

NANTUCKET MEMORIAL AIRPORT COMMISSION

August 12, 2014

Agenda

1. Review and Approve:
 - a. Agenda
 - b. 6/10/14 Minutes
 - c. 6/24/14 Minutes – *Pending*
 - d. 2/11/14 Executive Session Minutes
 - e. 5/27/14 Executive Session Minutes
 - f. Ratify 7/23/14 Warrant
 - g. Ratify 8/6/14 Warrant
2. Public Comment
3. Pending Leases/Contracts as Set Forth on Exhibit 1, which Exhibit is Herein Incorporated by Reference.
4. Pending Matters
 - a. **070913-1** TON Memorandum of Understanding (MOU) Update
 - b. **042214-2** Formerly Used Defense Site (FUDS) Status
 1. Review and discuss options on GJ Smith, Inc. parcel
5. Various Personnel Matters
 - a. Job/Salary Classification Plan Study Update
 - b. Ratify Changes to Non-Union Personnel Manual
6. **071514-1** FY14 Financial Update
7. **022613-2** Master Plan and Sustainability Program Update
 - a. MassDOT Grant Award \$22,341.81
8. GA/Administration Building Change Order Update
9. Manager's Report
 - a. Other Project Updates
 - b. Discussion of ID deposit complaint.
 - c. RFP/Bid Status
 - d. Operations Update
 - e. June Statistics
10. Sub-Committee
11. Commissioner's Comments
12. Public Comment
13. Executive Session – G.L. c.30A, §21
 - a. Review ES minutes of 8/28/12, 9/18/12, 12/4/12, 12/11/12, 2/26/13, 4/23/13, 5/28/13, 8/27/13, 9/10/13, 9/24/13, 10/8/13, 10/22/13, 11/12/13, 12/10/13, 1/14/14, 2/25/14, 3/11/14, 3/25/14, 4/22/14 and 6/24/14 for possible release; and 7/15/14 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 MEETING

June 10, 2014

The meeting was called to order at 5:00 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 1st 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, Lara Hanson, Operations Superintendent/FBO 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.

Ms. Topham made a **Motion** to approve the 5/6/14 Minutes. **Second** by Mr. Gasbarro and **Passed** unanimously.

Mr. Gasbarro made a **Motion** to approve the 5/13/14 Minutes. **Second** by Ms. Topham and **Passed** unanimously.

Mr. Gasbarro made a **Motion** to ratify the 6/4/14 Warrant. **Second** by Mr. Planzer and **Passed** unanimously.

Public Comment

None.

Pending Leases & Contracts

Mr. Rafter presented one pending lease and one pending contract:

- **Island Airlines, LLC**, a terminal lease for \$44,360 annual rental income, plus \$1,500 Annual Business Fee, plus landing and freight fees. **Motion** to approve made by Ms. Topham. **Second** by Planzer. During discussion Mr. Gasbarro noted Island Airlines signing of this document signifies their agreement to comply with Article 9 of the Lease: "Compliance with Airport Rules & Regulation Rules", which includes noise abatement procedures. Motion **Passed** unanimously.
- **Weston Solutions, Inc.**, a contract amendment to increase the amount of their services by \$16,752.32 for soil testing on the stockpile of dirt removed from Bunker Road where the unexploded ordnance was discovered. Mr. Planzer made a **Motion** to approve. **Second** by Ms. Topham and **Passed** unanimously.

Mr. Rafter noted no action was required on the pending contract with World Fuel, explaining Town Counsel is still assisting in finalizing the document.

Pending Matters

070913-1 TON Memorandum of Understanding (MOU) Update – Mr. Rafter reported on a discussion with the Procurement Officer revealed one issue remains on finalizing the Town’s new Procurement Policy. The pre-contract spending limit of \$10K may be Town wide as opposed to per Town department. Town Administration is seeking Town Counsel’s advice on the interpretation of the Statute, the outcome of which may have significant impact to the Airport. Mr. Drake added he has asked Mr. Rafter to discuss with Counsel the fact that the Airport, under Chapter 90, falls under the prevue of the Airport Commission, not the Board of Selectman, and may not fall under the same umbrella of the Procurement Law.

042214-2 Formerly Used Defense Site – Mr. Rafter reported the Airport is still waiting for the formal letter from the Army Corps of Engineers on whether activity beyond the formal MRS site is feasible without jeopardizing remediation responsibility and funding.

061014-1 Discussion of Noise Abatement Program – Mr. Rafter reported an internal meeting has determined the need to review the overall Noise Abatement Program (Program). Mr. Karberg has been organizing several documents and will be drafting a new plan to discuss with the Environmental Sub-Committee prior to presentation to the full Commission.

Mr. Drake introduced Mr. Lee Dunn, a Middlebrook Road resident, who wrote the email included in the meeting packet regarding Island Airlines Caravan. Mr. Dunn expressed his concern over the increased use of crossing over the Island by the Caravan creating constant airplane noise. Mr. Dunn noted his understanding that the Program is voluntary, but asked what the present Commission’s position is on the Program.

Discussion moved to the single engine exemption in the current Program as one issue in need of reviewing, as well as improving the tracking system. The Commission assured Mr. Dunn noise is a concern of the Commission and review of the Program will be a priority.

Mr. Gasbarro read the following sentence from the Lease Agreement used for the airlines, noting Island Airlines just signed a renewal lease, therefore acknowledging: “It is further understood that all lessees conducting commercial airlines operations, or general aviation operations, at the Nantucket Memorial Airport are required to comply with those (noise abatement) flight procedures as a condition of their tenancy.”

Mr. Rafter suggests amending the agreement by adding the words, “as amended from time to time” after “those flight procedures” to the sentence read aloud by Mr. Gasbarro. After brief discussion, Mr. Gasbarro made a **Motion** to amend the approval of the **Island Airlines** lease to incorporate Mr. Rafter’s suggestion to Article 9 of the lease agreements as well as any other instance in the agreement where the same terminology may apply. **Second** by Ms. Topham and **Passed** Unanimously.

Mr. Dunn asked to be notified when the Environmental Sub-Committee meets.

061014-2 MassDOT Subordination, Non-Disturbance and Attornment Agreement (SNDA) – Mr. Rafter explained MassDOT, as holder of a Mortgage on the Airport, requires it be a signatory to the SNDA to complete the transaction of the sale of the Ocean Wings hangar to Emily Air LLC, which the Commission approved at its March 25, 2014 meeting. Mr. Gasbarro made a **Motion** to approve signing the SNDA. **Second** by Ms. Topham. During discussion, Mr. Gasbarro noted the detailed plan depicting the lease parcel and said he hoped to see such plans on all further leases. The Motion **Passed** unanimously.

Accept FAA Grant Awards

061014-3 Security Enhancements – **Motion** by Ms. Topham to accept the Security Enhancements FAA Grant award in the amount of \$349,200. **Second** by Ms. Planzer and **Passed** unanimously.

061014-4 Aircraft Rescue Fire Fighting Vehicle – Mr. Rafter noted anticipating the FAA Grant award in the amount of \$573,750 for the purchase of a new ARFF vehicle; but the notification was not received before the meeting. The Commission chose to wait until notification is received before approving.

Finance – FY14 Budget Update – Mr. Rafter presented a handout of FY 14 period 11 noting the numbers were obtained through the MUNIS system and do not include encumbrances. Total Revenue including the Fuel and Operating Revenue is \$11,334,814. Total Expense including Salary & Wage, Fuel and Operating Expense is \$11,018,494 indicating a profit of \$316,320. Mr. Rafter added the Revenue figure include a Town subsidy of \$304,598 noting if that is removed, a slight profit of \$11,722 remains.

Discussion moved to the Fuel Revolver and how to utilize the remaining expense amount under the cap. Last fiscal year's amount left was \$280K and through an Annual Town Meeting (ATM) vote, were allowed to transfer a portion to Retained Earnings. The Commission will need to decide if a transfer should be considered for next ATM. Mr. Drake added the Commission will also need to decide to continue using the Fuel Revolver or petition to alter the process.

022613-2 Master Plan & Sustainability Program – Mr. Rafter reported meeting with Mr. Richardson of Jacobs to discuss outcomes of past Advisory Group Meetings as well as review a rough draft of the Airport Layout Plan (ALP). Mr. Rafter instructed Jacobs to indicate on the draft ALP the alternatives discussed either internally or through the Advisory Group, to present to the Commission at a future workshop for Commission input on the final draft.

Mr. Drake reported communicating with Mr. Richardson via email, asking for in writing and receiving a statement from Jacobs that they stand by their traffic numbers used to develop the forecasts. Mr. Drake's email also took issue with the fact that the enplanement forecasts were presented to the FAA without being presented first to the Commission.

Discussion moved to the overall dissatisfaction with Jacobs' performance through the entire Master Plan process. In addition to the aviation forecasts, poor communication with the Advisory Group and Commission, incomplete progress reports and concern over remaining contract balance vs. performance were mentioned. Mr. Rafter noted reporting to Jacobs' the dissatisfaction with the Master Plan process several months ago and will follow up with Jacobs Management.

Manager's Report

Project Updates – Mr. Rafter reported:

- The FAA approved the Passenger Facility Charge (PFC) application at \$4.50. Letters were sent to the airlines and collections will begin July 1st.
- A pay requisition for the GA building was received. We are sorting through the punch list items and will meet with the architect next week to review.
- The design charrette for the ATCT is scheduled for June 11th and 12th.

Operations – Mr. Rafter reported:

- Delta Airlines began service last week with possible three flights per day.
- The Airport received an Innovative Transportation Solutions award from the Women in Transportation group for the Carbon Neutral project. Additionally, the Governor will attend an event at the end of the month to kick-off the next phase of the project.

- Transportation Secretary Davey along with MassDOT – Aeronautics visit last week was cancelled due to weather.
- Logistics are being reviewed for an MD83 air charter scheduled for June 26th – 29th
- The Town’s new Finance Director, Brian Turbitt is scheduled to begin June 24th.
- The FAA Part 139 Inspection took place last week and went extremely well. No Letters of Correction were issued. The inspector commented that the Staff was impressive. Recommendations from the FAA will be forthcoming.
- 35 applications have been received for the Administrative Assistant position. They are being processed and interviews should start by this Friday.
- Mr. Rafter will be unable to attend the next Commission Meeting.

Sub-Committee Reports

Mr. Gasbarro noted the Environmental Sub-Committee meeting will be scheduled in the near future.

Mr. Drake remarked the Personnel Sub-Committee needs to meet very soon to review the non-union personnel handbook noting one section pertaining to Fair Labor Standards issues need to be addressed immediately, but the handbook as a whole needs to be reviewed as well.

Commissioner’s Comments

Mr. Gasbarro asked if Mr. Rafter was attending the Capital Program Committee meeting. Mr. Rafter responded he has a conflict but did review the material which was mostly the projected debt service.

Mr. Drake reported he emailed the Town Manager asking what non-union salary increases for FY15 were Town personnel and asked this subject be on the next Commission Agenda.

Public Comment

None.

Having no further business, Ms. Planzer made a **Motion** to adjourn. **Second** by Ms. Topham and **Passed** unanimously.

Meeting adjourned at 6:20 pm.

Respectfully submitted,

Janine M. Torres Recorder

- Master List of Documents Used
 6/10/14 Agenda including Exhibit 1
 5/6/14 Minutes
 5/13/14 Minutes (Handout)
 6/2/14 Minutes
 6/4/14 Warrant Commission Approval Sheet
 Island Airlines, LLC 2014 Lease Agreement
 Weston Solutions Inc Contract Amendment
 6/9/14 Lee Dunn Email to Drake Subject: Island Air Caravan on old water tower route (Handout)
 John Johnson Letter dated 6/9/14
 MassDOT Subordination, Non-Disturbance & Attornment Agreement re Emily Air LLC
 FAA Grant Agreement AIP #60
 6/3/14 Drake email to Richardson subject: ACK Master Plan traffic forecast (Handout)
 FY14 Period 11 Report (Handout)

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

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



Commissioners
Daniel W. Drake, Chairman
Arthur D. Gasbarro, Vice Chair
David C. Gray, Sr.
Sonny Raichlen
Jeanette Topham

AIRPORT COMMISSION MEETING
Executive Session
FEBRUARY 11, 2014

Executive Session took place at 5:42 p.m. after a roll-call vote in Open Session.

Present: Chairman Daniel W. Drake, Vice Chair Arthur D. Gasbarro (by telephone from a remote location), and Andrea Planzer.

Absent: David C. Gray, Sr., Jeanette Topham.

Also present for the Executive Session at the invitation of the Chair was Thomas M. Rafter, Airport Manager.

The meeting took place in the 1st Floor Community Meeting Room at the Public Safety Facility, 4 Fairgrounds Rd.

Mr. Gasbarro stated that there was no one present with him in the room.

