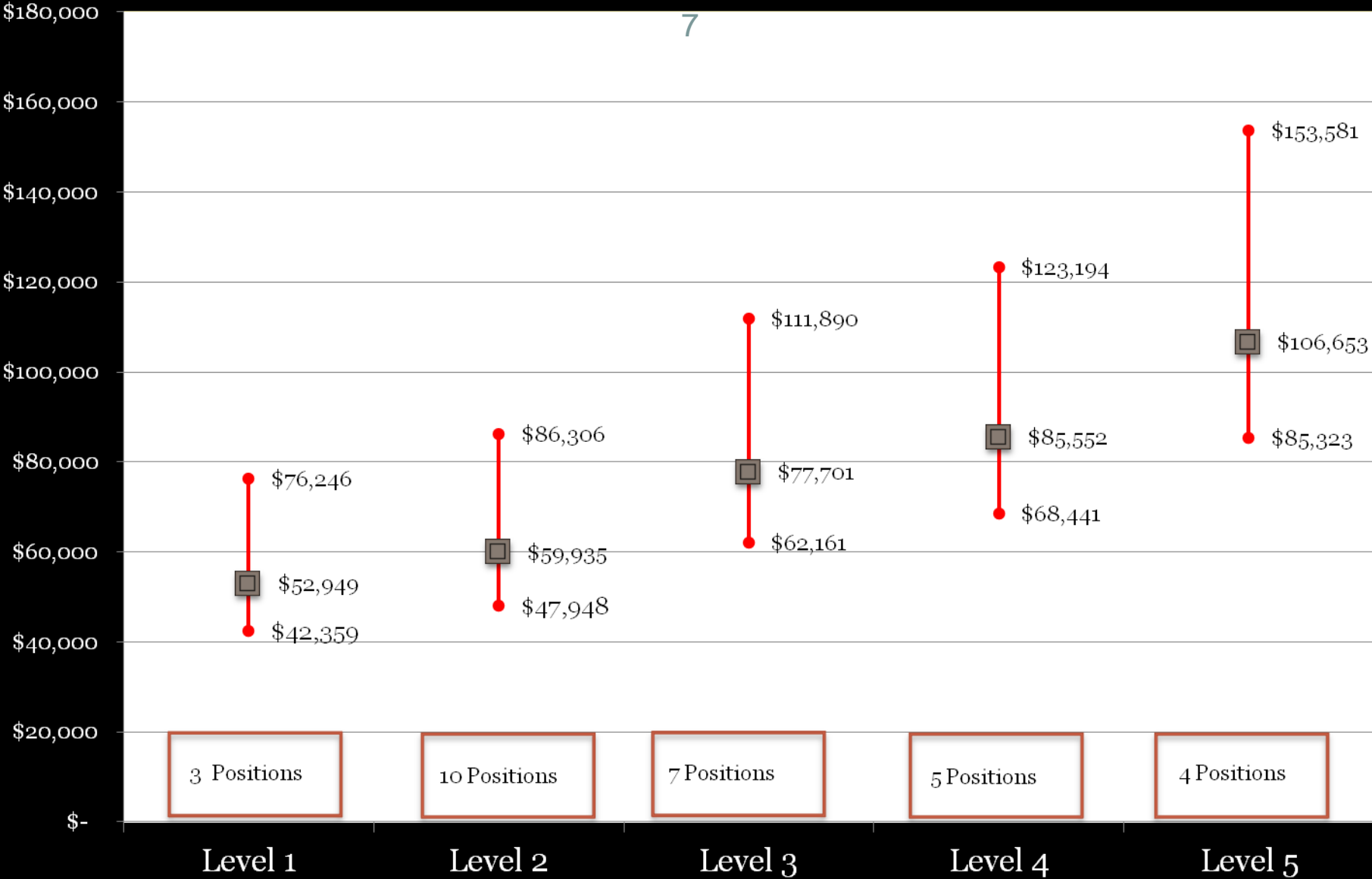


# GRADE LEVEL CLASSIFICATION PROCESS

6

- 1. Grade levels based upon criteria job descriptions.**
  - ❑ Each Union & Non-Union group has separate grade level classifications
  - ❑ Level 1 classifications require the least amount of autonomy; the level of independence and responsibility requirements increase with higher level classifications within each group of positions.
- 2. Develop a Benchmark (mid-point) from the survey data**
  - ❑ Comparability with other municipalities based on operational and demographic criteria on a position by position basis.
  - ❑ The mean or average salary point for positions in each grade level from survey information.
- 3. Create salary ranges linked to benchmark in a defined manner**
  - ❑ Minimum salary range is 80% below Benchmark
  - ❑ Maximum salary range is 80% above Benchmark

# SAMPLE OF PROPOSED NON UNION CLASSIFICATION PLAN



# NEXT STEPS

8

- Analysis of the proposed salary ranges to establish a consistent process to pay employees and positions in a fair (consistent) and equitable (competitive) manner.
- Develop final drafts of all Union and Non-Union job descriptions consistent the organizational structure of each department.
- Implementation strategies that establish a process to pay employees competitively with the marketplace.

