

NANTUCKET MEMORIAL AIRPORT COMMISSION

February 24, 2015 Agenda

1. Review and Approve:
 - a. Agenda
 - b. 1/13/15 Draft Minutes
 - c. 1/26/15 Draft Minutes
 - d. Ratify 1/21/15 Warrant
 - e. Ratify 1/28/15 Warrant
 - f. Ratify 2/11/15 Warrant
 - g. Approve 2/25/15 Warrant
2. Public Comment
3. **022613-2** Master Plan and Sustainability Program Update
 - a. GIS Presentation
 - b. **022415-1** Review & Possible Approval of Airport Layout Plan (ALP)
4. Pending Leases/Contracts as Set Forth on Exhibit 1, which Exhibit is Herein Incorporated by Reference
5. Pending Matters
 - a. **042214-2** Formerly Used Defense Site (FUDS) Status
6. **022415-4** Ratify Union Contract 7/1/14 to 6/30/17
7. Finance
 - a. **011315-2** General Fund Repayment Proposal
 - b. **101414-3** FY16 Budget Update
8. **022415-2** Madequecham Valley Road Land Use Issues
9. GA/Admin Building Update
10. **022415-3** Discussion & Possible Approval of Airport Manager's Salary Increase
11. Manager's Report
 - a. Other Project Updates
 - b. RFP/Bid Status
 - c. Operations Update
 - d. Hiring Report
 - e. Statistics
12. Sub-Committee – Reports
13. Commissioner's Comments
14. Public Comment
15. Executive Session – G.L. c.30A, §21
 - a. Review ES minutes of 8/28/12, 9/18/12, 12/4/12, 12/11/12, 2/26/13, 4/23/13, 5/28/13, 8/27/13, 9/10/13, 9/24/13, 10/8/13, 10/22/13, 11/12/13, 12/10/13, 1/14/14, 2/25/14, 3/11/14, 3/25/14, 4/22/14, 6/24/14, 7/15/14, 8/12/14, 9/9/14, 10/14/14, 11/25/14, 12/9/14 for possible release; and 1/13/15 for review and possible release.
 - b. Clause 3 and 6: To consider the purchase, exchange, lease or value of real property and to discuss pending litigation to Gatto v. Town. The Chair has determined that an open session may have a detrimental effect on the negotiating and/or litigation position of the Airport Commission.



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
Anthony G. Bouscaren
Andrea N. Planzer
Jeanette D. Topham

DRAFT

AIRPORT COMMISSION MEETING

January 13, 2015

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, Anthony G. Bouscaren, Jeanette D. Topham, and Andrea N. Planzer.

The meeting took place in the 1st floor meeting room at the Public Safety Facility, 4 Fairgrounds Rd. Nantucket MA.

Airport employees present were: Thomas Rafter, Airport Manager, Jamie Miller, Business and Finance Manager, David Sylvia, Training and Compliance Officer, Lara Hanson, FBO Operations Superintendent, and Janine Torres, Office Manager.

Mr. Drake announced the meeting was being recorded.

Mr. Drake asked for comments on the Agenda. Hearing none, the Agenda was adopted.

Ms. Bouscaren made a **Motion** to approve the 11/18/14 Minutes. **Second** by Ms. Planzer and **Passed** unanimously.

Mr. Gasbarro made a **Motion** to approve the 11/25/14 Minutes. **Second** by Mr. Bouscaren and **Passed** unanimously.

Ms. Planzer made a **Motion** to approve the 12/19/14 Minutes. **Second** by Mr. Gasbarro and **Passed** unanimously.

Ms. Topham made a **Motion** to ratify and the 12/17/14 and 1/7/15 Warrants. **Second** by Mr. Bouscaren and **Passed** unanimously.

Public Comment

None

Pending Contracts and Leases

Mr. Rafter presented the following Leases and Contracts:

- **Aviation Ground Equipment:** \$41,275 contract to purchase one Ground Power Unit (GPU).
- **O Byrne Painting & Contracting:** \$22,800 contract to resurfacing the majority of the 1st floor in the ARFF Building due to water damage. Partial insurance claim resulting in actual cost to Airport of approximately \$12,000.

- **Kevin Conrad Heating & Cooling, Inc.:** \$15,700 contract to complete the replacement of the HVAC Coil in ARFF Building. Original Contract of (\$31,000) had expired prior to work completion.
- **Cooper Crouse Hinds:** \$75,000 3-year contract for airfield lighting supplies.

Mr. Bouscaren made a **Motion** to approve the four contracts. **Second** by Ms. Topham and **Passed** unanimously.

Pending Matters

042214-2 Formerly Used Defense Site (FUDS) Status

Mr. Rafter stated that a letter was sent to the Army Corps of Engineers (ACE) as well as the affected tenants requesting ACE meet with the Airport and the tenants at the site to identify specifically what items need to be relocated.

Finance

011315-1 FY 15 Quarterly Update – 2nd Qtr.

Mr. Rafter presented the FY15 2nd Quarter update noting the fuel revolver graph has since been updated and will be forwarded to the Commissioners. Mr. Rafter reported Expenses are up slightly, Revenue is up significantly, and Debt Service is down noting overall the Airport is doing much better than last year at this time. The Quarterly update will be presented to the Board of Selectmen on Wednesday, February 4, 2015.

011315-2 General Fund Repayment Proposal

Mr. Rafter presented a General Fund (GF) Repayment Proposal (Proposal) drafted by the TON Finance Director showing the total owed by the Airport to the GF is \$4.6M. The Proposal suggests a 20-year payback schedule of \$135K the first year and \$230K for the remaining years; and 20% of the Certified Retained Earnings to be reserved annually.

Discussion led to several recommended edits:

- Add item 4) - Each payment would be subject to the vote of the Airport Commission (or as an alternative, a third party, i.e. the Finance Committee).
- Item 1) - Strike the wording “to be recorded in account #65482-59991” and replace with use the wording “to be recorded in a dedicated account”.

Mr. Rafter added the Airport may need to get State approval because of M.G.L. Chapter 90.