Pursuant to the agenda, the purpose of the Executive Session was to review minutes of Executive Session 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 and 1/14/14 for possible release. Mr. Drake stated that all the minutes related to pending matters. No action was taken.

At 5:51 PM, the Commission M/S/P by the following vote to adjourn Executive Session.

Chairman Drake – Aye
Vice Chair Gasbarro – Aye
Mrs. Planzer. – Aye

Respectfully submitted,



Daniel W. Drake, Recorder

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

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



Commissioners
Daniel W. Drake, Chairman
Arthur D. Gasbarro, Vice Chair
David C. Gray, Sr.
Sonny Raichlen
Jeanette Topham

AIRPORT COMMISSION MEETING
Executive Session
MAY 27, 2014

Executive Session convened at 6:05p.m. after a roll-call vote in Open Session.

Present: Chairman Daniel W. Drake, Vice Chair Arthur D. Gasbarro (location), Andrea Planzer, Neil Planzer and Jeanette Topham

Also present for the Executive Session at the invitation of the Chair was Thomas M. Rafter, Airport Manager.

The meeting took place in the 1st Floor Community Meeting Room at the Public Safety Facility, 4 Fairgrounds Rd.

Pursuant to the agenda, the purpose of the Executive Session was to review minutes of Executive Session minutes 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 for review and possible release

Mr. Drake stated that all the minutes except for 2/11/14 related to pending matters. No action was taken.

At 6:10 PM, the Commission M/S/P by the following vote to adjourn from Executive Session.

Chairman Drake – Aye
Vice Chair Gasbarro – Aye
Andrea Planzer. – Aye
Neil Planzer – Aye
Jeanette Topham - Aye

Respectfully submitted,


Daniel W. Drake, Recorder


Warrant 07/23/2014

Please Sign and Date

 7/15/14
Daniel Drake

 7/19/14
Arthur Gasbarro

 7/16/14
Andrea Planzer


Jeanette Topham

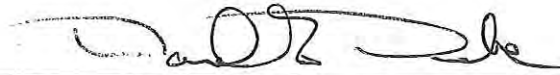
~~Anthony G. Bonicore~~

Batch# <u>1896</u>	Total <u>14,843.88</u>	Batch Date <u>7/10/14</u>	Initial <u>JD JG AP AG</u>
Batch# <u>1901</u>	Total <u>1,115,278.84</u>	Batch Date <u>7/13/14</u>	Initial <u>JD JG AP AG</u>
Batch# <u>1902</u>	Total <u>19,204.57</u>	Batch Date <u>7/13/14</u>	Initial <u>JD JG AP AG</u>
Batch# <u>1903</u>	Total <u>12,904.21</u>	Batch Date <u>7/13/14</u>	Initial <u>JD JG AP AG</u>
Batch# <u>1904</u>	Total <u>347,122.59</u>	Batch Date <u>7/13/14</u>	Initial <u>JD JG AP AG</u>
Batch# <u>1915</u>	Total <u>83,561.23</u>	Batch Date <u>7/14/14</u>	Initial <u>JD JG AP AG</u>
Batch# <u>1919</u>	Total <u>194,044.90</u>	Batch Date <u>7/14/14</u>	Initial <u>JD JG AP AG</u>
Batch# <u>1930</u>	Total <u>5,148.56</u>	Batch Date <u>7/15/14</u>	Initial <u>JD JG AP AG</u>
Batch# <u>1950</u>	Total <u>318.00</u>	Batch Date <u>7/17/14</u>	Initial <u>JD JG AP AG *</u>

* per e-mail

Warrant 08/06/2014

Please Sign and Date



7/29/14

Daniel Drake



7/31/14

Arthur Gasbarro

See Attached

Andrea Planzer



7/29/14

Jeanette Topham

Batch#	Total	Batch Date	Initial
2002	\$17,055.00	7/22/14	DD JDT AB
2005	\$19,071.07	7/23/14	DD JDT AB
2006	\$441,389.75	7/23/14	DD JDT AB
2007	\$23,212.85	7/23/14	DD JDT AB
2010	\$17,743.36	7/23/14	DD JDT AB
2021	36,614.52	7/28/14	DD JDT AB
2018	52,408	7/31/14	DD AP *
_____	_____	_____	_____
_____	_____	_____	_____

Merchant's Bonding Co →

* per e-mail

EXHIBIT 1
PENDING LEASES/CONTRACTS/AGREEMENTS
August 12, 2014

Type of Agreement/Description	With	Amount	Other Information	Source of Funding
License Agreement	RTT Concierge	(\$1,500)	Driving Privilges on GA Ramp	Business Fee Income
Lease Agreement	Air Wisconsin Airlines DBA US Airways Express	(\$11,000)	Season Airline Agreement	Rental Income
			Plus \$1,500 business fee	
			Plus Landing Fees	
Contract	Sherrill Tree Inc	\$14,426	Purchase of Skid Mounted Sprayer	Capital
Contract Amendment	Kevin Conrad Heating & Cooling	N/A	Extend expiration date by 1 month	Operating Budget
			Gift Shop A/C work completed past expiration date	
Other Transactional Agreement Amendment #2	FAA	\$4,795,000	Increase of funding for ATCT by \$420K	Reimbursable Agreement

Pending as of Meeting Posting Date

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 RTT Concierge, with its principal address at 3 Hussey Street, Nantucket, MA 02554.

A. The Licensor is the owner of record of a certain parcel of land located at 14 Airport Road Nantucket Massachusetts, (hereafter referred to as the "Land"). The Land is held for Airport purposes, and is now occupied.

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 July 24, 2014, and shall terminate on December 31, 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 transportation services upon the land, including any additional activities as approved in writing by the Airport Commission. Vehicles must be escorted within the secured fenced area.

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 \$1,500.00 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.

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. 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.

9. 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.

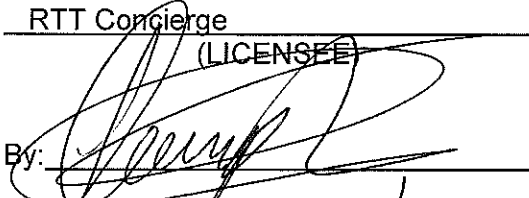
h. The Licensee for themselves, their personal representatives, successors in interest, and assigns as a part of the consideration hereof, do hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, handicap, or national origin shall be excluded 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 HEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument the day and year first written above.

RTT Concierge
(LICENSEE)
By: 
Date: 24/07/14

Nantucket Memorial Airport Commission
(LICENSOR)
By: _____

NANTUCKET MEMORIAL AIRPORT COMMISSION

LEASE AGREEMENT

LESSEE NAME: Air Wisconsin Airlines Corporation
Db: US Airways Express

ADDRESS: Attn: Timothy Thatcher
5211 Eastview Street
Cheyenne, WY 82001

PHONE: 307-632-8334

SPACE: (counter, office, etc.) Ramp

INTENDED USE: Seasonal Airline

LOCATION: Terminal

SIZE: (SQ.FT.) *Office space under
separate Agreement

ANNUAL FEES: \$1,500.00

RENT (Seasonal Fee): \$11,000 PLUS
(\$2,750 p/m (4 Mo. Minimum))

MONTHLY: Landing Fees
(\$2.75 per 1000#, GTOW)

AMOUNT IN LIEU OF TAXES: None

SECURITY DEPOSIT: \$10,000 (Cash Only)

STARTING DATE: 6/1/2014

ENDING DATE: 9/30/2014

This Lease Agreement, made this _____ day of _____, 2014, by and between the Town of Nantucket acting by and through the Nantucket Memorial Airport Commission, a commission established, pursuant to the powers contained in G.L. c.90, Section 51E, having an address of Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 hereinafter called "LESSOR" and Air Wisconsin Airlines Corporation "LESSEE", named above hereinafter called "LESSEE".

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

1. **PREMISES:** LESSOR agrees to lease to LESSEE the above space (the "space" or "Premises") at LESSOR's facility known as Nantucket Memorial Airport (the "Airport"), all on the terms and subject to the conditions of this Agreement. Notwithstanding anything to the contrary in this Lease, the Premises are hereby leased in an "as is" condition without any representations or warranties whatsoever, express or implied.

2. **TERM:** The initial term of this Agreement shall be for a minimum period of four (4) months, commencing on the starting date above, automatically renewable without notice, up to a total of 12 months, provided LESSEE is not in default. Either party shall give thirty (30) days written notice of its or their intent not to renew the monthly term. If after the termination of this Lease, LESSEE shall be deemed to be a tenant from day to day at a daily fee for use and occupancy as may be established by LESSOR, subject to the terms of this Lease.

3. RENT: LESSEE shall pay LESSOR its rent annually, or monthly, the sum of \$11,000.00 in advance of the first day of the term. Payment shall be made at LESSOR's office located at the Airport. LESSEE shall also be responsible for Airport fees determined annually by LESSOR. The amount of rent may be changed by the LESSOR upon thirty (30) days written notice to the LESSEE prior to the commencement of the term or any renewal term. In addition to the rent, the LESSEE shall also pay a monthly fee and an amount in lieu of taxes apportioned on a monthly basis, as set forth above.

4. PERMITTED USE OF PREMISES: The Premises shall be used and occupied by LESSEE solely for its intended use or uses as stated above, and may not be used for any other purpose. No commercial activity of any kind whatsoever shall be conducted by LESSEE in, from, or around the Premises without the prior written consent of the LESSOR. In utilizing the Premises, LESSEE agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the LESSOR. For additional terms of lease, see "Addendum" (if any) attached hereto and made a part hereof.

5. MAINTENANCE AND USE OF PREMISES: The Lessee shall at its own cost and expense agree:

(a) To furnish, install and maintain in the Premises equipment and fixtures necessary for carrying on the purpose as hereinabove described, together with electrical rearrangements, decorating and other work, all at LESSEE's sole cost and expense, and all subject to the prior approval of the Board of Commissioners of the Nantucket Memorial Airport or such Commissioners acting through the Airport Manager of the Nantucket Memorial Airport (the "Airport Commissioners") who may require that said fixtures and equipment be of the same design and appearance as other lessees.

(b) Not to exhibit any sign or advertisements in or about the Premises without the prior approval of the Airport Commissioners.

(c) To keep its furniture, equipment and fixtures and the areas immediately adjoining the Premises in a clean, safe, and sanitary condition, providing proper waste receptacles, and any other service which is necessary to keep the Premises and the improvements free of any condition that may pose a threat or risk of damage or injury to person or property. LESSOR shall have the right, without any obligation to do so, to enter upon the Premises and put them in a clean and sanitary condition in the event that LESSEE fails to do so within twenty-four (24) hours after notice of such condition. In the event the LESSEE fails to comply with any such notice and LESSOR acts to clean the Premises, LESSEE shall reimburse the LESSOR for all cost and expense incurred by the LESSOR to clean the Premises.

(d) To remedy promptly any condition or discontinue any practice to which the Airport Commissioners may reasonably object.

6. ALTERATIONS; ADDITIONS: The LESSEE shall not make structural alterations or additions to the Premises or non-structural alterations without the LESSOR's consent thereto in writing. All such allowed alterations shall be at LESSEE's sole cost and expense and shall be completed in a good and workmanlike quality and in a condition at least equal to the present construction. All local state and federal permits for renovations are to be provided to the LESSOR for the files. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any

character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. At the termination of occupancy, as provided herein, any alterations or improvements made by the LESSEE shall become the property of the LESSOR, at the discretion of the LESSOR.

7. UTILITIES: LESSEE shall have all telephone and other services used by it, in its own name, where practicable and shall pay the bills therefor. LESSEE is also required to be connected into the Airport paging system through the Airport's contractor. The LESSOR agrees to provide all other utility service and to furnish heat, air condition, if applicable to the space, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control. LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSOR's sole obligation, provided that such installation shall be at the LESSEE's expense and, shall be subject to the written consent of the LESSOR.

8. LESSOR RIGHTS RESERVED: LESSOR reserves for itself the following rights, which LESSEE agrees to observe, and LESSEE agrees that the same may be exercised by LESSOR and that any such exercise of said rights shall not be deemed to effect an eviction or to render LESSOR liable for damages by abatement of rent or otherwise to relieve LESSEE 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 LESSEE agrees to comply; and

(b) To enter upon Premises and facilities of the LESSEE any reasonable time 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 LESSOR. LESSOR in such case is to use its best efforts to avoid disruption of LESSEE's operation.

No compensation or claim will be allowed or paid by the LESSOR, by reason of inconvenience, annoyance or injury to business, arising from the necessity of repairing, altering, or developing any portion of the Airport.

9. COMPLIANCE WITH AIRPORT AND REGULATORY RULES: LESSEE shall observe and obey all laws and rules and regulations of Airport, any Airport standards of operation and procedures, if any, as adopted by the LESSOR, including but not limited to applicable rules or regulations of the Federal Aviation Authority (FAA) or any other state or federal regulatory agency having jurisdiction. The Airport Commissioners of Nantucket Memorial Airport shall furnish LESSEE with a copy of the Airport rules and/or standards, and it shall be the responsibility of the LESSEE to be familiar with those and any other applicable rules and regulations. LESSEE, its members or visitors, shall comply with all provisions of said procedures.