**From:** [jtop@comcast.net](mailto:jtop@comcast.net)  
**To:** [Daniel W. Drake](mailto:Daniel W. Drake)  
**Cc:** [Janine Torres](mailto:Janine Torres); [Tom Rafter](mailto:Tom Rafter); [Jamie Miller](mailto:Jamie Miller)  
**Subject:** Re: Personnel Manual redraft  
**Date:** Friday, July 11, 2014 10:12:51 AM

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I wonder if we shouldn't keep the sentence starting with--the Airport manager will approve---- J.

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**From:** "Daniel W. Drake" <[ddrake@ackquack.com](mailto:ddrake@ackquack.com)>  
**To:** "Tom Rafter" <[trafter@nantucketairport.com](mailto:trafter@nantucketairport.com)>, "Jeanette Topham" <[jtop@comcast.net](mailto:jtop@comcast.net)>, "Jamie Miller" <[jmiller@nantucketairport.com](mailto:jmiller@nantucketairport.com)>  
**Cc:** "Janine Torres" <[jtorres@nantucketairport.com](mailto:jtorres@nantucketairport.com)>  
**Sent:** Thursday, July 10, 2014 8:21:15 AM  
**Subject:** Personnel Manual redraft

I attach my attempt at redrafting the Work Schedules section of the Personnel Manual. In accordance with our discussion last week.

Comments and questions are most welcome.

If it meets with your approval, we should include its consideration on the agenda for next week's meeting and also run it by counsel and the consultant.

Dan

Daniel W. Drake  
PO Box 194  
Nantucket, MA 02554

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Home: 508-228-4833  
Cell: 508-221-0770

***PROPOSED REVISION to:***

**NANTUCKET MEMORIAL AIRPORT  
Administrative Personnel Manual**

**III Work Schedules and Overtime**

- **WORK WEEK**

The normal workweek is 40 hours per week. Work hours are scheduled by each department and may include weekends and holidays.

- **OVERTIME COMPENSATION**

**Eligibility:** An employee qualifies for payment of overtime depending on whether his or her position is classified as “Non-Exempt” or “Exempt” under the Fair Labor Standards Act.

**Non-Exempt employees** are paid at one and one-half times their regular hourly rate for the hour worked in excess of forty (40) in any workweek if authorized by their supervisor or by the Airport Manager.

**Exempt employees** are not entitled to overtime pay. However, because the workload may require disruption of an Exempt employee’s personal; schedule, for each hour worked in excess of forty (40) in any workweek, such employee shall be granted compensatory time off of one hour. Such compensatory time off may be accrued up to fifty (50) hours in any fiscal year (July 1 – June 30) and must be used by December 31 of the calendar year in which the fiscal year ends. Any accrued but unused compensatory time-off hours shall be forfeited without compensation if they are not used by said December 31, and shall also be forfeited without compensation if the employee leaves the employment of Nantucket Memorial Airport for any reason.

The use of compensating days shall be subject to the approval of the Airport Manager. The employee shall submit every two weeks to the Airport Manager or his/her designee a statement of hours accrued (by date for the current period), hours used and the remaining balance available.

(For existing language see next page)

## EXISTING LANGUAGE

### III. Work Schedules

- **WORK WEEK**

The normal workweek is Monday through Sunday. Hours of operation are scheduled according to department.

- **OVERTIME COMPENSATION**

***ELIGIBILITY***

An employee qualifies for payment of overtime depending on his/her employment classification:

***Exempt employees*** are not entitled to overtime pay. If, however, the job requires frequent and extended periods of work in excess of normal hours, in lieu of overtime compensation, compensatory time off at a rate not less than one hour for every hour worked in excess of normal hours. The Airport Manager will approve any over time hours in advance and may approve compensatory time off, if requested by the employee. The employee may accrue not more than 100 hours of compensatory time for hours worked. Any employee that has accrued 100 hours of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation and a rate of time and one half for every hour worked. If compensation is paid to an employee for accrued compensatory time off, such comp time shall be paid at the regular rate earned by the employee at the time the employee receives such payment. All comp time shall be paid or used on an annual basis each calendar year. An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at their current rate of pay.

The employee shall, at least on a monthly basis, submit to the manager's office, a record of comp time used and accrued. If no changes have been made, monthly submittal need not occur.