Mr. Rafter will continue to work with Brian Turbitt, Director of Municipal Finance, to draft alternative options for the Commission to review at the next meeting.

101414-3 FY16 Budget Final Review and Approval

Mr. Rafter reported the following revisions to the FY16 Budget:

- Barnstable County Retirement System line item has been reduced slightly.
- Reclassification of automated self-inspection software.
- Indirect Costs have been separated into separate line items.
- Repayment amount to General Fund will be reviewed.
- Budget reflects \$700,000 Passenger Facility Charge (PFC) revenue; however, due to the drop in enplanements, Ms. Miller has done a PFC analysis showing a projection of \$647,000. Mr. Rafter suggests revising that budget line to reflect the projection.

Mr. Rafter is scheduled to present the FY16 Budget to the Board of Selectmen on January 21, 2015 and to FinCom, January 26, 2015.

Mr. Rafter reported that the FY16 cap on the Revolving Fuel Fund was being increased to \$5.5 million noting this increase could have a negative impact on the Operating Budget. After discussing with Mr. Turbitt, Mr. Rafter would prefer to see the cap remain at \$5.3. Mr. Rafter noted lowering the cap requires Annual Town Meeting approval, and raising the cap requires approval from Board of Selectmen and FinCom. Mr. Rafter recommended the average number of fuel sold over the last 12 months should be reviewed to give an indication of what might be the best recommendation.

After further discussion, Mr. Gasbarro made a **Motion** to approve the proposed FY 2016 Budget with an adjustment of the PFC Revenue down to \$647,000 as explained by Mr. Rafter, to move the \$135,000 from the Transfer of General Fund line item to the Contingency Reserve Expense or another dedicated account, and to clarify the Revolving Fund Cap amount. **Second** by Ms. Planzer and **Passed** unanimously.

011315-2 Draft FY14 Audited Financials

Mr. Rafter presented the draft of the FY14 Audited Financial Reports noting a decrease to Net Position by \$1M from FY13.

022613-2 Master Plan and Sustainability Program Update

Mr. Rafter reported the Advisory Committee met on Thursday, December 18, 2014 and shared the voting results matrix for projects ranging from 0 to 5, 6 to 10 and 11 to 20 years out. Projects will need to be prioritized to determine goals and objectives.

A meeting is scheduled for Wednesday, January 14, 2015 with Jacobs Engineering to begin the financial feasibility portion of the Master Plan and review first draft of the Airport Layout Plan (ALP). Information will be sent out to the Commission for review. The two documents the FAA must approve are the Aviation Forecast and the Airport Layout Plan (ALP).

During discussion Mr. Gasbarro recalled the Coastal Management Initiative was reduced to \$10K and suggested the Fly Friendly Mitigation Measures at \$25K was too high as well. Mr. Rafter concurred and will instruct Jacobs to edit.

012213-1 Carbon Neutral Program Update

Mr. Rafter reported there are concerns over mitigation requirements necessary for the solar portion of the program. Mr. Karberg, Environmental Coordinator, was meeting with the Nantucket Land Bank along with Honeywell's sub-consultant VHB, to see if the Land Bank would be amenable to land mitigation. Cost for mitigation needs to be considered even with a favorable outcome.

011315-1 Air Traffic Control Tower (ATCT) Modernization Project Update

Mr. Rafter reported the procurement has been temporarily cancelled due to FAA concerns regarding the scheduling, permitting, and the duration of the mobile tower on the commercial ramp. The filed sub-bids were returned unopened to the bidders. The project will be re-bid with a construction start date of October.

Mr. Rafter is working with Brian Turbitt to determine if a separate Article at Town Meeting will be needed or if an additional \$825,000 can be appropriated through an existing Article.

Manager's Report

Other Project Updates – Mr. Rafter reported:

- **GA/Admin Building Update** – Funding balance is being finalized in order to draft a letter to the Surety to expedite the final pay requisition and project close-out.
- **Brush Cutting** of 36 acres, in lieu of a control burn, is complete.

- **Airport Rescue and Fire Fighting (ARFF) Building** - The floor resurfacing project is to begin soon; and there are issues with heating, a foam tank leak, and a broken air compressor.
- **Security Project** – The installation of the commercial ramp light pole is about 2 weeks out.
- **Website** – The transition to the new website should be accomplished by mid-February.

RFP/RFQ Update - Mr. Rafter reported:

- Sun Island Road parcels preliminary review indicates there are 4½ to 5 acres available. Mr. Rafter will speak with Planning and Land Use Service (PLUS) regarding language that will need to be used in terms of permitting that will be required.
- Aircraft tug bid documents are in process.

Operations – Mr. Rafter reported:

- Letters have been sent to Massachusetts Legislators encouraging them to support the Passenger Facility Charges (PFC) changes and the Airport Improvement Plan (AIP) authorization.
- Airport related Warrant Articles for the Annual Town Meeting include the standard financial articles, Air Traffic Control Tower, Carbon Neutral, Fuel Revolver, Union Agreement, long term lease authorization for the Airport Gas parcel, zoning, pending real estate transaction and some Citizen Articles.
- Consultant, Don Jacobs has sent surveys to other Airports requesting information on classifying their job descriptions.
- Airport Certification Inspection – Part 139 is scheduled for June 10-12, 2015.
- There was a leak in the Fire Suppression System due to the freeze and is being repaired.
- Internal Rates and Charges Workshop on Friday, January 16, 2015, 12:00-3:00pm.

Request for Travel – Mr. Rafter asked permission to attend two upcoming conferences:

- Routes America – Denver, CO - February 1-3, 2015
- American Association of Airport Executive (AAAE) annual conference - Philadelphia, June 7-10, 2015.

Mr. Bouscaren made a **Motion** to approve travel for Mr. Rafter. **Second** by Ms. Planzer and **Passed** unanimously.

Hiring Report – Mr. Rafter announced John Davis has retired after 22 years of service leaving a custodial position available.