In amplification of Article Nine, above, Compliance with Airport and Regulatory Rules, LESSEE acknowledges the existence of a body of procedures for the abatement of noise caused by aircraft which have been adopted by the Airport and community as of December 1, 1987, as part of a study performed under Part 150 of the Federal Air Regulations. It is further understood that all lessees conducting commercial airlines operations, or general aviation operations, at the Nantucket Memorial Airport are required to comply with those flight procedures, as amended from time to time, as a condition of their tenancy. Each lessee must satisfy the Nantucket Memorial Airport of their continuing compliance no more seldom than once each year prior to lease renewal and at any time that the Airport Commission has reason to believe that non-compliance has occurred. A finding after hearing that the LESSEE has failed to comply with such flight procedures shall be deemed to be sufficient cause for non-renewal or cancellation of LESSEE's lease.

LESSEE will recognize the importance of federal funding to the Airport under the Airport Improvement Program (or other future program) and will submit to the DOT (whether required by the DOT or not) Form Number 1800-31 on a timely basis with a copy to the Airport Manager's office. This report is for reporting enplanements, from which our Airport receives its federal funding for capital improvement projects. Also, monthly enplanement numbers shall be supplied to the Airport Manager's office within 15 days after the month being reported.

10. HAZARDOUS MATERIALS. Except for common office or household cleaning products used in accordance with manufacturer's instructions and all applicable governmental laws, regulations and requirements, LESSEE shall not use, handle, store or dispose of any Hazardous Waste, Hazardous Material, Oil or radiomactive material, as such terms are used or defined in Section 2 of Chapter 21C, Section 2 of Chapter 21D, and Section 2 of Chapter 21E of the General Laws of Massachusetts, and the regulations promulgated thereunder, as such laws and regulations may be amended from time to time (collectively "Hazardous Materials") in, under, on or about the Premises except for such storage and use consented to by LESSOR in advance in writing, which consent may be withheld in LESSOR'S sole and absolute discretion. Any Hazardous Materials on the Premises, and all containers therefore, shall be used, kept, stored and disposed of in conformity with all applicable laws, ordinances, codes, rules, regulations and orders of governmental authorities. Any violation of said laws, rules or regulations shall be deemed a material breach of this Lease for which LESSOR may terminate this Lease without penalty. LESSEE shall (i) notify LESSOR immediately of any release or threat of release of any Hazardous Material on or from the Premises and any loss or damage or claim of loss or damage resulting therefrom, (ii) be solely responsible for remediating all contamination in compliance with all applicable statutes, regulations and standards, at LESSEE'S sole cost and expense, and in addition to any other rights and remedies available to LESSOR, (iii) indemnify, defend and hold LESSOR harmless from and against all liability, loss, damage, costs and expenses (including without limitation, reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of any nature in any way suffered, incurred or paid as a result of the presence or release or threatened release of Hazardous Materials on or from the Premises which is caused or exacerbated by LESSEE, its agents, employees, contractors, representatives, licensees, or invitees. LESSEE hereby acknowledges and agrees that LESSOR shall have no responsibility to LESSEE, its agents, employees, representatives, permittee and invitees, for the presence of such Hazardous Materials on the Premises or be required to abate or remediate the same. This provision shall survive the expiration or termination of this Lease.

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

ADDITIONAL INSURED:

All certificates will indicate the "**Town of Nantucket/Nantucket Memorial Airport (LESSOR)**" as an **additional insured**, under liability coverages, but only as respects operations of the Named Insured as their interests may appear.

INDEMNIFICATION: LESSEE shall defend, indemnify and hold harmless, the LESSOR, its Commissioners, officers, agents and employees, from and against any and all claims, expenses or liabilities of whatever nature from any suits, claims and demands (including without limitation reasonable attorney's fees and experts' fees), (a) arising directly or indirectly from the failure of the LESSEE or LESSEE'S contractors, agents, employees or invitees to comply with the terms of this Lease or with any applicable laws, codes, bylaws, rules, orders, regulations or lawful direction now or hereafter in force of any public authority, and (b) arising directly or indirectly from any accident, injury or damage, however, caused to any person or property, on or about the Premises where such accident, injury, or damage results, or is claimed to have resulted, from any act, omission or negligence on the part of the LESSEE or LESSEE's contractors, license, agents, employees or customers, or anyone claiming by or through the LESSEE.

LIABILITY INSURANCE: The LESSEE shall maintain, in full force from the date of commencement of the Lease throughout the Term and thereafter so long as LESSEE is in occupancy of the Premises with respect to the Premises and the property of which the Premises are a part, comprehensive public liability insurance, in the amount of \$3,000,000, for each occurrence with property damage insurance in limits of \$1,000,000, for each occurrence. The policy shall be written with responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

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

WORKER'S COMPENSATION INSURANCE: The LESSEE and any of its contractors shall maintain and keep in force Workers' Compensation Insurance, which is recognized by the Commonwealth of Massachusetts, and shall deliver to the LESSOR copies of certificate of insurance naming the LESSOR as an additional insured. Without limiting LESSOR's other rights under any

other provisions of this Lease, if LESSEE shall fail to keep the Premises insured as provided herein, and if such failure shall continue for a period of ten (10) days following written notice by LESSOR to LESSEE thereof, then LESSOR, without further notice to LESSEE, may take out and pay for such insurance, and the amount of such payment shall become due and payable as Additional Rent on demand.

12. DEFAULT AND BANKRUPTCY: If at any time subsequent to the date of this Lease any of the following events shall occur, LESSEE shall be in default under the terms and provision of this Lease:

- (a) The failure of LESSEE to make payment of any installment of rent or other sum therein specified and such default shall continue for ten (10) days after written notice thereof; or
- (b) The failure of the LESSEE to observe or perform any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or if such failure is of such a nature that LESSEE cannot reasonably remedy the same within such thirty (30) day period, LESSEE shall fail to commence promptly (and in any event within such thirty (30) day period) to remedy the same and to prosecute such remedy to completion with diligence and continuity, or
- (c) The filing by LESSEE of a voluntary petition or the filing against LESSEE of an involuntary petition in bankruptcy or insolvency or adjudication of bankruptcy or insolvency of LESSEE, or the filing by LESSEE of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future applicable federal, or state law, or the assignment by LESSEE for the benefit of creditors, or appointment of a Trustee, receiver, or liquidation of all or any part of the assets of LESSEE, and within sixty (60) days after the commencement of any such proceeding against LESSEE, such proceeding shall not have been dismissed, or if within ninety (90) days after the appointment of any such trustee, receiver or liquidator of LESSEE or of all or any part of LESSEE's property, without the acquiescence of LESSEE, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against LESSEE or any of LESSEE's property pursuant to which the Premises shall be taken or occupied or attempted to be taken or occupied. Then in any such case, LESSOR may terminate this Lease by written notice to LESSEE specifying a date not less than five (5) days after the giving of such notice on which this Lease shall terminate, and LESSEE shall then quit and surrender the Premises to LESSOR, but LESSEE shall remain liable as hereinafter provided.

If LESSEE defaults under the terms of this Lease as defined above, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the term of this Lease ended, and remove the LESSEES's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith,

including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

13. SURRENDER: The LESSEE shall at the expiration or other termination of this Lease peaceably and quietly leave, surrender and yield to the Premises and all other improvements thereon in good order, repair and condition ordinary wear and tear excepted and remove all LESSEE's goods and effects from the Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Premises). LESSEE shall deliver to the LESSOR the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the Premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same.

14. TITLE SIX ASSURANCES – NONDISCRIMINATION:

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

That in the event of a breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate this Lease and to re-enter and repossess the Premises, and hold the same as if said Lease had never been made or issued.

(b) The LESSEE for itself, its personal representatives, successors in interest, and assigns, as apart of the consideration hereof, does hereby covenant and agree as a covenant running with the land that

(1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of

Transportation – Effectuation of Title of the Civil Rights Act of 1964 and as said Regulations may be amended.

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

15. GENERAL PROVISIONS:

- (a) Subordination of Lease. This Lease shall be subordinated to the provisions of:
- (1) any existing or future agreement between LESSOR and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or improvement of the Airport; and
 - (2) any pledge, transfer, hypothecation or assignment made at any time by the LESSOR to secure bonds or other financing.
- (b) Compliance by Other Lessees. LESSOR shall, whenever possible, make reasonable efforts to obtain, uniform compliance with its rules and regulations; however, LESSOR shall not be liable to LESSEE for any violation or non-observance of such rules and regulations by any tenant, concessionaire or LESSEE at the Airport.
- (c) Independent Contractor. It is agreed that LESSEE is an independent contractor hereunder and not an agent or employee of LESSOR with respect to its acts or omissions.
- (d) Sublease; Successors and Assigns. LESSEE shall have no right to sublease the Premises or assign this Agreement without the prior written approval of LESSOR. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the respective parties hereto.
- (e) Notices. All notices required to be given to LESSOR or LESSEE shall be in writing and shall be given personally or sent by certified mail, return receipt requested, addressed to such party at its latest address of record. Notices to LESSOR shall be addressed to Airport Commissioners, Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 and notices to LESSEE addressed to its address on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.
- (f) Governing Law. This Lease is read and construed in accordance with the laws of the Commonwealth of Massachusetts except where State law shall be preempted by any rules, laws or regulations of the government of the United States of America. The parties hereto agree that any court of proper jurisdiction sitting in Nantucket County, Massachusetts, shall be the proper forum for any actions brought hereunder.

(g) Entire Agreement; Amendment Interpretation. This Agreement with attachments mentioned constitutes the entire agreement between the parties superseding all prior or contemporaneous understandings. No amendment, modification, or alteration of the terms of the Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto, No waiver of default by either party of any of the terms, covenants, and conditions herein to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party. If one or more clauses, sections, or provisions of this lease shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the lease shall not be affected thereby. The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provisions of this Lease.

Signature Page to Follow

NOTICE TO LESSEE:

DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ THE AGREEMENT SET FORTH ABOVE. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AND SHOULD KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

LESSEE, BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

Lessee: Air Wisconsin Airlines Corporation

Lessor: Nantucket Memorial Airport Commission

By: 
Vince Portaro

By: _____
Chairman


Title



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

Project Name: Supply and Install Air Conditioning to Airport Terminal Gift Shop
Nantucket Memorial Airport

Amendment Number: One

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

WHEREAS, on or about the 27th of May, 2014, the parties hereto entered in a written contract, copies of which are hereby incorporated by reference; and

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

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

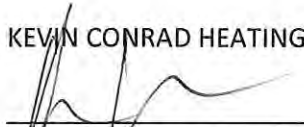
Amend Article 2. - Termination Date from July 1, 2014 to August 31, 2014.

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

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

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

KEVIN CONRAD HEATING & COOLING, INC



Kevin Conrad, President

TOWN OF NANTUCKET/NANTUCKET MEMORIAL AIRPORT:

Daniel W. Drake, Chairman

SUPPLEMENTAL AGREEMENT NO. 2

TO THE

OTHER TRANSACTION AGREEMENT (OTA)

BETWEEN THE

FEDERAL AVIATION ADMINISTRATION (FAA)

AND

NANTUCKET MEMORIAL AIRPORT COMMISSION (Authority)

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

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

Whereas, Supplemental Agreement No. 1 entered into by FAA and the Authority on February 3, 2014, changed the scope of the ATCT project to the modernization of the existing ATCT; and

Whereas, as a result of the change in the scope of the ATCT project, issues were raised with respect to the total amount of funds FAA would disburse to the Authority; and

Whereas, the Parties have agreed to enter into this Supplemental Agreement No. 2 in order to clarify the maximum total funding amount that FAA would disburse to the Authority to complete the ATCT modernization project.

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

ARTICLE 9. FUNDING AND PAYMENTS is amended as follows.

Original OTA Limitation of Funds	9/12/2008	\$2,945,000
Disbursed to Authority	1/13/2009	<u>-\$420,000</u>
Total Remaining		\$2,525,000
Additional Congressional Funding	9/22/2010	\$1,700,000
Additional Congressional Funding	9/22/2010	<u>\$150,000</u>
Total outstanding FAA funding		\$4,375,000

- a. The total limitation of funds set forth in OTA DTFAWA-08-A-00005 is \$4,795,000. As of the date of this Supplemental Agreement, \$420,000 has been disbursed to the Authority. Consequently, the balance of funding to be provided by FAA under the OTA is \$4,375,000. The Authority will enter into a separate reimbursable agreement for the FAA purchase and installation of telecommunications circuits, lines and equipment and related work, and for other FAA-provided equipment. The reimbursable agreement shall also include the cost associated with the Mobile ATCT, design support, and on site construction support as well as FAA equipment relocation and installation.
- f. Any payment is subject to the total not to exceed amount and shall not obligate the FAA to pay any amount in excess of \$4,795,000.