***Non-Exempt employees*** are paid at one and one-half times their regular hourly rate for the hours worked in excess of forty (40) in any workweek, if authorized by their direct supervisor or Airport Manager.



EXHIBIT 1  
PENDING LEASES/CONTRACTS/AGREEMENTS  
July 15, 2014

Type of Agreement/Description	With	Amount	Other Information	Source of Funding
Contract	Oshkosh Corp	\$629,747	Purchase of new ARFF Vehicle	AIP Grant #59
Contract	Kobo Utility Construction	\$295,255	Security Upgrades	AIP Grant #60

Pending as of Meeting Posting Date

## CONTRACT

THIS AGREEMENT, made and executed this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and \_\_\_\_\_ by and between the Nantucket Airport Commission, a Commission within the Town of Nantucket, County of Nantucket, in the Commonwealth of Massachusetts, being herein termed the OWNER, party of the first part, Oshkosh Corporation of Appleton, WI, herein after termed the CONTRACTOR, party of the second part;

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the following work to:

### **“Purchase Aircraft Rescue Fire Fighting Vehicle”**

herein after called the PROJECT, for the Contract Bid Price recorded, and all extra work in connection therewith, under the terms as stated in the Contract Articles; and at his (its or their) own proper cost and expense to furnish all equipment and other accessories and services necessary to complete the said PROJECT in accordance with the conditions and prices stated in the Contract Articles and the attached costing information; all of which are made a part hereof and collectively evidence and constitute the Contract.

That the CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a written “NOTICE TO PROCEED” by the OWNER and to fully complete the project and deliver the aircraft rescue fire fighting equipment within **400 calendar days (max.)**, consecutive thereafter; and the CONTRACTOR represents that he has informed himself fully in regard to all conditions pertaining to the place where the work is to be done and other circumstances affecting the work.

That the OWNER shall pay (as may prove convenient under the OWNER'S system of monthly audit and payment of bills) and the CONTRACTOR shall receive as full compensation for fulfilling everything required of the CONTRACTOR under this Contract     \$629,747.00    , (the total price).

Signed, sealed and delivered to the OWNER on the day and year first above written.

Signed, sealed and delivered to the OWNER on the day and year first above written.

**NANTUCKET MEMORIAL AIRPORT COMMISSION**

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

Attested \_\_\_\_\_

By: \_\_\_\_\_  
By: Arthur D. Gasbarro, Vice Chair

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

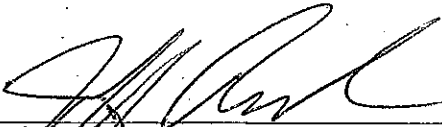
By: \_\_\_\_\_  
By: Jeanette Topham, Commissioner

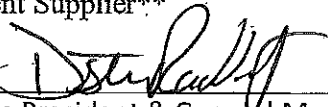
By: \_\_\_\_\_  
By: Sonny Raichlen, Commissioner

**TOWN OF NANTUCKET**

By: \_\_\_\_\_  
By: Town Finance Director

Attested \_\_\_\_\_

By:   
Jeff Besch

Equipment Supplier\*\*  
Attested:   
Title Vice President & General Manager  
Airport Products

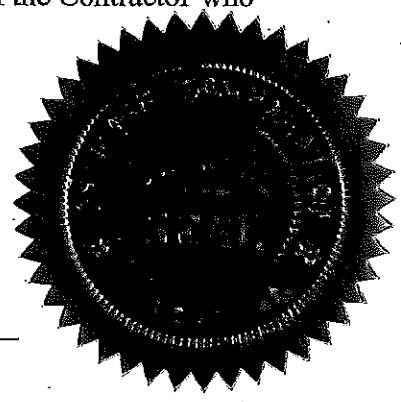
(Print name and title of person from the contractor's who is executing the contract)

\*\* Execute acknowledgment of the officer or agent of the officer or agent of the Contractor who signs this document. Use proper form on the next page.

Approved as to Form

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

Attorney for the \_\_\_\_\_ of \_\_\_\_\_




**ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION:**

State of Wisconsin )

County of Outagamie ) SS:

On this 6th day of June, 20 14, before me personally came and appeared Jeff Resch to me known, who, being by me duly sworn, did depose and say to me that he resides at Appleton, WI, that he is the Vice President & GM, Airport Products of Oshkosh Corporation the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by the order of the directors of said corporation, and that he signed his name thereto by like order.