November Statistics

- Operations are down 16.68% over 11/2013. Year-to-date down 7.30%.
- Enplanements are down 13.31% over 11/2013. Year-to-date down 2.94%.
- Jet A Gallons sold are down 10% over 11/2013. Year-to-date up 1.14%.
- AvGas Gallons sold is up 20% over 11/2013. Year-to-date down 6.26%.
- Freight is down 13% over 11/2013. Year-to-date down 1.48%.
- Noise Complaints filed was 3.

December Statistics

- Operations are down 2.54% over 12/2013. Year-to-date down 6.84%.
- Enplanements are down 5.07% over 12/2013. Year-to-date down 3.08%.
- Jet A Gallons sold are down 15% over 12/2013. Year-to-date up .59%.
- AvGas Gallons sold are down 6% over 12/2013. Year-to-date down 6.25%.

- Freight is down 12% over 12/2013. Year-to-date down 2.86%.
- Noise Complaints filed was 4.

Sub-Committee Reports

Mr. Drake reported Long Range Plans Sub-Committee met on Wednesday, December 17, 2014 discuss the upcoming Master Plan Advisory Group.

Commissioners Comments

Ms. Topham was asked to deliver a letter from the Commission on Disability regarding an incident that occurred at the Airport in October 2014 with a handicap accessible taxi.

This reminded Mr. Rafter to report that the Airport Ambassador Program has been removed from the Visitor Services Budget by the Board of Selectman.

After some discussion the date of February 24, 2014 will be the next Commission meeting.

Public Comment

None

Having no further business for Open Session, Mr. Gasbarro made a **Motion** to adjourn into Executive Session, under G.L.c.30A, §21, to review the Executive Session minutes as enumerated on the agenda; and under 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, not to return to Open Session. **Second** by Mr. Bouscaren and **Passed** by the following roll call vote:

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

Meeting adjourned at 6:35 pm.

Respectfully submitted,

Janine M. Torres, Recorder

Master List of Documents Used
 1/13/15 Agenda including Exhibit 1
 11/18/14 Draft Minutes
 11/25/14 Draft Minutes
 12/9/14 Draft Minutes
 12/17/14 Warrant Approval Sheet
 1/7/15 Warrant Approval Sheet
 Aviation Ground Equipment Contract
 O Byrne Painting & Contracting Contract
 Kevin Conrad Heating & Cooling Contract
 Cooper Crouse Hinds Contract

ACE Remedial Investigation Letter dated 12/23/14
 FY2015 2nd Qtr. Airport Enterprise Update w/revision
 Draft Proposal for Payback to GF - Handout
 FY2016 Budget – Revised 1/13/15
 Draft FY2014 Audited Financials
 1.6.15 Email Richardson to Rafter re Master Plan Priority Sheets
 Advisory Group Preference Ratings 0-5 Yrs., 6-10 Yrs., 11-20 Yrs.
 1/9/15 Email from Torres to Commission re ATCT Procurement
 PFC/AIP Letters to Sen. Warren & Rep Keating dated 1/7/15
 Airport Hiring Report dated 1/13/15
 Routes America 2015 Conference Information
 AAAE 87th Annual Conference Information
 11/2014 and 12/ 014 Statistics - Handout

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14 Airport Road
Nantucket Island, Massachusetts 02554

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



Commissioners
Daniel W. Drake, Chairman
Arthur D. Gasbarro, Vice Chair
Anthony G. Bouscaren
Andrea N. Planzer
Jeanette D. Topham

DRAFT

AIRPORT COMMISSION MEETING
Special Meeting
January 26, 2015

The meeting was called to order at 9:15am by Chairman Daniel W. Drake with the following Commissioners present: Anthony G. Bouscaren, Jeanette D. Topham, and Andrea N. Planzer.

Vice Chair, Arthur D. Gasbarro was absent.

The meeting took place in the 2nd floor meeting room at the Nantucket Memorial Airport, General Administration Building, 14 Airport Rd. Nantucket MA.

Airport employees present were: Thomas Rafter, Airport Manager and Mae Williams, Administrative Assistant.

Mr. Drake announced the meeting was being recorded.

Mr. Drake asked for comments on the Agenda. Hearing none, the Agenda was adopted.

Public Comment

None

Pending Contracts and Leases

Mr. Rafter presented the following Contracts:

- **MHQ Supply** – Amendment 1 to the Contract to extend the expiration date from 2/1/15 to 4/30/15 for the purchase of new Operations F250 Pick-up.
- **Honeywell International, Inc.** – Amendment 1 to the Contract to extend the expiration date from 1/31/15 to 4/30/15 for the Carbon Neutral Program Investment Grade Audit.

Mr. Bouscaren made a **Motion** to approve the contracts amendments. **Second** by Ms. Topham and **Passed** unanimously.

011315-2 General Fund Repayment Terms

Mr. Rafter reported that the Agreement needs to be put in layman's terms. He further stated that there are two (2) parts to the Agreement:

- A. Guarantee \$230,000 to be taken annually from Retained Earnings for 20 years.
- B. Reduce the Time frame

Discussion continued regarding the requirement that the agreement must be approved by the State before it becomes effective and certain stipulations with the Federal Aviation Administration (FAA) for the time frame of repayment that needs to be met. Commissioners agreed to stay the course of original outline of the repayment proposal.

Having no further business, Mr. Bouscaren made a **Motion** to adjourn the meeting. **Second** by Ms. Planzer and **Passed** unanimously.