ARTICLE 10 LIMITATION OF FUNDS is amended as follows:

The Government's liability to make payments to the Authority is limited to \$4,795,000 as set forth in ARTICLE 9, including any and all Supplemental Agreements to the OTA No. DTFAWA-08-A-00005 duly executed by the Parties.

AGREED:

Nantucket Memorial Airport Commission

Federal Aviation Administration

Official: Daniel W. Drake
Title: Chairman

Donald L. Richardson, Sr.
Contracting Officer

Date: _____

Date: _____

Witness: _____

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's eligibility for payment ~~qualifies for payment~~ of overtime depending depends 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, such employees shall be granted compensatory time off of one hour, up to a total of 50 hours in any fiscal year (July 1 – July 30), for each hour actually worked in excess of forty (40) in any workweek, ~~such employee shall be granted compensatory time off of one hour, up to a total of 50 hours in any fiscal year (July 1 – June 30)~~. Such work in excess of forty (40) hours per week shall be approved in advance by the Airport Manager ~~whenever practicable~~. Such compensatory time off 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.

Commented [TDZ1]: This is permissible under 29 CFR 553.28(e) – Non FLSA compensatory time.

The use of ~~compensating hours~~ compensatory time 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 below.)~~

Chairman

Date

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.



FY2014 Airport Enterprise Update

071514-1

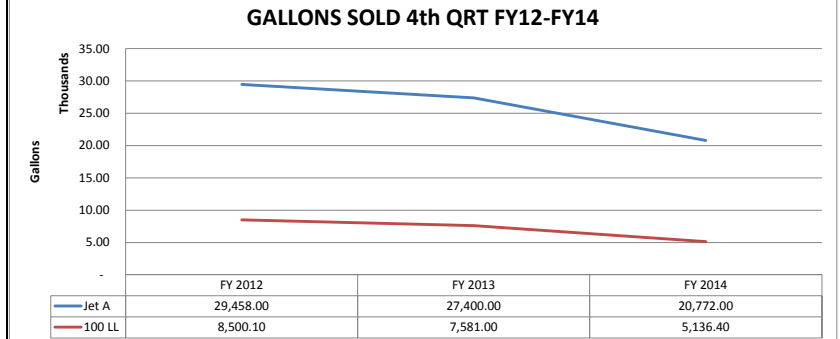
Operating Revenue and Expenditures As of June 30, 2014

REVENUE	FY2014		FY2014		FY2013		STATISTICS			
	Budget w/Carryforward	Actual (As of 06/30/14)	Actual (As of 06/30/14)	LY Actual (As of 06/30/13)	\$ Variance to budget	\$ Variance to LY	% to Budget	% to LY		
Fixed Base Operations (FBO)	\$ 1,907,000	\$ 2,178,456	\$ 2,178,456	\$ 1,977,269	\$ 271,456	\$ 201,186	114%	10%		
Revolver: Fuel Sales	\$ 5,195,336	\$ 5,195,336	\$ 5,195,336	\$ 5,572,974	\$ -	\$ (377,638)	100%	-7%		
Fuel Sales in Excess of Revolving Fund	\$ 1,899,234	\$ 2,139,152	\$ 2,139,152	\$ 1,587,470	\$ 239,918	\$ 551,682	113%	100%		
Rental Income	\$ 1,304,000	\$ 1,259,963	\$ 1,259,963	\$ 1,235,698	\$ (44,037)	\$ 24,265	97%	2%		
Fee Income	\$ 1,429,676	\$ 1,159,126	\$ 1,159,126	\$ 1,106,466	\$ (270,550)	\$ 52,661	81%	5%		
Vehicle Income	\$ 432,000	\$ 367,664	\$ 367,664	\$ 321,281	\$ (64,336)	\$ 46,383	85%	14%		
Interest on Investments	\$ 16,770	\$ 18,329	\$ 18,329	\$ 34,276	\$ 1,559	\$ (15,947)	109%	-47%		
Other Income	\$ 133,600	\$ 164,483	\$ 164,483	\$ 552,402	\$ 30,883	\$ (387,919)	123%	-70%		
Total Revenue*	\$ 12,317,616	\$ 12,482,510	\$ 12,482,510	\$ 12,387,837	\$ 164,894	\$ 94,673	101%	1%		
OPERATING EXPENDITURES WITHOUT DEBT										
	Budget w/Carryforward	Actual (As of 06/30/14)	LY Actual (As of 06/30/13)	\$ Variance to Budget	\$ Variance to LY	% to Budget	% to LY			
Payroll - Salary	\$ 2,778,683	\$ 2,897,427	\$ 2,904,208	\$ 118,744	\$ (6,782)	104%	0%			
Medicare P/R Tax Expense	\$ 40,291	\$ 42,013	\$ 65,628	\$ 1,722	\$ (23,615)	104%	-36%			
Medical Insurance	\$ 535,088	\$ 539,062	\$ 484,784	\$ 3,974	\$ 54,279	101%	11%			
Barnstable County Retirement	\$ 512,000	\$ 456,485	\$ 511,951	\$ (55,515)	\$ (55,466)	89%	100%			
Fixed Based Operatoin/ Included fuel expense in 2012	\$ 827,965	\$ 673,044	\$ 688,112	\$ (154,921)	\$ (15,068)	81%	-2%			
Revolver: Cost of Fuel	\$ 5,195,336	\$ 5,031,163	\$ 5,303,956	\$ (164,173)	\$ (272,793)	97%	-5%			
Fuel Expense in Excess of Revolving Fund	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%			
Operations	\$ 99,805	\$ 74,965	\$ 47,322	\$ (24,840)	\$ 27,643	75%	58%			
Service & Maintenance	\$ 528,453	\$ 453,436	\$ 467,799	\$ (75,017)	\$ (14,362)	86%	-3%			
Administration	\$ 1,201,622	\$ 1,026,212	\$ 915,383	\$ (175,410)	\$ 110,829	85%	12%			
General Insurance	\$ 224,061	\$ 156,366	\$ 246,876	\$ (67,695)	\$ (90,509)	70%	-37%			
Indirect Costs	\$ 334,554	\$ 329,096	\$ 196,061	\$ (5,458)	\$ 133,035	98%	68%			
Settlements	\$ 13,500	\$ -	\$ 25,000	\$ (13,500)	\$ (25,000)	0%	-100%			
Current Year Encumbrances as of June 30	\$ -	\$ 124,621	\$ 419,340	\$ 124,621	\$ (294,720)	100%	-70%			
Other	\$ 240,471	\$ -	\$ -	\$ (240,471)	\$ -	0%	0%			
Total Expenditures excluding debt	\$ 12,531,830	\$ 11,803,891	\$ 12,276,420	\$ (727,939)	\$ (472,529)	94%	-4%			
Surplus (Deficit) of revenue over expenditures excluding debt	\$ (214,214)	\$ 678,619	\$ 111,417	\$ 892,833	\$ 567,202	-317%	509%			
DEBT SERVICE										
	Budget w/Carryforward	Actual (As of 06/30/14)	LY Actual (As of 06/30/13)	\$ Variance to Budget	\$ Variance to LY	% to Budget	% to LY			
Principal	\$ 908,479	\$ 765,000	\$ 619,000	\$ (143,479)	\$ 146,000	84%	24%			
Interest	\$ 339,879	\$ 398,846	\$ 334,178	\$ 58,967	\$ 64,668	117%	19%			
Issuance Costs	\$ 40,000	\$ -	\$ -	\$ (40,000)	\$ -	0%	0%			
BAN Costs, Principal, Interest	\$ 316,090	\$ -	\$ 111,790	\$ (316,090)	\$ (111,790)	0%	-100%			
Other	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%			
Total Debt Service	\$ 1,604,448	\$ 1,163,846	\$ 1,064,968	\$ (440,602)	\$ 98,878	73%	9%			
Total - Surplus (Deficit) of revenue over all operating expenditures*	\$ (1,818,662)	\$ (485,228)	\$ (953,552)	\$ 1,333,434	\$ 468,324	27%	-49%			
OTHER FINANCING SOURCES										
	Budget w/Carryforward	Actual (As of 06/30/14)	LY Actual (As of 06/30/13)	\$ Variance to Budget	\$ Variance to LY	% to Budget	% to LY			
General Fund Subsidy	\$ 304,598	\$ 304,598	\$ 1,150,728	\$ -	\$ (846,130)	100%	100%			
Transfer from Special Revenue Funds	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%			
Transfer from Insurance Proceeds	\$ -	\$ -	\$ 39,632	\$ -	\$ (39,632)	100%	-100%			
2013 Encumbrance Carryforward	\$ 172,350	\$ 172,350	\$ 260,243	\$ 0	\$ (87,893)	100%	-34%			
Fuel Revolver Fund Balance Unavailable for Retained Earnings Calculation	\$ -	\$ (164,173)	\$ (269,018)	\$ 164,173	\$ 104,845	-100%	-39%			
Voted Use of Certified Retained Earnings	\$ 1,341,714	\$ 172,452	\$ -	\$ 1,169,262	\$ 172,452	13%	0%			
Total Other Financing Source	\$ 1,818,662	\$ 485,227	\$ 1,181,585	\$ 1,333,435	\$ (696,358)	27%	-59%			
Surplus (Deficit) of revenue plus other financing sources over expenditures*	\$ -	\$ (0)	\$ 228,033	\$ 2,666,869	\$ (228,034)	100%	-100%			

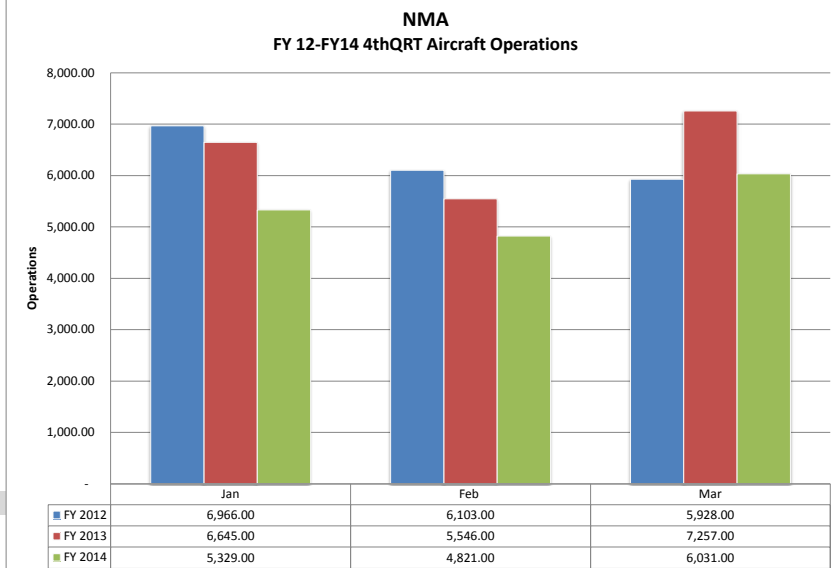
BENCHMARKS

% of Debt to Operating Expense Policy	12%	12%	12%
% of Actual Debt to Operating Expense	13%	9%	9%
Certified Retained Earnings	\$ 1,793,038	\$ -	\$ -
% of Certified Retained Earnings Used for Operations	75%	-	-
% of Certified Retained Earnings Used for One Time or Capital Expenditures	-	-	-

Total Fuel Gallons Sold 4th Quarter 2012-2014



Airport Operations 4th Quarter 2012-2014



Financial Highlights As of June 30, 2014

Aviation Fuel Revolving Fund 2013-2014 Comparison		
FYTD 06/30/2014		FYTD 06/30/2013
Fuel Sales	\$ 7,334,487.86	\$ 7,160,444
Fuel Purchases	\$ 5,031,163.42	\$ 5,303,956
Gross Profit YTD	\$ 2,303,324.44	\$ 1,856,488
Purchase Cap	\$ 5,195,336.00	\$ 5,572,974.00
Less: Purchases	\$ 5,031,163.42	\$ 5,303,956.00
Unallocable Portion of Gross Profit	\$ 164,172.58	\$ 269,018.00
Gross Profit YTD allocable to operating budget	\$ 2,139,151.86	\$ 1,587,469.98

*Note: Governments operate on a budgetary basis; therefore revenue earned in excess of the certified budget is not available to offset expenditures in the current fiscal year. Excess revenue and expenditure turnbacks must go through the State of Massachusetts retained earnings certification process before they can be appropriated at a subsequent annual and/or special town meeting. Once certified, retained earnings can only be appropriated at an annual and/or special town meeting.