(Seal)

  
\_\_\_\_\_  
Notary Public

My commission expires September 19, 2017

**MASSACHUSETTS DEPARTMENT OF TRANSPORTATION  
AERONAUTICS DIVISION**

**CONTRACT APPROVAL**

The Massachusetts Department of Transportation Aeronautics Division, this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and \_\_\_\_\_, approves this contract between the Nantucket Airport Commission and \_\_\_\_\_ Oshkosh Corporation \_\_\_\_\_ in the amount of \_\_\_\_\_ \$629,747.00 \_\_\_\_\_ dollars to "Purchase Aircraft Rescue Fire Fighting Vehicle," at Nantucket Memorial Airport, Nantucket, Massachusetts.

This contract is based upon the specifications approved by this Division on the \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and \_\_\_\_\_.

This approval is granted in accordance with Section 51K, Chapter 90, of the General Laws, as amended, and in no way makes the Massachusetts Department of Transportation Aeronautics Division a party to the contract or is to be considered as a commitment of funding unless so voted by the Massachusetts Department of Transportation Aeronautics Division. This approval will in no way interfere with the right of either principal thereunder.

---

Christopher Willenborg, Administrator  
Massachusetts Department of Transportation Aeronautics Division



**MASSACHUSETTS DEPARTMENT OF TRANSPORTATION  
AERONAUTICS DIVISION**

**CONTRACT APPROVAL**

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This approval is granted in accordance with Section 51K, Chapter 90, of the General Laws, as amended, and in no way makes the Massachusetts Department of Transportation Aeronautics Division a party to the contract or is to be considered as a commitment of funding unless so voted by the Massachusetts Department of Transportation Aeronautics Division. This approval will in no way interfere with the right of either principal thereunder.

---

Christopher Willenborg, Administrator  
Massachusetts Department of Transportation Aeronautics Division

**1. FEDERAL/STATE REGULATIONS REQUIRED TO BE INSERTED  
INTO THE DOCUMENT AS THE CONTRACT ARTICLES**

## FEDERAL REGULATIONS

1. In the performance of the work of this contract, the Contractor and subcontractors shall be governed by the attached Federal Regulations for Airport Improvement Program Projects. For the purposes of this section, "Contractor" refers to \_\_\_\_\_.

Where provisions for inserting Airport Improvement Program Project numbers and Sponsor's name in the various subparagraphs of these regulations occur, insert the following:

*Airport Improvement Program Project Number 3-25-0033-59-2014*

Sponsor      Nantucket Airport Commission

Wherever these regulations refer to Federal Aid Projects, it will be taken to mean Airport Improvement Program Projects under the Airport and Airway Development Act of September, 1982.

2. PUBLIC AGENCY APPROVALS

The work to be performed under this contract is subject to approval by the Federal Aviation Administration and the Massachusetts Department of Transportation Aeronautic Division, and all specifications, and contracts therefore will be approved by the above agencies.

3. Contract Specifications required by Federal Aviation Administration for contracts assisted under the Airport Improvements Program.

- A. CIVIL RIGHTS ACT OF 1964, TITLE VI-49 CFR, PART 21, CONTRACTUAL REQUIREMENTS.

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as "Contractor") agrees as follows:

- A. During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as "Contractor") agrees as follows:

1. **Compliance with Regulations.** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49 Code of Federal Regulation, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are here incorporated by reference and made a part of this Contract.
2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the FAA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this

information the Contractor shall so certify to the sponsor or the FAA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
- b. Cancellations, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions.** The Contractor shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation to protect the interests of the sponsor, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520  
GENERAL CIVIL RIGHTS PROVISIONS

The contractor/tenant/concessionaire/lessee assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provisions obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

C. INSPECTION OF RECORDS - 49 CFR PART 18

The Contractor shall maintain an acceptable cost accounting system. The Sponsor, the FAA, and the Comptroller General of the United States shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for three years after the Sponsor makes final payment and all other pending matters are closed.



D. RIGHTS TO INVENTIONS.- 49 CFR PART 18

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor.

E. BREACH OF CONTRACT TERMS SANCTIONS - 49 CFR PART 18

Any violation or breach of the terms of this contract on the part of the Contractor or subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

F. DBE REQUIRED STATEMENTS - 49 CFR PART 26

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

DBE Obligation. The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

G. TRADE RESTRICTION CLAUSE - 49 CFR PART 30

The Contractor or subcontractor by submission of any offer and/or execution of a contract, certifies that:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Contractor shall provide immediate written notice to the Sponsor if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the contractor subject to prosecution under Title 18, United States Code, Section 1001.