Respectfully submitted,

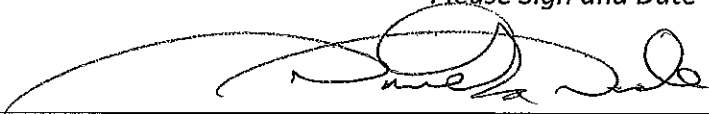
Mae R. Williams
Recorder

Master List of Documents
1/26/15 Agenda
MHQ Supply Contract Amendment
Honeywell International Contract Amendment
Town of Nantucket Repayment Agreement Proposal



Warrant 01/21/2015

Please Sign and Date



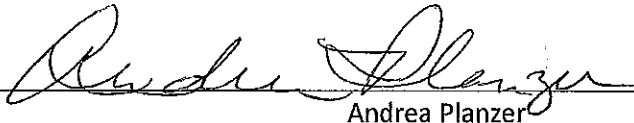
1/15/14

Daniel Drake



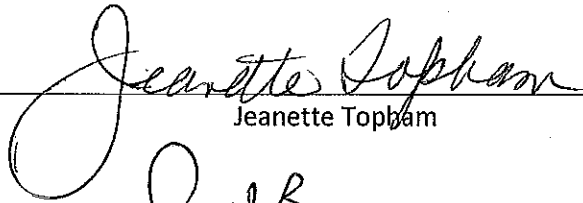
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Arthur Gasbarro



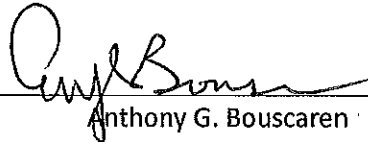
1/12/14

Andrea Planzer



1/12/14

Jeanette Topham



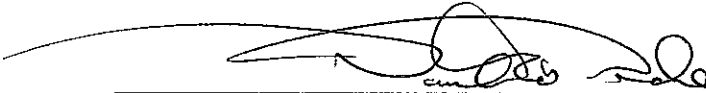
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Anthony G. Bouscaren

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Batch# <u>3074</u>	Total <u>42,462.40</u>	Batch Date <u>01/07/15</u>	Initial <u>JD Yeh RP AG AD</u>
Batch# <u>3098</u>	Total <u>13,872.49</u>	Batch Date <u>01/08/15</u>	Initial <u>DD Yeh RP AG AD</u>
Batch# <u>3108</u>	Total <u>135,378.27</u>	Batch Date <u>01/09/15</u>	Initial <u>JD Yeh RP AG AD</u>
Batch# <u>3108</u>	Total <u>675</u>	Batch Date <u>1/9/15</u>	Initial <u>DD Yeh RP AG AD</u>
Batch# _____	Total _____	Batch Date _____	Initial _____
Batch# _____	Total _____	Batch Date _____	Initial _____
Batch# _____	Total _____	Batch Date _____	Initial _____
Batch# _____	Total _____	Batch Date _____	Initial _____

Warrant 02/11/2015

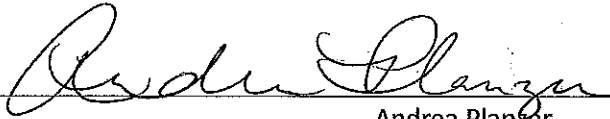
Please Sign and Date



2/11/15

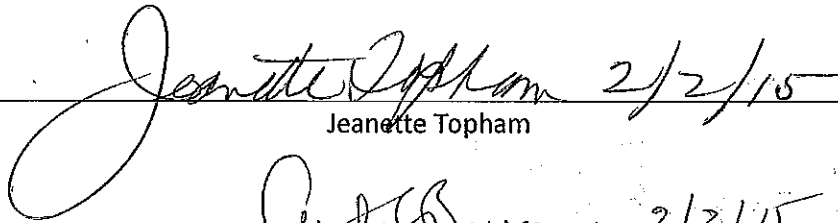
Daniel Drake

Arthur Gasbarro



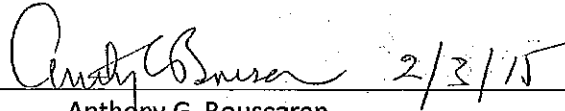
2/3/15

Andrea Planzer



2/2/15

Jeanette Topham




2/3/15

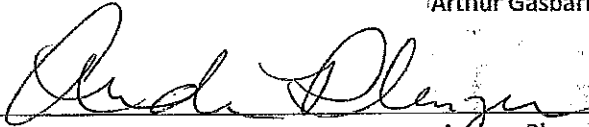
Anthony G. Bouscaren

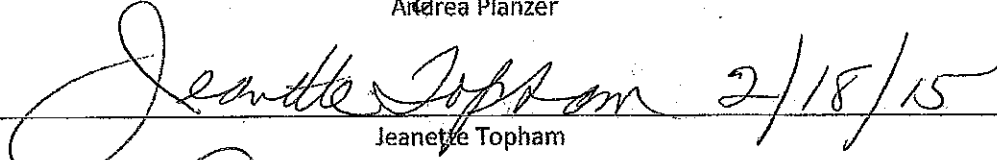
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Batch# <u>3221</u>	Total <u>49,172.54</u>	Batch Date <u>1/30/14</u>	Initial <u>JDTan AP</u>	<u>W</u>
Batch# <u>3222</u>	Total <u>25,875.09</u>	Batch Date <u>1/30/14</u>	Initial <u>JDTan AP</u>	<u>W</u>
Batch# <u>3223</u>	Total <u>470.60</u>	Batch Date <u>1/30/14</u>	Initial <u>JDTan AP</u>	<u>W</u>
Batch# _____	Total _____	Batch Date _____	Initial _____	_____
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Batch# _____	Total _____	Batch Date _____	Initial _____	_____
Batch# _____	Total _____	Batch Date _____	Initial _____	_____
Batch# _____	Total _____	Batch Date _____	Initial _____	_____


Warrant 02/25/2015

Please Sign and Date

 2/17/2015
Daniel Drake

Arthur Gasbarro
 2/18/15 *pending approval of batch 3310*
Andrea Planzer

 2/18/15
Jeanette Topham


Anthony G. Bouscaren

Batch#	Total	Batch Date	Initial
3300			
3309	38,568.62	2/12/15	ASTAR
3310	262,549.12	2/12/15	ASTAR
3312	19,429.90	2/12/15	ASTAR
3314	9,204.39	2/13/15	ASTAR
3315	1,247.75	2/13/15	ASTAR