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: Steven L. Rawding	
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 15ACKMPU000	
		RFR/Procurement or Other ID Number:	
<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). \$22,341.81			
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.) Airport Master Plan Update.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <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, 2015 , 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	

8/8/2014

GA/ADMIN BUILDING CONSTRUCTION CHANGE ORDERS

Pre-Policy Approved Change Orders			Per Policy Adopted 4/23/13		
			Change Orders Approved by Manager		Pending Change Orders > \$10K
Baybutt			Previously Reported		
CO #1	7/20/12	(9,500.00)	PCO # 8	5/1/2013	(6,892.57)
			PCO #9	5/1/2013	(7,969.55)
Merchants			PCO #10	4/26/2013	(25,572.10)
PCO #1	4/3/13	4,024.99	PCO #11	4/30/2013	2,682.62
PCO #2	4/3/13	612.80	PCO #7	6/12/2013	(13,260.00)
PCO #4	4/16/13	3,777.72	PCO #13	6/12/2013	5,640.75
PCO #6E	4/23/13	12,436.49	PCO #14	6/12/2013	(10,268.00)
Total Pre-Policy Approved COs		11,352.00	PCO #15	6/26/2013	52,133.66
			PCO #12	4/25/2013	5,396.00
			PCO #16	6/24/2013	9,367.10
			PCO #17	6/25/2013	1,250.91
			PCO #18	10/17/2013	(950.00)
			PCO #23	10/17/2013	2,358.01
			PCO #27 R	8/29/2013	12,387.61
			PCO #28	10/17/2013	2,636.09
			Previously Approved/Ratified		28,940.53
			Since 7/15/14		
			PCO #19	7/7/2014	5,963.31
			Total since 7/15/14	\$5,963.31	Total Pending
					\$0.00

Original Baybutt Contract	3,819,525.00
"Pre-Policy" Approved Change Orders	11,352.00
Previously Approved/Ratified	28,940.53
Total new CO to Ratify	\$5,963.31
Total Net Change Orders a/o 7/7/14	46,255.84
New Contract Total a/o 7/7/14	3,912,036.68
Total new CO > \$10K to Approve	\$0.00
<i>Pending New Contract Total</i>	<i>3,912,036.68</i>

Change Orders Under Contention OR Review		
PCO 003	6,861.67	In Contention
PCO 019	6,511.09	In Contention
PCO 022	1,252.68	In Contention
PCO 027A	1,150.00	In Contention
PCO 028B	1,460.07	Under Review
Total	10,724.42	



Fasano Acchione
& Associates, LLC.

New York Office: 237 West 35th Street, Suite 1102 • New York, NY 10001 • (212) 244-9588 • FAX (212) 244-9514
New Jersey Office: 520 Fellowship Road, Suite A-104 • Mount Laurel, NJ 08054 • (856) 273-0777 • FAX (856) 273-6686
Philadelphia Office: 6 East Hincley Avenue, Suite 203 • Ridley Park, PA 19078 • (610) 521-5060 • FAX (610) 521-5338
Baltimore Office: (410) 683-8375 • (410) 683-8381

REQUEST FOR INFORMATION

RFI # 010

prepared on behalf of Merchants Bonding Company

To: Nantucket Architecture Group
15 Amelia Drive
Nantucket, MA. 02554
Attn: Bill McGuire

Date: 8/05/13
Attn: Bill McGuire
Title: Project Architect
Project: **General Aviation/Administrative Building
Nantucket Memorial Airport**

Drawing Reference: NAG Contract Drawings E-1 and M-1

Specification Section References: Divisions 16 and 23

Attachment: None

Subject/Issue:

- 1) AHU's 1-4 appear to not have return air capacity Note # 6 on Dwg M-1 makes reference to filtered air/F.A. plenum with references to outside air connection only. Note # 7 on M-1 makes mention to filtered open end return, W/WMS. Will return air be required and if so, what size?
- 2) AC-1, located in the IT Room will required a condensate line and condensate pump along with electrical power. Please advise.
- 3) Due to height limitations at AHU-5, the condensate line servicing this unit will require a condensate pump and electrical power. Please advise.

Response Requested By: As per contract documents, but as soon as possible

Submitted by: Lawrence Maleike; Fasano Acchione & Associates LLC; lmaleike@fasanoacchione.com

A/E Response:

Attached

Signature: *Tom Acchione*

Date: *8-6-13*

COPIES TO: Tom Acchione: FAA, facchione@fasanoacchione.com

RFI #010 Response

DATE RECEIVED: 8-06-13

DATE RETURNED: 8-06-13

TO: Bill McGuire
Nantucket Architecture Group
15 Amelia Drive
Nantucket, Ma. 02554

FROM: Michael Sconsoni

RE: Nantucket Memorial Airport
TMP Project: 10-2433

The following are in response to the (3) RFI Items:

1. The return air capacities for units AHU-1 thru 4 shall be as follows. Based on the Equipment Schedule, Drawing M-5, it indicates the supply air for each unit along with outside air required. Based on this information, the return air shall be the difference between these (2) quantities. Therefore returns for each shall be as follows. AHU-1 shall be 1100 cfm, AHU-2 shall be 1550 cfm, AHU-3 shall be 1710 cfm and AHU-4 shall be 790 cfm.

2. Install new in-line condensate pump for AC-1, supported from structure above at elevation of AC-1 condensate discharge. Pump shall be based on Little Giant Model #VCMA-15ULST condensate pump with Safety Switch included. Pump selection at 1/50 HP, 115 volt/1 phase. Pump shall be hard wired by electrical as noted. Connect new 3/4" condensate line from AC-1 to pump and discharge over to existing Sump Pit adjacent to Stair #105, running line as high as possible from unit to Sump Pit. For electrical connection for pump, provide 20A/120V circuit from Panelboard P1. Pump shall be hard wired and provided with a respective service disconnect switch.

3. Install new in-line condensate pump for AHU-5, supported from structure above, at elevation of AHU-5 condensate discharge. Pump shall be based on Little Giant Model #VCMA-15ULST condensate pump with Safety Switch included. Pump selection at 1/50 HP, 115 volt/1 phase. Pump shall be hard wired by electrical as noted. Pump shall be installed in existing 3/4" condensate line from AHU-5. For electrical connection for pump, provide 20A/120V circuit from Panelboard P1. Pump shall be hard wired and provided with a respective service disconnect switch.

[MJS/mjs]

cc: JDM, MCD, GDH - file

H:\10-2433\ca\rfi\2433MR010

Brite-Lite Electrical Co., Inc.

11 Front Street
Weymouth, MA 02188

Tel: 781-340-9102

Fax: 781-340-1674

e-mail: jcurran@brite-lite-electrical.com

November 14, 2013

Mr. Larry Malieke
Fasano, Acchione & Associates, LLC
6 E. Hinkley Avenue, Suite 203
Ridley Park, PA 19078

Re: Nantucket memorial Airport Administration

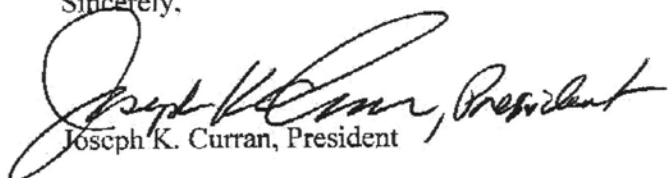
Dear Mr. Larry Malieke,

In response to your request for additional clarification concerning the added work performed under a Time and Materials basis as you directed us, (see BLE c.o. "O&P as submitted) for work associated with the wiring of hand dryers and condensate pump receptacles I provide the following information. It is our understanding this work was being performed under protest.

1. Clearly the Electrical Filed Sub-bid specifications indicate the work of this section is shown on the drawings listed. (see attached)
2. No electrical wiring for either the hand dryers or the condensate pumps is indicated on these drawings.
3. With no wiring indicated, it is not possible to quantify the work related to these items for bidding purposes.
4. It cannot be determined what type of wiring should be provided, what size wire should be utilized, what circuit breakers should be used and what electrical panels the required circuits should originate from.

I hope the information provided clarifies the reasons no wiring was provided and why this work is certainly in addition to the work shown on the contract drawings.

Sincerely,


Joseph K. Curran, President

SECTION 26 00 01 - ELECTRICAL (Filed Sub-bid Required)

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 1 - GENERAL REQUIREMENTS, which are hereby made a part of this Section of the Specifications.

1.2 FILING OF SUB-BIDS

- A. Sub-bids shall be submitted for the Work of this Section in accordance with the provisions of Massachusetts General Law c.149 44A-J. The time and place for submission of sub-bids are set forth in SECTION 00 11 13 - ADVERTISEMENT. The procedures and requirements for submitting sub-bids are set forth in SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS.
- B. Sub-bidders must be DCAM certified in ELECTRICAL WORK and shall include a Current DCAM sub-bidder Certificate of Eligibility and a signed DCAM Sub-bidder's Update Statement with the bid.

- C. The Work of this section is shown on Drawings E0, E1, E1a, E2, E2a, E2b, E3, E3a, E3b, E4, E4a, E5, E6, and E7.

1. SUB-sub bids are not required for this Section. Paragraph F of SECTION 26 00 01 FORM FOR SUB shall be left blank or marked N/A.

1.3 SCOPE OF WORK

- A. The scope of work consists of the installation of all materials to be furnished under Electrical work and without limiting the generality thereof, consists of furnishing all labor, materials, equipment, plant, transportation, hoisting, rigging, staging, appurtenances, and services necessary and/or incidental to properly complete all work as shown on the Electrical drawings, as described in the Specifications, or as reasonably inferred from either, in the opinion of the Architect.
- B. Work shall include but shall not be limited to following:
1. Main Service entrance breaker and CT cabinet.
 2. Motor connections and controls
 3. Disconnect switches
 4. Combination motor starter/disconnect switches
 5. Fuses
 6. Panelboards

Larry Maleike

From: Bill McGuire <bill@nantucketarchitecture.com>
Sent: Wednesday, September 04, 2013 4:59 PM
To: Larry Maleike
Cc: Thomas J. Acchione; Agri, Steven ; Drake, Dan; Flecchia; Steve Gindhart; Randy Hilst; Hines, George; Kelley, Tara; Rafter, Tom
Subject: RE: PCO 19

**NANTUCKET ARCHITECTURE GROUP LTD.
POST OFFICE BOX 1814
NANTUCKET, MA 02554**

PHONE: 508.228.5631

EMAIL: bill@nantucketarchitecture.com

EMAIL: steve@nantucketarchitecture.com

EMAIL: tara@nantucketarchitecture.com

WEB: www.nantucketarchitecture.com

FACEBOOK: <http://www.facebook.com/pages/Nantucket-Architecture-Group/378861838795603>

Dear Larry,

I feel I must decline your PCO 19 on the grounds that all of the electric hand dryers are indicated on all of TMP's floor plans as well as indicated on NAG's floor plans and are called out as "Electric Hand dryer, typ. " Furthermore the electric hand dryers are shown on the interior elevations and called out as such. In addition to the plans. The hand dryers were brought up at our very first site meeting on March 23rd (#53) with your team in item 53.05 when we requested a credit for a less expensive hand dryer. The next week, April 3rd, (#54) Tom Rafter said that he wanted the Dyson hand dryers and therefor the credit would not be required. The specifications also call out for Electric Hand Dryers in section 10 2813-4 item C.

We also approved submittals for the hand dryers.

The electrical specifications also state that the contractor is to "Provide work specified but not shown on Drawings, and work shown on Drawings but not specified, as though expressly required by both" (260001-3).

All this took place prior to drywall close in. your electrical contractor had ample opportunities to send in an RFI, but in any event the electrical specifications are clear in that "Where Drawings or Specifications indicate discrepancies, or are unclear, advise Architect in writing before Award of Contract. Otherwise Architects' interpretation of Contract Documents shall be final. No additional compensation will be approved because of discrepancies or lack of clarity thus unresolved".

It is my opinion that the specifications gave specific details regarding the electric hand dryers, the floor plans indicated the hand dryers, your submittals indicate that you were aware of the hand dryers and it was up to you to ensure that there was power to the hand dryers.

Therefore I will be denying PCO 19.