H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,  
AND VOLUNTARY EXCLUSION - 49 CFR PART 29

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

I. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 515 VETERAN'S  
PREFERENCE

In the employment of labor (except in executive, administrative and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

J. TERMINATION OF CONTRACT - 49 CFR PART 18

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

K. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

L. ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

M. CLEAN AIR AND WATER POLLUTION CONTROL (REQUIRED FOR EQUIPMENT CONTRACTS EXCEEDING \$100,000)

Contractors and subcontractors agree:

a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

d. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

## CONTRACT

THIS AGREEMENT, made and executed this 6th day of June in the year Two Thousand and Fourteen, by and between the Nantucket Memorial Airport Commission, a Commission within the Town of Nantucket, County of Nantucket, in the Commonwealth of Massachusetts, being herein termed the OWNER, party of the first part, and KOBO Utility Construction Corp., herein after termed the CONTRACTOR, party of the second part;

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, (General Provisions pages GP-1 to GP-118), and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the following work to:

"Security Upgrades" AIP 3-25-0033-60-2014  
at the Nantucket Memorial Airport, Nantucket, Massachusetts.

herein after called the PROJECT, for the Contract Bid Price recorded in the PROPOSED SCHEDULE OF PRICES\*, and all extra work in connection therewith, under the terms as stated in the Performance, Labor and Material Bonds and the General Provisions; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said PROJECT in accordance with the conditions and prices stated in the Invitation to Bid, Instructions to Bidders, Bid Proposal, General Provisions and Documents, Contract Drawings, Specifications and Addenda; all of which are made a part hereof and collectively evidence and constitute the Contract.

THE CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" by the OWNER and to fully complete the project within 30 CALENDAR DAYS, consecutive thereafter; and the CONTRACTOR represents that he has informed himself fully in regard to all conditions pertaining to the place where the work is to be done and other circumstances affecting the work; and

That the OWNER shall pay (as may prove convenient under the OWNER'S system of monthly audit and payment of bills) and the CONTRACTOR shall receive as full compensation for fulfilling everything required of the CONTRACTOR under this Contract \$295,255.00 (full compensation for fulfilling everything required of the Contractor under the Bid Proposal).

Signed, sealed and delivered to the OWNER on the day and year first above written.

**NANTUCKET MEMORIAL AIRPORT COMMISSION**

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

Attested \_\_\_\_\_

By: Daniel W. Drake, Chairman

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

By: Arthur D. Gasbarro, Vice Chair

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

By: \_\_\_\_\_, Commissioner

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

By: Jeanette Topham, Commissioner

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

By: Sonny Raichlen, Commissioner

**TOWN OF NANTUCKET**

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

Attested \_\_\_\_\_

By: Town Finance Director

Contractor\*\*

By: Kobo Utility Construction Corp Attested Kevin O'Neil

KMD'weel Title CEO

(Print name and title of person from the Contractor's who is executing the contract)

\*\* Execute acknowledgment of the officer or agent of the officer or agent of the Contractor who signs this document. Use proper form on next page.

Approved as to Form

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

Attorney for the \_\_\_\_\_ of \_\_\_\_\_

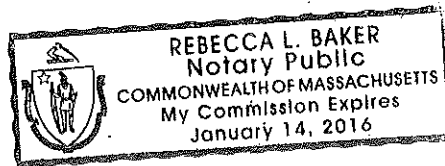


**ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION:**

State of Massachusetts )  
County of Barnstable ) SS:

On this 6th day of June, 2014, before me personally came and appeared Kevin O'Neil to me known, who, being by me duly sworn, did depose and say to me that he resides at 4 Victory Dr. Sandwich, MA, that he is the CEO of Kobo Utility Construction Corp the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by the order of the directors of said corporation, and that he signed his name thereto by like order.

(Seal) Rebecca L Baker  
Notary Public



**ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP:**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known and known to me to be done of the members of the firm of \_\_\_\_\_, described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(Seal)

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL:**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me personally came and appeared \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

(Seal)

\_\_\_\_\_  
Notary Public

**LABOR AND MATERIALS BOND**

KNOW ALL MEN BY THESE PRESENTS:

That, KOBO Utility Construction Corp., an individual, a partnership, a corporation organized under the laws of the Commonwealth of Massachusetts, having a usual place of business at 4 Victory Drive, P.O. Box 578, Sandwich, MA 02563, as Principal, and Travelers Casualty and Surety Company of America a corporation organized under the laws of the State of Connecticut which company is authorized to transact business of suretyship in the Commonwealth of Massachusetts and has a usual place of business in 350 Granite Street, Suite 1201 Braintree, MA 02184, Massachusetts, as Surety, are holden and stand firmly bound and obligated unto the Town of Nantucket acting through the Nantucket Memorial Airport Commission, as Obligee, in the sum of Two Hundred Ninety-five Thousand Two Hundred Fifty-five, lawful money of the United States of America, And No/100THS, (\$295,255.00), for payment of which, well and truly to be made, we hereby, jointly and severally, bind ourselves and each of us our heirs, executors, administrators, successors, and assigns by these presents.