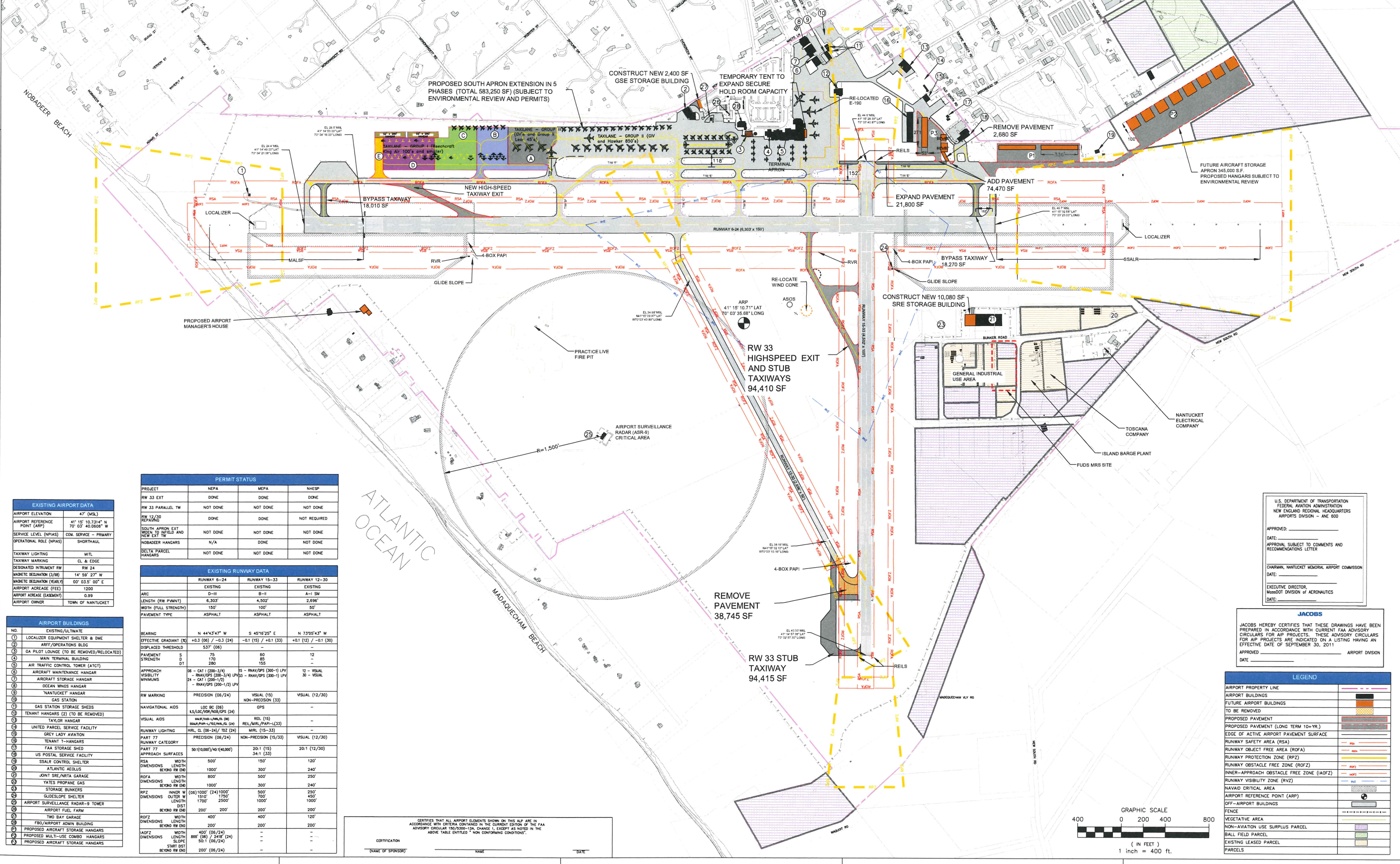
pending approval of 2 invoices

DESCRIPTION	EXISTING / PLANNED	STANDARD	REMARKS	DATE APPROVED
T/W E/W F SEPARATION	125' (EXISTING)	AC 150/3000-13 TABLE 2-3. MIN. CENTERLINE SEPARATION FOR GROUP II IS 100'	ANALYSIS TO BE PERFORMED UNDER A SEPARATE STUDY OF LATER DATE.	
R/W E SAFETY AREA LENGTH & MARKING	100' (EXISTING)	AC 150/3000-13 TABLE 2-3. R/W LENGTH FOR GROUP II IS 1000'	ANALYSIS PERFORMED UNDER A SEPARATE STUDY OF LATER DATE. 2/15/2015	9/12/2010
R/W 10-33 WIDTH	100' (EXISTING)	AC 150/3000-13 TABLE 2-3. R/W WIDTH FOR R-1 WITH 20% W. MOBILITY IS 75'	APPROVED AS PER ADP NO. 3-20-0033-16. 7/20/2003. PERMIT 10-33.	11/21/04

CERTIFIES THAT ALL AIRPORT ELEMENTS SHOWN ON THIS ALP ARE IN ACCORDANCE WITH THE CRITERIA CONTAINED WITHIN THE CURRENT EDITION OF FAA ADVISORY CIRCULAR AC150/5000-13A, CHANGE ONE DATED 2/26/2014 EXCEPT WHERE NOTED AS SUBSTANDARD, ABOVE.

CERTIFICATION

(NAME OF SPONSOR) _____ NAME _____ DATE _____



EXISTING AIRPORT DATA	
AIRPORT ELEVATION	47' (MSL)
AIRPORT REFERENCE POINT (ARP)	41° 15' 10.734" N 70° 03' 40.0608" W
SERVICE LEVEL (NPAS)	CON. SERVICE - PRIMARY
OPERATIONAL ROLE (NPAS)	SHORTHAUL
TAXIWAY LIGHTING	MIL
TAXIWAY MARKING	CL & EDGE
DESIGNATED INTRUSION RW	RW 24
MAGNETIC DECLINATION (DIRM)	14° 58' 27" W
MAGNETIC DECLINATION (GMR)	00° 03' 50" E
AIRPORT ACRES (FEE)	1200
AIRPORT ACRES (BASEMENT)	0.99
AIRPORT OWNER	TOWN OF NANTUCKET