Cordially,

Bill

AIA Document G714™ – 2007

Construction Change Directive

PROJECT: <i>(Name and address)</i> Nantucket Airport FBO & Admin. Bldg. 14 Airport Road Nantucket, MA 02554	DIRECTIVE NUMBER: 005 DATE: 26, September, 2013 CONTRACT FOR: Nantucket FBO and Admin Bldg CONTRACT DATED: ARCHITECT'S PROJECT NUMBER: 1002.12	OWNER <input checked="" type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONSULTANT <input checked="" type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i> Baybutt Construction Managers 25 Avon Street-Post Office Box 463 Keene, NH 03431		

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative.)
 To install the 7 hand dryers that are indicated on floor plans and elevations.
 Hand dryers on the first floor shall be fed from panel board P1 in the basement (one 120V, 20A circuit for each hand dryer) and wiring shall be fished/snaked in wood frame walls from the basement below each location.
 Hand dryers on the second floor shall be fed from panelboard P2 on the second floor (one 120V, 20A circuit for each hand dryer) and wiring shall be fished/snaked in wood frame walls from the attic above each location.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price:

- Lump Sum of \$ _____
- Unit Price of \$ _____ per _____
- As provided in Section 7.3.3 of AIA Document A201™-2007

As follows:

It is our belief that this work is part of the electrical contracts responsibilities. he is directed to perform the work (under protest if he chooses) ACG will monitor the work for time and materials

2. The Contract Time is proposed to remain the same. The proposed adjustment, if any, is zero (0) days.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Nantucket Architecture Group Ltd.
 ARCHITECT *(Firm name)*
 PO Box 1814, Nantucket, MA 02554
 ADDRESS

Thomas Rafter for:
 OWNER *(Firm name)*
 Nantucket Memorial Airport,
 14 Airport Road, Nantucket, MA
 ADDRESS

Merchants Bonding Company
 CONTRACTOR *(Firm name)*
 C/O Fasano Acchione & Ass. LLC
 6E. Hinckley Ave, Ridley Park, PA
 ADDRESS

BY *(Signature)*
 William McGuire
(Typed name)
 26, September, 2013
 DATE

BY *(Signature)*
 Thomas Rafter
(Typed name)
 DATE

BY *(Signature)*
 THOMAS J. ACCHIONE
(Typed name)
 10-11-13
 DATE
 ON BEHALF OF MERCHANTS BONDING CO.



AIA Document G714™ - 2007

Construction Change Directive

PROJECT: <i>(Name and address)</i> Nantucket Airport FBO & Admin. Bldg. 14 Airport Road Nantucket, MA 02554	DIRECTIVE NUMBER: 006 DATE: 26, September, 2013 CONTRACT FOR: Nantucket FBO and Admin Bldg CONTRACT DATED: ARCHITECT'S PROJECT NUMBER: 1002.12	OWNER <input checked="" type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONSULTANT <input checked="" type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i> Baybutt Construction Managers 25 Avon Street-Post Office Box 463 Keene, NH 03431		

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative.)
 To install condensate pump assemblies and electrical power to AC-1 and AHU-5 as described on attached RF#010 response from TMP Engineers, Inc.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price:

- Lump Sum of \$ _____
- Unit Price of \$ _____ per _____
- As provided in Section 7.3.3 of AIA Document A201™-2007
- As follows:
The electrical contractor is directed to perform the work on attached sheet (under protest if he chooses) ACG will monitor the work for time and materials

2. The Contract Time is proposed to remain the same. The proposed adjustment, if any, is zero (0) days.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

~~Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.~~

Nantucket Architecture Group Ltd.
 ARCHITECT *(Firm name)*
 PO Box 1814, Nantucket, MA 02554
 ADDRESS

Thomas Rafter for:
 OWNER *(Firm name)*
 Nantucket Memorial Airport,
 14 Airport Road, Nantucket, MA
 ADDRESS

Merchants Bonding Company
 CONTRACTOR *(Firm name)*
 C/O Fasano Acchione & Ass. LLC
 6E. Hinkley Ave, Ridley Park, PA
 ADDRESS

BY *(Signature)*
 William McGuire
(Typed name)
 26, September, 2013
 DATE

BY *(Signature)*
 Thomas Rafter
(Typed name)
 DATE

BY *(Signature)*
 THOMAS J. ACCHIONE
(Typed name)
 10-11-13
 DATE ON BEHALF OF MERCHANTS BONDING CO.

BRITE-LITE ELECTRICAL CO. INC

11 Front Street
Weymouth, MA 02188
Tel: 781-340-9102
Fax: 781-340-1674

Merchants Bonding Co.
c/o Fasano Acchione & Associates, LLC
6 E. Hinkley Avenue, Suite 203
Ridley Park, PA 19078
Attn: Larry Maleike

08-Nov-13

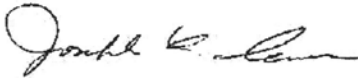
Re: Nantucket Memorial Airport Administration

Change Proposal 'O & P "revised"

Supply materials and labor to wire (7) seven hand dryers and (4) condensate pump receptacles on T&M as directed.

Material Breakdown: (see attach)	\$1,296.30
Labor Breakdown: 48.0 man Hr. @\$51.84/Hr.	\$2,488.32
30% of labor only: F.I.C.A.; Gen. Liability, Workman's Comp.;etc.	\$746.50
15% Overhead, Profit on Material & Labor only	\$567.69
Estimating Cost: 0.0 man Hr. @\$75.00/Hr.	\$0.00
	Subtotal
	\$5,098.81
Additional Bond Premiums @ 1.7000%	\$86.68
Total Change Proposal ADD	\$5,185.49

Sincerely,



Joseph K. Curran (President)

Approved & Accepted By: _____

Date: _____

BRITE-LITE ELECTRICAL CO., INC.
 11 FRONT STREET
 WEYMOUTH, MA 02188
 (781) 340-9102 Fax (781) 340-1674

JOB WORK ORDER
13296

BLECO "09p"

DATE OF ORDER 10-21-2013	
CUSTOMER'S ORDER NO.	PHONE
MECHANIC	HELPER
STARTING DATE 10/21/2013	
BILL TO FALAMERCHANTS	
ORDER TAKEN BY JC	
ADDRESS	
CITY	
JOB NAME AND LOCATION NANTUCKET MEMORIAL AIRPORT	
JOB PHONE	

DESCRIPTION OF WORK
 INSTALL & WIRE 4 CONDENSATE PUMP RECEPTACLES
 INSTALL & WIRE 7 ELECTRIC HAND DAYCANS
 RAISE EXIT SIGN, MOVE EXIT SIGN CLOSER TO WALL
 4 - 20A DUPLEX RECEPTACLES - INVESTIGATE INSTALLATION
 4 - MULTISWITCH COVERS
 3 - 4" SQ BOX
 400' - 12/2 ML
 14' - ML CONDUIT
 100' TY RAPS
 4 - 20A THQB BREAKERS

②
 16.20 - 66.8
 3.89 - 15.56
 5.04 - 15.12
 1.15 - 4.60
 1.13 - 15.82
 0.28 - 28
 42.6 - 170.4
 Total - 769.70

10/21 2 MEN 8 HOURS EACH	} 48 TOTAL	TOTAL MATERIALS	
10/22 2 MEN 8 HOURS EACH		TOTAL LABOR	
10/23 2 MEN 8 HOURS EACH		TAX	
- PER Diem + CAB FARE		TOTAL AMOUNT	\$
- ROOMS			
- FLIGHTS + PARKING			

DATE COMPLETED _____ WORK ORDERED BY _____
 Signature _____
 No one home Total amount due for above work of Total billing to be mailed after completion of work

I hereby acknowledge the satisfactory completion of the above described work.

Airfare, parking & Per diem

526.⁰⁰

Total Material & Expenses

\$ 1296.³⁰

Reimbursement
to
Jeff Conley

\$ 526.60

Job # 256
Nantucket

9/25 Barnstable Airport Pkg	\$ 9.00
	\$ 77.00
10/15 Halyne	\$ 133.30
10/22 Cape Air/Conley	\$ 133.30
10/22 Cape Air/Ung	\$ 19.00
10/22 Taxi	\$ 20.00
10/22 Taxi	\$ 19.00
10/23 Taxi	\$ 19.00
10/24 Taxi	\$ 77.00
10/23 Barnstable Airport Pkg	\$ 70.00
Meal Reimbursement 2 days 10/21 - 10/22	

Joe -

Here is the breakdown
of Jeff's expenses

The ones he's looking to get paid
for and the ones he's been
paid for

Chris

From: [Jeffrey A. Turner](#)
To: ["Janine Torres"; trafter@nantucketairport.com](#)
Cc: ["Robert Tallman"](#)
Subject: RE: Id Deposit waiver...
Date: Thursday, August 07, 2014 3:10:41 PM

Hi Janine,

Many thanks for getting back to me on this. I still have not heard back from Tom Rafter or Bob Tallman in any official capacity on this request.

This note is to bring a few things to your attention:

First, in attempting to research when and how this ill advised policy (\$300 Deposit for a security ID badge) came into effect, I have run into many bad links on the Airport's webpage listing meeting Minutes, Agenda, Packet, Warrant, etc. Please have someone refresh these links as they are the prime method for the public to review conduct of past meetings.

Secondly, as I'm certain you have heard...it seems everyone at the FBO/Operations knows me by name/sight...I was barred from entering the airport yesterday to fly an aircraft that is based there. I possessed (and offered) my MA Driver's License as State Issued ID, My FAA issued Pilot Certificate and I have a letter from the owners of said aircraft that I have permission to utilize it (provided to Bob Tallman by Robert Walsh). I was told by Operations that I could not enter the airport to be escorted to this aircraft even by a badge wearing employees of the airport, as I had been doing in the past.

This I would consider a serious violation of my rights to utilize this public property. I have initiated a complaint with the Attorney General of MA regarding this, in addition to other items that are of grave concern to me and many GA pilots and residents that I have spoken to.

On Tuesday, while waiting on the South Ramp for a ride to the North Ramp with my son, Tom Rafter walked past. We spoke briefly about this topic. A few of his comments struck me: "There are 300 badges issued by this airport, and they all paid their deposit." Odd, but the very next employee I spoke with minutes later, told me he paid NO deposit for his badge, BUT that IF he lost it, he'd owe \$300! I continued to ask as I ran across folks in the next two days. None of them paid a deposit!

Also during this discussion, Mr. Rafter mentioned that he was "trying to work with me, but that the rules are the rules, and that I am no different than anyone else." Well, I agree, and I'd like my deposit back like the employees I spoke with who didn't pay a deposit!

I am a year round resident of Nantucket for over 15 years. In 30 years as a licensed driver, I have never lost a driver's license...I've probably had more than a dozen issued. In 28 years of being a Licensed Pilot, I have never lost a FAA issued Pilot Certificate or Medical Certificate. In my decade working on Wall St., I never lost an employer issued ID badge. Not a single entity previously listed held any type of deposit for said ID's.

Additionally, it has been mentioned by Mr. Rafter the cost of replacing the entire security system. I have no idea why this would be required or where this notion comes from. There are other solutions to explore besides a GA unfriendly, business crushing exorbitant fee.

In any case, all of these conversations have raised some interesting questions:

300 ID Badge holders X \$300 deposit = \$90,000USD

Are there financial reports on the account that these deposit funds are being held in?

Is it interest bearing?

If so, at what rate or rates?

How is interest calculated per cardholder when card is returned and deposit refunded?

All of this is in addition to stating the incredibly obvious: NO OTHER AIRPORT IN THE US CHARGES SUCH A FEE! Details are listed below in the initial email requesting a waiver.

I intend to attend next week's commission meeting, should my schedule allow, and I hope to hear some answers to these questions. Please forward this note on the commission so they can review.

I hope this note finds you well.

Jeff

Jeffrey A. Turner
Class President
Plymouth Police Academy
Basic Reserve/Intermittent Officer Class FY 13-02
508-221-1133 Cell

From: Janine Torres [mailto:jtorres@nantucketairport.com]
Sent: Tuesday, July 29, 2014 3:54 PM
To: 'Jeffrey A. Turner'; trafter@nantucketairport.com
Cc: Robert Tallman
Subject: RE: Id Deposit waiver...

Hi Jeff,

Tom is the only one with authority to waive, so you'll have to wait for him to respond.

I can tell you that the refundable deposit is set high to make the badge holder more responsible to not lose it in the first place. TSA holds airports responsible for lost/missing badges. That acceptable percentage is rather small, like 3%. I'm not sure what the penalty is for reporting more than this small percentage, but it is significant enough for us to want to avoid it. Since instituting the higher deposit and through persistent efforts of our security personnel, Nantucket Airport has maintained an acceptable percentage.

Janine Torres

From: Jeffrey A. Turner [mailto:jeffreyaturner@comcast.net]
Sent: Tuesday, July 29, 2014 9:47 AM
To: trafter@nantucketairport.com
Cc: jtorres@nantucketairport.com
Subject: Id Deposit waiver...

Hi Tom & Janine,

I stopped by yesterday a couple of times to try to chat with either of you on this issue, but you were tied up in meetings.

My request is straightforward: I'm asking for a hardship waiver for the \$300 deposit for a security

badge. This is a week's worth of groceries for my family...a car payment...3 week's worth of gas in said car...I could go on, but you get the point. After being put through the ringer from 2008-2011 from the economy tanking, my family has been on a long uphill struggle financially. I have paid the finger printing fee and my badge is in...but I literally can't afford the \$300 deposit to go pick it up!

As I applied for the ID, I was astonished to hear there was a \$300 deposit for this badge (in addition to the finger printing/background check fee). I began to look around at other airports to see any correlation. There is none. Out of more than 100 airports in the US I looked up, only two hold a security deposit...and it's \$50.