WHEREAS, the said Principal has pursuant to a written proposal, accepted by the Nantucket Memorial Airport Commission entered into Contract with said Obligee, dated June 3rd, 2014, a copy of which Contract is attached hereto and by reference made a part hereof:

NOW, THEREFORE, THE CONDITION of this obligation is such that if said principal shall well and truly pay for all labor performed or furnished and materials used or employed therein, including lumber so employed which is not incorporated therein and is not wholly or necessarily consumed or made so worthless as to use its identity but only to the extent of its purchase price less its fair salvage value and including also any material specifically fabricated at the order of the contractor or subcontractor for use as a component part of said public work so as to be unsuitable for use elsewhere, even though such material has not been delivered and incorporated into the public work, but only to the extent of its purchase price less its fair salvage value and only to the extent that such specially fabricated material is in conformity with the Contract, Plans, and Specifications or any changes therein duly made; for payment of transportation charges, for materials used or employed therein which are consigned to the Contractor or a subcontractor who has direct contractual relationship with the Contractor; for payment by such Contractor and subcontractors of any sums due for the rental or hire of vehicles, steam shovels, rollers propelled by steam or other power, concrete mixers, tools and other appliances and equipment employed in such construction; for payment of transportation charges directly

related to such rental or hire; and for payment by such contractor and subcontractors of any sums due trustees or other persons authorized to collect such payments from the Contractor or subcontractors based upon the labor performed or furnished as aforesaid for health and welfare plans, supplementary unemployment benefit plans and other fringe benefits which are payable in cash and provided for in collective bargaining agreements between organized labor and the Contractor or subcontractors and provided that any such trustees or other persons authorized to collect such payments for health and welfare plans, supplementary unemployment benefit plans and other fringe benefits shall, subject to certain statutory provisions contained in Massachusetts General Laws, as amended, be entitled to the benefit of the security only in an amount based upon labor performed or furnished as aforesaid for a maximum of one hundred and twenty consecutive calendar days, this obligation shall be void; otherwise, it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no extension of time, or change in, alteration of, or addition to the terms of the Contract or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such extension of time, alteration of or addition to the terms of the Contract or to the Specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to this bond this  
3rd day of June, 2014.

WITNESS:

KOBO Utility Construction Corp. (SEAL)  
Name of Principal

K. McNeil

KEVIN ONEIL - CEO By: R. Baker

WITNESS:

Travelers Casualty and Surety Company of America (SEAL)  
Name of Surety

George G. Powers (SEAL)  
George G. Powers, Attorney-in-Fact

Power of Attorney for person signing for the Surety Company must be attached.

**LABOR AND MATERIALS BOND**  
**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, Kevin O'Neil, certify that I am the CEO of the corporation named as Principal in the within Bond; that Kevin O'Neil who signed the said Bond on behalf of the Principal was then CEO of said corporation; that I know his signature and his signature is genuine; and that said Bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

June 6, 2014.

Kevin O'Neil Corporate Seal

**LABOR AND MATERIALS BOND**  
**INDIVIDUAL CERTIFICATE**

State of \_\_\_\_\_ )  
 ) SS:  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared \_\_\_\_\_, known to me and known by me to be the person who executed the above instrument, who, being by me first sworn, did depose and say that he is the owner of the firm, \_\_\_\_\_; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in and for the County  
of \_\_\_\_\_, State  
of \_\_\_\_\_

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, KOBO Utility Construction Corp., an individual, a partnership, a corporation organized under the laws of the Commonwealth of Massachusetts, having a usual place of business at 4 Victory Drive, P.O. Box 578, Sandwich, MA 02563, as Principal, and Travelers Casualty and Surety Company of America a corporation organized under the laws of the State of Connecticut which company is authorized to transact business of suretyship in the Commonwealth of Massachusetts and has a usual place of business in 350 Granite Street, Suite 1201 Braintree, MA 02184, Massachusetts, as Surety, are holden and stand firmly bound and obligated unto the Town of Nantucket acting through the Nantucket Municipal Airport Commission, as Obligee, in the sum of Two Hundred Ninety-five Thousand Two Hundred Fifty-five And No/100THS, (\$295,255.00), lawful money of the United States of America, for payment of which, well and truly to be made, we hereby, jointly and severally, bind ourselves and each of us our heirs, executors, administrators, successors, and assigns by these presents.