PERMIT STATUS			
PROJECT	NEPA	MEPA	NHESP
RW 33 EXT	DONE	DONE	DONE
RW 33 PARALLEL TW	NOT DONE	NOT DONE	NOT DONE
RELOCATED	DONE	DONE	NOT REQUIRED
SOUTH APRON EXT AND NEW EXT TW	NOT DONE	NOT DONE	NOT DONE
NOBADER HANGARS	N/A	DONE	NOT DONE
DELTA PARCEL HANGARS	NOT DONE	NOT DONE	NOT DONE

EXISTING RUNWAY DATA			
	RUNWAY 6-24	RUNWAY 15-33	RUNWAY 12-30
ARC	EXISTING	EXISTING	EXISTING
LENGTH (RW PAVMT)	6,303'	4,502'	2,698'
WIDTH (FULL STRENGTH)	150'	100'	80'
PAVEMENT TYPE	ASPHALT	ASPHALT	ASPHALT

AIRPORT BUILDINGS	
NO.	EXISTING/ULTIMATE
1	LOCALIZER EQUIPMENT SHELTER & DME
2	ARRF/OPERATIONS BLDG
3	GA PILOT LOUNGE (TO BE REMOVED/RELOCATED)
4	MAIN TERMINAL BUILDING
5	AIR TRAFFIC CONTROL TOWER (ATCT)
6	AIRCRAFT MAINTENANCE HANGAR
7	AIRCRAFT STORAGE HANGAR
8	OCEAN WINDS HANGAR
9	NANTUCKET HANGAR
10	GAS STATION
11	TENANT HANGARS (2) (TO BE REMOVED)
12	TAYLOR HANGAR
13	UNITED PARCEL SERVICE FACILITY
14	GREY LADY AVIATION
15	TENANT T-HANGARS
16	FAA STORAGE SHED
17	US POSTAL SERVICE FACILITY
18	GAS CONTROL SHELTER
19	ATLANTIC AEGULUS
20	JOINT FIRE/FIRTA GARAGE
21	TATES PROPANE GAS
22	STORAGE BUNKERS
23	GLIDESLOPE SHELTER
24	AIRPORT SURVEILLANCE RADAR-S TOWER
25	AIRPORT FUEL FARM
26	TWO BAY GARAGE
27	FBO/AIRPORT ADMIN BUILDING
28	PROPOSED AIRCRAFT STORAGE HANGARS
29	PROPOSED MULTI-USE COMBO HANGARS
30	PROPOSED AIRCRAFT STORAGE HANGARS

CERTIFIES THAT ALL AIRPORT ELEMENTS SHOWN ON THIS ALP ARE IN ACCORDANCE WITH THE CRITERIA CONTAINED IN THE CURRENT EDITION OF THE FAA ADVISORY CIRCULAR 150/5000-13A, CHANGE 1, EXCEPT AS NOTED IN THE ABOVE TABLE ENTITLED "NON CONFORMING CONDITIONS".

CERTIFICATION

(NAME OF SPONSOR) _____ NAME _____ DATE _____

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
NEW ENGLAND REGIONAL HEADQUARTERS
AIRPORTS DIVISION - ANE 800

APPROVED: _____
DATE: _____
APPROVAL SUBJECT TO COMMENTS AND RECOMMENDATIONS LETTER

CHAIRMAN, NANTUCKET MEMORIAL AIRPORT COMMISSION
DATE: _____

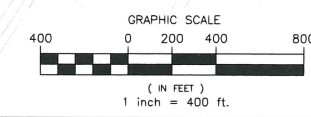
EXECUTIVE DIRECTOR,
MassDOT DIVISION OF AERONAUTICS
DATE: _____

JACOBS

JACOBS HEREBY CERTIFIES THAT THESE DRAWINGS HAVE BEEN PREPARED IN ACCORDANCE WITH CURRENT FAA ADVISORY CIRCULARS FOR AIP PROJECTS. THESE ADVISORY CIRCULARS FOR AIP PROJECTS ARE INDICATED ON A LISTING HAVING AN EFFECTIVE DATE OF SEPTEMBER 30, 2011.

APPROVED _____ AIRPORT DIVISION
DATE _____

LEGEND	
AIRPORT PROPERTY LINE	---
AIRPORT BUILDINGS	█
FUTURE AIRPORT BUILDINGS	█
TO BE REMOVED	█
PROPOSED PAVEMENT	█
PROPOSED PAVEMENT (LONG TERM 10+YR.)	█
EDGE OF ACTIVE AIRPORT PAVEMENT SURFACE	---
RUNWAY SAFETY AREA (RSA)	---
RUNWAY OBJECT FREE AREA (ROFA)	---
RUNWAY PROTECTION ZONE (RPZ)	---
RUNWAY OBSTACLE FREE ZONE (ROFZ)	---
INNER-APPROACH OBSTACLE FREE ZONE (IAOFZ)	---
RUNWAY VISIBILITY ZONE (RVZ)	---
NAVAID CRITICAL AREA	---
AIRPORT REFERENCE POINT (ARP)	○
OFF-AIRPORT BUILDINGS	█
FENCE	---
VEGETATIVE AREA	█
NON-AVIATION USE SURPLUS PARCEL	█
BALL FIELD PARCEL	█
EXISTING LEASED PARCEL	█
PARCELS	█



ULTIMATE AIRPORT
LAYOUT PLAN
DRAFT

Rev.	Description	Date	Appr.