Here are some stats from airports around the US:

Finger Printing fee – 0-\$60 range; \$50 typical

Badge Fee – 0-\$65 range; \$25 typical

Lost Badge Fee – 0-\$200 range; \$75 typical

2nd & 3rd Lost Badge Fee – 0-\$200 range; \$100 typical

Deposit – 0-\$50 range; 0 typical

This is looking purely at what other airports in the US currently do. I have not looked into the legality of it, but plan to get information from AOPA regarding this issue.

Additionally, it's just plain GA unfriendly! When my two kids start to take lessons and solo, they will need ID badges...will ACK Memorial really hold \$900 of my family's money to secure a couple of laminated pieces of cardboard? I realize there is more to a badge than the paper and photo, but what do they really cost?

When you start to ask questions, more and more seem relevant:

What about every person who has a badge prior to the deposit going into effect?

Where is the deposit kept?

Is it interest bearing?

Are the deposits co-mingled with operations fund?

I think this deposit is ill advised, GA unfriendly, perhaps not even legal in MA and should be revoked immediately while a reasonable, fact based policy is researched and implemented. In the mean time, I renew my request for a personal exemption due to financial hardship.

Thank you in advance for your time and consideration. I hope this note finds you well.

Jeff

Jeffrey A. Turner
508-221-1133 Cell



Nantucket Memorial Airport

Monthly Statistical Report

(June 2014)



Nantucket Memorial Airport

Operations FY2013 vs. FY2014

			CY 2013						CY 2014						
			JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
FY2014	ITINERANT	Air Carrier	199	201	115	52	0	0	0	0	0	0	65	156	788
		Air Taxi	11,154	11,707	9,099	7,487	5,677	5,239	4,174	3,655	4,694	5,875	7,420	8,587	84,768
		General Aviation	4,980	5,790	3,809	2,481	1,755	1,759	1,111	1,066	1,307	1,927	3,109	3,935	33,029
		Military	104	39	129	134	68	24	44	91	22	62	53	73	843
		TOTAL	Intinerant	16,437	17,737	13,152	10,154	7,500	7,022	5,329	4,812	6,023	7,864	10,647	12,751
LOCAL	Civil	Civil	22	18	16	30	28	18	0	9	8	6	24	63	242
		Military	0	6	2	0	4	0	0	0	0	0	4	4	20
	TOTAL	Local	22	24	18	30	32	18	0	9	8	6	28	67	262
	TOTAL	Operations	16,459	17,761	13,170	10,184	7,532	7,040	5,329	4,821	6,031	7,870	10,675	12,767	119,639
	% Change	-13.66%	-6.02%	-3.08%	6.29%	-12.66%	-3.68%	-19.80%	-13.07%	-16.89%	-5.24%	3.62%	8.39%	-5.72%	

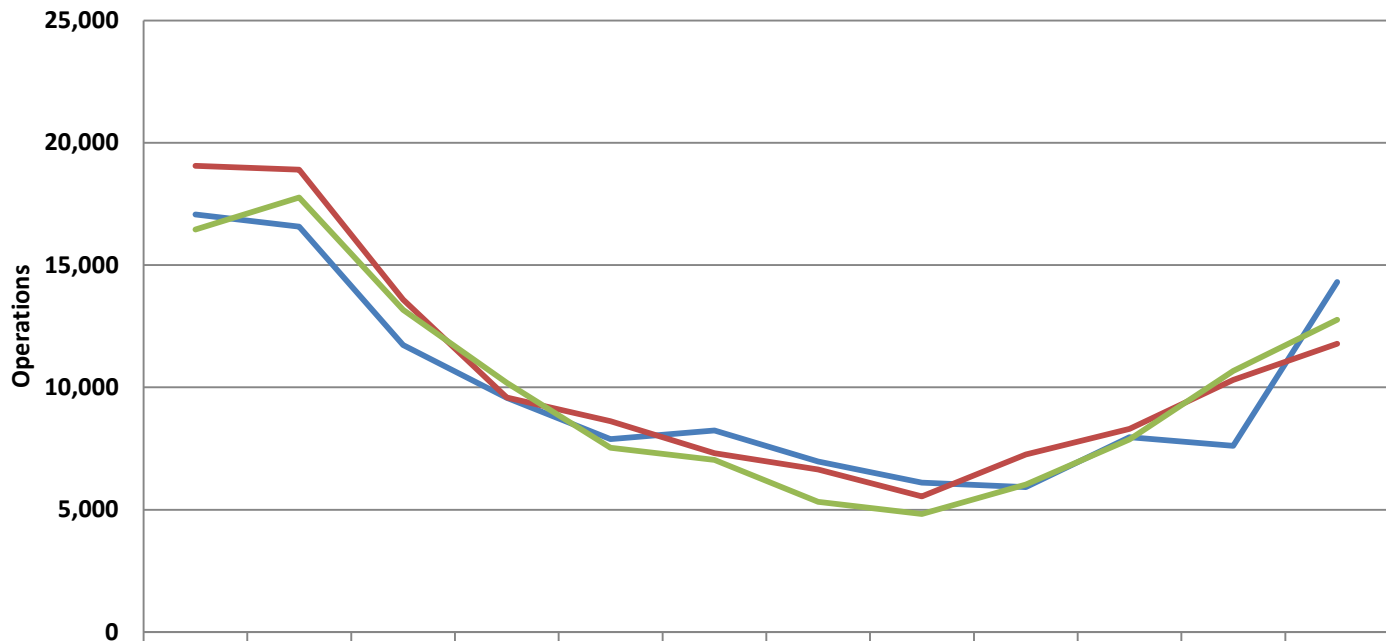
June 2013 vs. June 2014 up 8.39%
YTD Down - 5.72%

YTD	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	% Change
Operations FY2012	17,069	16,571	11,730	9,580	7,892	8,238	6,966	6,103	5,928	7,966	7,618	14,315	98,043	
Operations FY2013	19,062	18,899	13,589	9,581	8,624	7,309	6,645	5,546	7,257	8,305	10,302	11,779	126,898	29.43%
Operations FY2014	16,459	17,761	13,170	10,184	7,532	7,040	5,329	4,821	6,031	7,870	10,675	12,767	119,639	-5.72%



Nantucket Memorial Airport

Operations FY2012- FY2014



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Operations FY2012	17,069	16,571	11,730	9,580	7,892	8,238	6,966	6,103	5,928	7,966	7,618	14,315
Operations FY2013	19,062	18,899	13,589	9,581	8,624	7,309	6,645	5,546	7,257	8,305	10,302	11,779
Operations FY2014	16,459	17,761	13,170	10,184	7,532	7,040	5,329	4,821	6,031	7,870	10,675	12,767



Nantucket Memorial Airport

Passenger Enplanements FY2013 vs. FY2014

FY2014	AIRLINE	CY 2013						CY 2014						TOTAL
		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	
	Cape Air (KAP)	7,158	8,526	6,411	3,739	1,685	1,930	989	947	1,201	1,779	2,922	4,235	41,522
	Piedmont/United	3,005	3,033	0	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	194	6,232
	Continental Connection (Comut air)	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	0
	Delta Express (Freedom Air)	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	0
	Delta Airlines	2,720	3,238	910	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	2,256	9,124
	Island Air (ISA)	6,277	6,558	5,727	4,932	4,140	3,942	1,346	2,207	3,150	4,187	4,848	4,796	52,110
	JetBlue Airways	7,536	8,406	4,520	1,505	Closed	Closed	Closed	Closed	Closed	Closed	3,483	4,562	30,012
	Nantucket Air (ACK)	2,402	2,812	2,243	2,339	1,787	1,541	2,384	1,340	1,999	2,375	2,648	2,821	26,691
	Tradewind Aviation	905	957	326	150	105	121	9	12	8	112	329	443	3,477
	USAirways (Air Wisconsin - AWI)	2,006	2,228	193	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	534	4,961
	Monthly Total	32,009	35,758	20,330	12,665	7,717	7,534	4,728	4,506	6,358	8,453	14,230	19,841	174,129
	% Change Prior Year	1.67%	8.85%	4.53%	4.41%	-8.95%	-12.87%	-23.53%	-23.54%	-15.01%	-10.14%	5.57%	-0.03%	

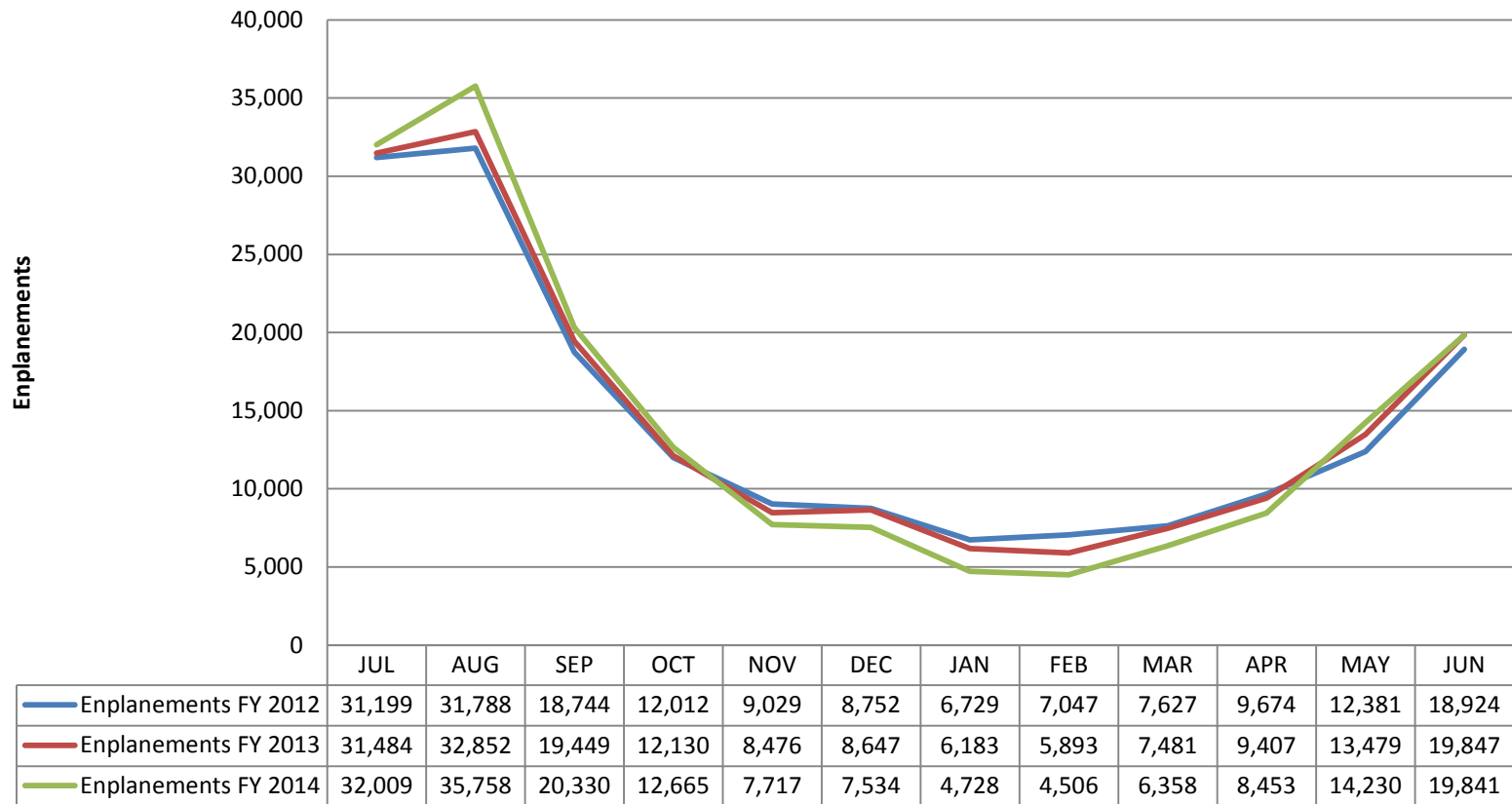
June vs. June Down 0.03%
YTD Down -0.68%

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	% Change
Enplanements FY 2012	31,199	31,788	18,744	12,012	9,029	8,752	6,729	7047	7627	9674	12381	18924	173,906	
Enplanements FY 2013	31,484	32,852	19,449	12,130	8,476	8,647	6,183	5893	7481	9407	13479	19847	175,328	0.82%
Enplanements FY 2014	32,009	35,758	20,330	12,665	7,717	7,534	4,728	4,506	6,358	8,453	14,230	19,841	174,129	-0.68%