WHEREAS, the said Principal has pursuant to a written proposal, accepted by the Nantucket Municipal Airport Commission, entered into Contract with said Obligee, dated June 3rd, 2014, a copy of which Contract is attached hereto and by reference made a part hereof:

NOW, THEREFORE, THE CONDITION of the obligation is such that, if the said Principal shall well and truly keep and perform all of the agreements, terms, and conditions of said contract on his part to be kept and performed or furnished, this obligation shall be void; otherwise, it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no extension of time, or change in, alteration of, or addition to the terms of the Contract or the Specifications accompanying the same in any way effect its obligations on this bond, and it does hereby waive notice of any such extension of time, alteration of, or addition to the terms of the Contract or to the Specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to this bond this

3rd day of June 2014.

WITNESS:

KOBO Utility Construction Corp. (SEAL)  
Name of Principal

K M O'Neil

KEVIN O'NEIL - CEO

By: R Baker

WITNESS:

Travelers Casualty and Surety Company of America (SEAL)  
Name of Surety

George G. Powers

George G. Powers, Attorney-in-Fact

Power of Attorney for person signing for the Surety Company must be attached.



**PERFORMANCE BOND  
CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, Kevin O'Neil, certify that I am the CEO of the corporation named as Principal in the within Bond; that Kevin O'Neil who signed the said Bond on behalf of the Principal was then CEO of said corporation; that I know his signature and his signature is genuine; and that said Bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

June 6, 2014.

K.M. O'Neil Corporate Seal

**PERFORMANCE BOND  
INDIVIDUAL CERTIFICATE**

State of \_\_\_\_\_ )

) SS:

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared \_\_\_\_\_, known to me and known by me to be the person who executed the above instrument, who, being by me first sworn, did depose and say that he is the owner of the firm, \_\_\_\_\_; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in and for the County

of \_\_\_\_\_, State

of \_\_\_\_\_



**NEC-AAAE 56<sup>th</sup> Annual Conference**  
**August 9<sup>th</sup> – 13<sup>th</sup>, 2014**

Online Registration – Visa, MasterCard, American Express

OR

Mail to: **2014 NEC-AAAE Conference**  
c/o ExpoTrac  
PO Box 1280  
Woonsocket, RI 02895

**Please make checks payable to: NEC-AAAE Annual Conference**

Changes and cancellations: [mikeb@expotracs.com](mailto:mikeb@expotracs.com) or fax: 401.765.6677

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**1. REGISTRATION INFORMATION** *(All fields marked with an \* must be completed.)*

\*Nickname for Badge: \_\_\_\_\_

\*First Name: \_\_\_\_\_ MI: \_\_\_\_ \*Last Name: \_\_\_\_\_

Certification (A.A.E., C.M., P.E.): \_\_\_\_\_

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

\*Company: \_\_\_\_\_

\*Address1: \_\_\_\_\_

Address2: \_\_\_\_\_

\*City: \_\_\_\_\_ \*State: \_\_\_\_\_

\*Zip/Postal Code: \_\_\_\_\_ Country (outside of U.S.): \_\_\_\_\_

\*Telephone (w/ext.): \_\_\_\_\_ Fax: \_\_\_\_\_

\*Email Address: \_\_\_\_\_

Are you a first time Attendee?      Yes                       No



Northeast Chapter / American Association Of Airport Executives  
**56th Annual Conference**

<a href="#">WELCOME</a>	<a href="#">PROGRAM</a>	<a href="#">TRAVEL/LODGING</a>	<a href="#">HOST/SPONSORS</a>	<a href="#">EXHIBITORS</a>	<a href="#">NEWS FLASH</a>
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**General Sessions**

*(Details coming soon)*

**General Session I - "Washington Update"**

*Moderator:* Moderator: Bill Vanecek, Director of Aviation -- Buffalo Niagara International Airport & Niagara Falls International Airport This session will encompass an FAA update on issues such as; re-authorization, policy and procedures as well as major programs such as NextGen.

**General Session II - "New Technologies and Innovations within the Aviation Industry"**

*Moderator:* Chad Nixon, McFarland Johnson  
*Speaker:* TBD - Converting Airfield Vehicles from Fossil Fuels to Electric Power- Cost/Feasibility/Savings  
*Speaker:* Rick Lucas - Automated Planning Model for Niagara Falls Airport  
*Speaker:* Mark Sapp - Airport IT solutions Large and Small

**General Session III - "12 Month Industry Trends/What to Expect in the Short-term"**

*Moderator:* TBD

**General Session IV - "Efficiencies in Running Airport Operations"**

*Moderator:* Bill Calhoun C.M., Duty Manager Pittsburgh International Airport  
*Speaker:* Darrin Luedke Vice President, Systems Atlanta *Speaker:* FAA Eastern Region, TBD

**General Session V - "Talent Management - from recruiting to selecting, training, developing, retaining, promoting, and moving employees through the organization. Training to include regulatory and HR requirements to stay compliant from both a legal and regulatory aspect."**