Designed by:	WER	Drawn:	1/19/2015	Rev.	
Drawn by:	KLH	Design file no.:			
Reviewed by:	WER	Drawing code:			
Submitted by:		File name:	January 2015		
		Plot date:	January 2015		
		Plot scale:	1"=400'		

NANTUCKET MEMORIAL AIRPORT
MASSACHUSETTS

JACOBS
TWO EXECUTIVE PARK DRIVE
SUITE 205
BEDFORD, NH 03110

Sheet reference number:
3
3 OF 10

EXHIBIT 1
PENDING LEASES/CONTRACTS/AGREEMENTS
February 24, 2015

Type of Agreement/Description	With	Amount	Other Information	Source of Funding
Contract	Jacobs Engineering Group	\$9,408	Professional Services Associated with Specifications/Bidding SRE Snow Blower	FY 16 Capital
Contract Amendment	Jacobs Engineering Group	\$13,258	ATCT Modernization Design Amendment 2 Costs Associated with Re-Bidding	Capital
Contract	ENE Systems Inc	\$13,509	HVAC Systems Service & Repair Expires 6/30/15	Operating
Contract Amendment	Scheidt & Bachmann	\$5,200	Amendment 1 to Increase Not to Exceed Amount to \$30,200 Expires 10/31/15	Capital
Contract Amendment	MHQ-Supply	\$645	Amendment 1 to Increase Amount to \$57,390 Addition of Communication Console/Radio	Capital
Contract Amendment	O Byrne Painting & Contracting	\$3,800	Increase to \$26,000 Increase additional scope to fill in Expansion Joints	Operating
Contract	Passur Aerospace, Inc.	\$79,200	Passur Portal (FAA Feed) and Passur Archives For Noise Monitoring - 3 Yr Term Expiring 1/2018	Operating
Contract	Exelis, Inc.	\$45,000	"PublicView" Flight Tracking Software Three Year Term Expiring 2/2018	Operating

Pending as of Meeting Posting Date

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF NANTUCKET, MASSACHUSETTS
AND
JACOBS ENGINEERING GROUP INC.
FOR
PURCHASE SNOW REMOVAL EQUIPMENT (SRE) SNOW BLOWER**

This AGREEMENT made this ____ day of _____, 2015 between Jacobs Engineering Group Inc., a Massachusetts corporation with a usual place of business at 343 Congress Street, Boston, MA 02210, hereinafter called the "ENGINEER" or "CONTRACTOR", and the TOWN of Nantucket acting by and through its Airport Commission, with a usual place of business at Nantucket Municipal Airport, 14 Airport Road, Nantucket, MA 02554, hereinafter called the TOWN.

The ENGINEER and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The ENGINEER shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the PURCHASE SNOW REMOVAL EQUIPMENT (SRE) SNOW BLOWER, in accordance with the Scope of Services set forth in Exhibit A ("The Work" or "work").

2. Contract Price

The TOWN shall pay the ENGINEER for the performance of this Agreement, subject to any additions and deductions provided for herein, in current funds, the sum of **\$9,408.00**. The contract is funded as follows: 90% (\$8,467.20) by the Federal Aviation Administration ("FAA"); 5% (\$470.40) by the Massachusetts Department of Transportation Aeronautics Division (MassDOT) under the Federal AIP; and 5% (\$470.40) by the TOWN of Nantucket. The breakdown of fees is shown in more detail in the attached articles A, B, C, and D.

3. Commencement and Completion of Work

- A. The ENGINEER shall commence and prosecute the work under this Agreement upon execution hereof and shall begin performance of the work on or before February 24, 2015.
- B. Progress and Completion: ENGINEER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion within the stipulated number of calendar days.

4. Performance of the Work

A. Standard of Care: The ENGINEER warrants that it shall perform the Work in a manner that at a minimum is equivalent to the level of skill and attention rendered by the engineering/design profession for projects similar to the Project in scope, difficulty and location. The ENGINEER shall be solely responsible for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work:

- (1) The ENGINEER shall be responsible to the TOWN for the acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the ENGINEER. Consistent with the standard of care referenced in paragraph A. above, the ENGINEER shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work or services furnished by him or its consultants and subcontractors. The ENGINEER shall perform its work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The ENGINEER shall not employ additional consultants not named in its proposal to the TOWN, nor sublet, assign or transfer any part of its services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the ENGINEER from its responsibility for the professional and technical accuracy and coordination of all data, designs, drawings, specifications, estimates and other work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The ENGINEER and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement, including those of the Massachusetts Highway Department and the Department of Environmental Protection.
- (5) The ENGINEER shall not be relieved from its obligations to perform the Work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the ENGINEER.

(6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

C. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the ENGINEER shall become the property of the TOWN upon payment in full therefor to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp. Any re-use of such documents without the ENGINEER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the ENGINEER or to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.

D. Notices, Compliance With Laws:

(1) The ENGINEER shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority relating to the performance of the Work. The ENGINEER shall provide the TOWN with reproductions of all permits, licenses and receipts for any fees paid.

(2) If the ENGINEER observes that any of the TOWN's design schemes, outlines or goals are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the TOWN in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) In the performance of the Work, the ENGINEER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. ARTICLE NOT USED

6. Payments to the Contractor

A. The TOWN shall make payment to the ENGINEER, monthly, upon approval of the ENGINEER's requisitions therefor. All requisitions shall be in the same

proportionate amount of the Contract Price as the proportion of the work completed to the total scope of work.

- B. If there is a material change in the scope of work, the TOWN and the ENGINEER shall mutually agree to an adjustment in the Contract Price and/or schedule, as the case may be, before ENGINEER will be required to perform any such additional services. Delay of one year or more by the TOWN plus a significant change in the estimated construction cost will be considered a change in the scope of work.
- C. If the TOWN authorizes the ENGINEER to perform additional services, the ENGINEER shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the ENGINEER shall not perform any additional services until such compensation has been so established. In the case of an emergency, if the ENGINEER is requested to perform additional work without a fully executed change order, the ENGINEER shall be entitled to an equitable adjustment in the contract price and extension of time. The ENGINEER shall bear responsibility for any costs or charges related to changes or services in connection with change orders and change directives which are necessitated by a lack of reasonable clarity, deficiencies or conflicts in the construction documents or other errors or omissions of the ENGINEER, or which result from existing conditions encountered which should have been anticipated by the ENGINEER based on reasonable investigation of the Project site.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the ENGINEER shall be reimbursed by the TOWN: (a) at 1.1 times the actual cost to the ENGINEER of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the TOWN; (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

The acceptance of final payment by the ENGINEER shall constitute a waiver of all claims by the ENGINEER arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

- A. General Liability: The ENGINEER shall defend, indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, such claims, damages, losses, and expenses are caused by the negligent or wrongful acts or omissions of the ENGINEER or its employees, agents, subcontractors or representatives.
- B. Professional Liability: The ENGINEER shall defend, indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorneys' fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the ENGINEER's services, when such claims, damages, losses, and expenses are caused by the negligent or wrongful acts, errors or omissions of the ENGINEER or its employees, agents, subcontractors or representatives.
- C. The ENGINEER's obligation to defend, indemnify or hold harmless the TOWN under this Paragraph shall not extend to any portion of a claim, damage, loss or expense that is caused by the negligent or wrongful acts or omissions of the TOWN.