Nantucket Memorial Airport

Passenger Enplanements FY2012 - FY 2014





Nantucket Memorial Airport

Jet A Gallons Sold FY2011 vs. FY2014

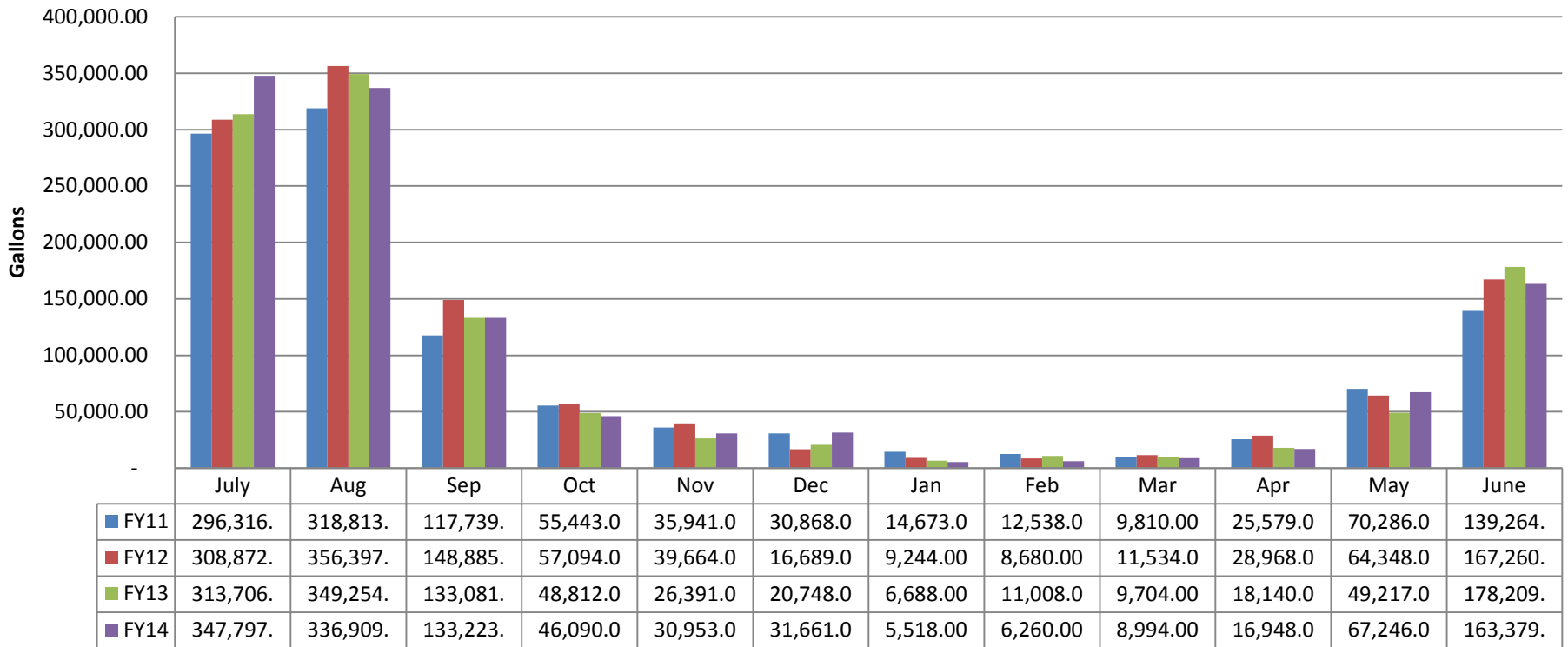
	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total	% Change
FY 2011	296,316.00	318,813.00	117,739.00	55,443.00	35,941.00	30,868.00	14,673.00	12,538.00	9,810.00	25,579.00	70,286.00	139,264.00	1,127,270.00	
FY 2012	308,872.00	356,397.00	148,885.00	57,094.00	39,664.00	16,689.00	9,244.00	8,680.00	11,534.00	28,968.00	64,348.00	167,260.00	1,217,635.00	8.02%
FY 2013	313,706.00	349,254.00	133,081.00	48,812.00	26,391.00	20,748.00	6,688.00	11,008.00	9,704.00	18,140.00	49,217.00	178,209.00	1,164,958.00	-4.33%
FY 2014	347,797.00	336,909.00	133,223.00	46,090.00	30,953.00	31,661.00	5,518.00	6,260.00	8,994.00	16,948.00	67,246.00	163,379.00	1,194,978.00	2.58%

June vs. June Down - 8%
YTD up 2.58%



Nantucket Memorial Airport

Monthly Jet A Gallons Sold *Per Fiscal Year*





Nantucket Memorial Airport

AvGas Gallons Sold FY2011 vs. FY2014

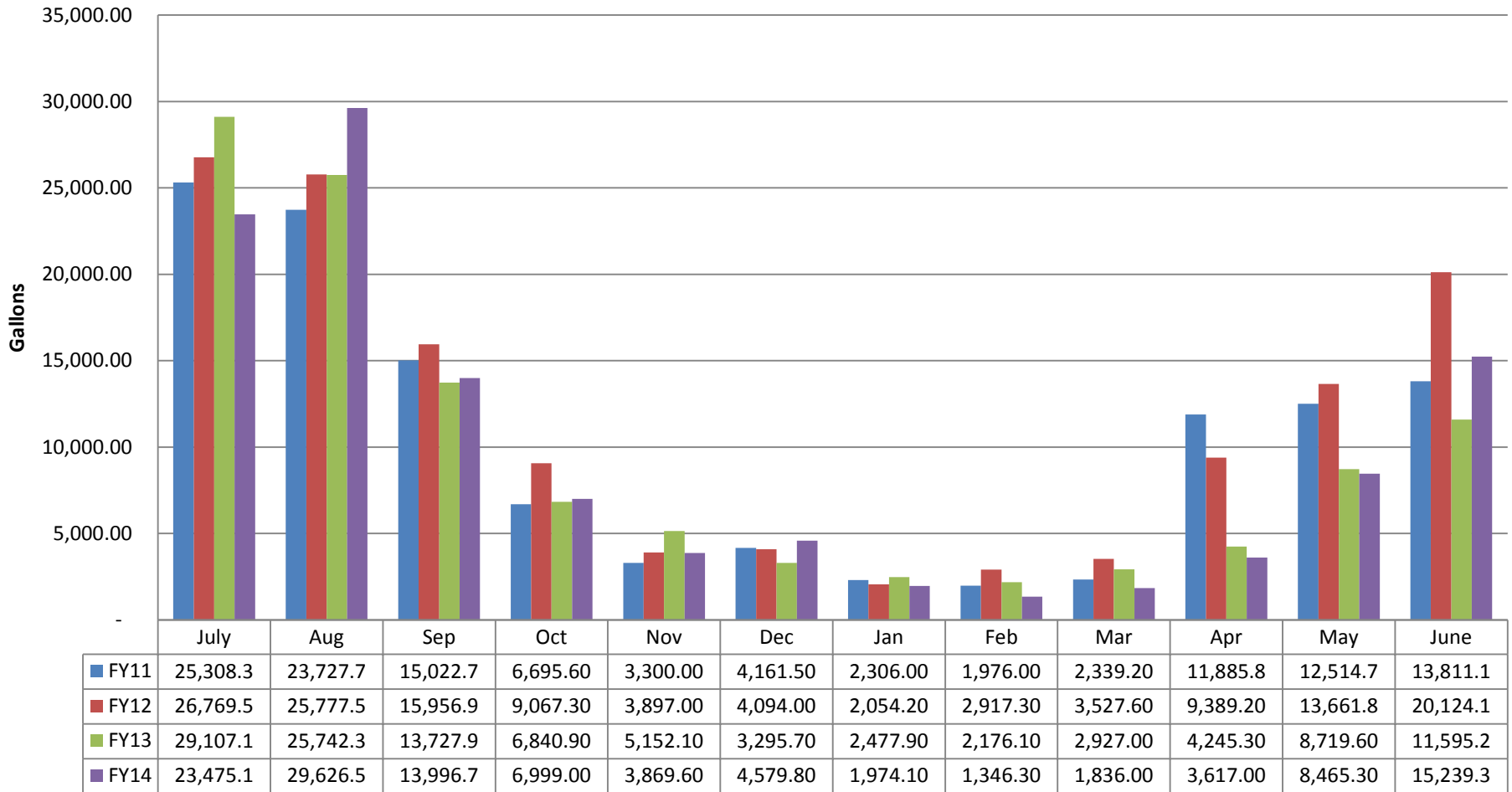
	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>Total</u>	<u>% Change</u>
FY 2011	25,308.30	23,727.70	15,022.70	6,695.60	3,300.00	4,161.50	2,306.00	1,976.00	2,339.20	11,885.80	12,514.70	13,811.10	123,048.60	
FY 2012	26,769.50	25,777.50	15,956.90	9,067.30	3,897.00	4,094.00	2,054.20	2,917.30	3,527.60	9,389.20	13,661.80	20,124.10	137,236.40	12%
FY 2013	29,107.10	25,742.30	13,727.90	6,840.90	5,152.10	3,295.70	2,477.90	2,176.10	2,927.00	4,245.30	8,719.60	11,595.20	116,007.10	-15%
FY 2014	23,475.10	29,626.50	13,996.70	6,999.00	3,869.60	4,579.80	1,974.10	1,346.00	1,836.00	3,617.00	8,465.30	15,293.30	115,078.40	-1%

June vs. June Up 32%
YTD Down - 1%



Nantucket Memorial Airport

Monthly 100LL Gallons Sold *Per Fiscal Year*





Nantucket Memorial Airport

- 2014 monthly freight -

AIRLINE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Cape Air (KAP)	53,937	47,438	51,553	59,485	49,769	59,146							
Island Air (ISA)	35,955	31,391	36,157	51,088	65,734	99,902							
Wiggins-FedEx	23,882	20,748	29,223	47,281	68,789	90,080							
Wiggins-UPS	1,972	1,078	2,505	5,811	8,006	10,221							
Monthly Total	115,746	100,655	119,438	163,665	192,298	259,349	0	0	0	0	0	0	0
% Change Prior Year	(17.33)	(16.87)	(15.76)	(3.52)	(15.13)	(8.85)							



Nantucket Memorial Airport

FY 2011-2014 Noise Complaints

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total	% Change
FY 2011 Calls	21	25	6	9	3	4	1	1	1	0	3	8	82	
FY 2012 Calls	23	28	13	1	2	4	6	4	1	3	16	22	123	50.00%
FY 2013 Calls	96	7	6	5	4	2	2	4	2	11	25	25	189	53.66%
FY 2014 Calls	28	12	8	2	4	0	1	0	1	0	33	44	133	-29.63%

June vs. June Up 76%
YTD Down -29.63%



TOWN OF NANTUCKET
BOARD OF SELECTMEN

ELECTRONIC COMMUNICATIONS POLICY

Effective date: 06/04/2014

Adopted: 06/04/2014

I. Purpose.

This policy is hereby adopted by the Board of Selectmen to ensure compliance with the Massachusetts Open Meeting Law and to avoid the appearance of violations thereof.

II. Scope.

This Policy shall apply to all elected and appointed members of the Town's boards, committees, commissions and councils.

III. Definitions.

Social Media Sites – Web sites that facilitate user participation, networking, and collaboration through the submission of user-generated content. Social media in general includes tools such as: blogs, wikis, and microblogging sites, such as Twitter; social networking sites, such as Facebook, LinkedIn and Pinterest; and video and photo sharing sites, such as YouTube, Instagram, Tumblr and Vine.

Mobile Technology Devices - cell phones, laptop computers, tablet PCs, portable digital assistants (PDA), netbooks, and other mobile electronics that facilitate online communication.

IV. Policy.

Members of municipal boards, commissions, and committees are required to comply with applicable provisions of the state's Open Meeting Law, which defines deliberation as "an oral or written communication through any medium, including electronic mail, between or among a quorum of a public body on any public business within its jurisdiction." The Law applies when members of a public body communicate in a manner that seeks to evade the application of the law. Moreover, members of Town boards should be aware that copies of electronic communications sent or received during the course of a public meeting may be subject to disclosure pursuant to a Public Records Request.

The citizens of Nantucket are entitled to representation and governance that is fair, ethical and in compliance with the letter and spirit of the law. To this end, members of all municipal boards, commissions, and committees shall comply with the following rules when participating in a public meeting:

- 1) Members shall switch all Mobile Technology Devices to silent mode.
- 2) Members shall store Mobile Technology Devices in a location that is out of public view.
- 3) Members shall not use a Mobile Technology Device's voice or voice mail feature.
- 4) Members shall refrain from checking their Mobile Technology Devices for electronic or voice communications.
- 5) Members shall not actively send or retrieve electronic communications; including, but not limited to, e-mail, text messages, and messages, posts or comments on Social Media Sites.
- 6) Members shall not communicate electronically with any other members of the same board during a meeting of the board.

V. Exceptions.

A board or committee member may use a Mobile Technology Device during a meeting for the limited purpose of viewing electronic documents that are included in the meeting agenda or packets during the course of a meeting. Additionally, a member may request permission of the chair or presiding officer to periodically check his/her Mobile Technology Device for the limited purpose of responding to an emergency situation including a personal or family emergency.