*Moderator:* TBD

**General Session VI - "Update on SMS rule making/Panel of Airport Pilot Program Participants/Implementation Strategies"**

*Moderator:* TBD  
*Speaker:* TBD

**Conference Schedule**

General Sessions

Agenda

Activities Program

Keynote Speaker

Event Registration



## General Information

This year's NAC offers speakers and panel topics that address the need of airport officials for strategies that work in today's aviation marketplace. Keynote speakers are Brad Tilden, CEO of Alaska Airlines, who will discuss air service development trends, and Eric Sprunk, Nike's COO, who will highlight ways to develop leaders within your organization. In addition, John Kinney, C.M., director of emergency management, Los Angeles World Airports, will give a presentation on last year's active shooter incident at Los Angeles Angeles International.

The NAC also will feature the popular small group discussion format, which allows participants to discuss and debate numerous technical and management topics in an informal setting. This interactive format is one of the NAC's most popular and productive features. The NAC will begin with a welcome reception on Sunday evening, September 28, and conclude on Tuesday, September 30, with a cash drawing! You must be present to win, so plan to stay! An optional tour of Portland International Airport will be offered on Wednesday morning, October 1. Space on the airport tour is limited, so don't wait to sign up. And, while you are in Portland, be sure to take advantage of additional educational opportunities by attending the AAAE Accreditation Final Interview Workshop and AAAE Essentials of Airport Business Management Workshop.

Plan to join your colleagues in Portland for this year's NAC to hear the latest information on issues that directly impact your airport and to network with your peers.





## General Information

On September 27-28, AAAE will again join forces with Airport Business Solutions to provide a comprehensive and thorough introduction to the business of airport management. This interactive workshop will focus on dealing with and managing non-airline related business functions at airports. **The Essentials of Airport Business Management Workshop** provides attendees with an overview of property and business management issues confronting airports of all sizes.

Management of any level at small, medium and large hub airports, as well as general aviation airport facilities, will find the workshop valuable. The workshop will help identify processes to make your airport more financially stable. If you work at an airport that has tenants, and/or you want to attract more (or better) tenants, you will definitely benefit from the interactive discussions. The workshop strive to help you become a more effective and creative manager to allow you to maximize the opportunities at your airport.

Everyday issues that airport managers face are covered in this two-day program. Attendees are actively encouraged to participate in order to find solutions to some of the daily challenges that airports face, as well as to understand management principles that will improve operations and prevent some of issues in the future.

### **The issues to be addressed include:**

- Airport business plans
- Leasing policies
- Rates and charges policies for non-airline interests
- Minimum standards
- Rules and regulations
- Market value and market rent
- Lease structures, negotiation and alternatives
- Appraisals and appraisers
- Comparing airports for benchmarking
- Financial self-sustainability
- FAA grants
- Alternative and creative revenue sources
- Corporate self-fueling
- FBO competition
- FBO management alternatives
- Reversionary clauses and other lease terms and conditions
- Lease adjustments
- "Through-the-fence" developments
- Preparing for special events

Whether you are new to airport management or an industry veteran, this hands-on and interactive workshop gives you the opportunity to explore creative and valuable tools that can be applied in the day-to-day management of your airport.

### **WHO SHOULD ATTEND?**

- Finance and Administration Personnel
- Operations Personnel
- Human Resources Personnel
- General Aviation Airport Management Staff
- Property Management Professionals
- Aviation Business Management
- Management of any level at Small, Medium or Large Hub Airports

**REGISTRATION DISCOUNT:**

Get more "bang for your buck" by registering for both this workshop and the [National Airports Conference \(NAC\)](#). By doing so, you will receive a **\$50 discount** on the total amount due. If you wish to take advantage of this discount, please use the NAC registration brochure or register online.

**AIRPORT COMMISSION SUB-COMMITTEES**

Effective 04/22/14 – 6/30/14

<b><u>LONG-RANGE PLANS/POLICY</u></b> Master Plans Building Projects Property Issues  <b><u>AIRFIELD POLICY / FACILITIES/MAINTENANCE</u></b> Operations Airfield Construction Aeronautical Policy Fuel General Aviation	Drake Gasbarro A. Planzer
<b><u>PERSONNEL</u></b>	Drake Topham
<b><u>NOISE/ENVIRONMENTAL/ENERGY</u></b>	Gasbarro N. Planzer
<b><u>SERVICE/ PUBLIC RELATIONS</u></b>	N. Planzer Topham

**Commission: 3 Year term to June 30<sup>th</sup>**

Arthur D. Gasbarro – 2014  
Neil Planzer – 2014  
Daniel W. Drake – 2015  
Andrea N. Planzer – 2015  
Jeanette D. Topham – 2016