11. Insurance

- A. The ENGINEER shall at its own expense obtain and maintain insurance of the following types:

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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Since its insurance is normally written on a year-to-year basis, the ENGINEER shall notify the TOWN should coverage become unavailable.

- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.
- C. The ENGINEER shall also carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- D. Prior to commencement of any work under this Agreement, the ENGINEER shall provide the TOWN with Certificates of Insurance or other evidence of insurance coverage which include the TOWN as an additional named insured on the ENGINEER's Comprehensive General Liability and Automobile Liability policies and which include a thirty day notice of cancellation to the TOWN. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- E. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of its Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination

A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven (7) days' notice to the party in default and the failure within that time of said party to cure its default, or if the cure cannot be completed within seven (7) days, the failure to commence and diligently pursue the work to complete the cure, provided however, that the cure period shall not exceed 120 calendar days unless agreed to in writing by the Parties.

B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the ENGINEER. Upon receipt of a notice of termination, the ENGINEER shall cease to incur additional expenses in connection with the Agreement. The ENGINEER shall be entitled to compensation for all satisfactory work completed prior to the termination date

as determined by the TOWN. Such payment shall not exceed the fair value of the services provided hereunder.

14. Miscellaneous

- A. Royalties and Patents: The ENGINEER shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the TOWN harmless from loss on account thereof, except that the shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified by the TOWN; but if the ENGINEER believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the TOWN, and thereafter the TOWN insists on the use of the design, process or product specified.
- B. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. Independent Contractor: The parties acknowledge that the ENGINEER is acting as an independent contractor for all work and services rendered pursuant to this Agreement and that it shall not be considered an employee or agent of the TOWN for any purpose.
- E. Complete Agreement: This Agreement contains a complete statement of the undertakings between the parties with respect to the matter set forth herein. This Agreement cannot be changed or terminated, and this Agreement supersedes all prior agreements and undertakings, both oral and written, between the parties. There are no representations not set forth in this Agreement which have been relied upon by either party.
- F. Severability: If any portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provision shall nevertheless remain in full force and effect. This Agreement has been negotiated by the parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against any party.
- G. No Waiver: No waiver of any breach of any provision of this Agreement by either party hereto shall constitute a waiver of the Agreement. The failure of a party to enforce, at any time or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

15. ENGINEER'S Assurances: ENGINEER hereby represents and warrants:

- A. Compliance with Regulations. The ENGINEER shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation "DOT" Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time hereinafter referred to as the Regulations, which are herein incorporated by reference and made a part of this Agreement.
- B. Nondiscrimination. The ENGINEER, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontracts. In all solicitations by competitive bidding or negotiation made by the ENGINEER for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the ENGINEER of the ENGINEER's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The ENGINEER shall provide all information and reports required by the Regulations, directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the TOWN, the FAA, or the Massachusetts Department of Transportation Aeronautics Division to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the TOWN, the FAA, or the Massachusetts Department of Transportation Aeronautics Division as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the ENGINEER's noncompliance with the nondiscrimination provisions of this Agreement, the TOWN shall impose such contract sanction as are appropriate, including but not limited to:
 - (1) withholding of payments to the ENGINEER under the contract until the contractor complies, and/or
 - (2) cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. The contractor shall include the provisions of paragraphs "a" through "e" in every subcontract, including procurement of

materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The ENGINEER shall take such action with respect to any subcontract or procurement as the TOWN, the FAA, or the Massachusetts Department of Transportation Aeronautics Division may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event an ENGINEER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the ENGINEER may request the TOWN to enter into such litigation to protect the interests of the TOWN and/or the interests of the United States and the Commonwealth of Massachusetts.

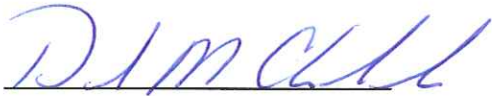
- G. 49 CFR Part 26. The contractor, sub-recipient or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- H. DBE Obligation. The ENGINEER agrees to ensure that minority and women business enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

CERTIFICATION OF ENGINEER – FAA

I hereby certify that I am an Operations Manager and duly authorized representative of Jacobs Engineering Group Inc., whose address is 343 Congress Street, Boston, Massachusetts 02210, and that neither I nor the above firm I here represent has:

- a. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and Federal laws, both criminal and civil.



David M. Chamberlain
Operations Manager

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

JACOBS ENGINEERING GROUP INC.

By: DMC

Name: David M. Chamberlain

Title: Operations Manager

TOWN OF NANTUCKET
AIRPORT COMMISSION

By: _____

Name: _____

Title: _____

By: _____

NAME: _____

Title: _____

By: _____

Name: _____

Title: _____

TOWN OF NANTUCKET
TOWN FINANCE DIRECTOR

By: _____

Name: _____

Title: _____

**MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
AERONAUTICS DIVISION
CONTRACT APPROVAL**

The Massachusetts Department of Transportation Aeronautics Division, this _____ day of _____, 2015, hereby approves this Contract between the Town of Nantucket acting by and through its Nantucket Airport Commission and Jacobs Engineering Group, Inc., in the amount of \$9,408.00 for consultant services in connection with:

“PURCHASE SNOW REMOVAL EQUIPMENT (SRE) SNOW BLOWER”

This approval is granted in accordance with Section 51K, Chapter 90 of the General Laws of Massachusetts, as amended, and in no way makes the Massachusetts Department of Transportation Aeronautics Division a party to the Contract or in any way interferes with the right of either principal here above, and is not to be considered as a commitment of funding unless so voted by the Massachusetts Department of Transportation Aeronautics Division.

Christopher J. Willenborg
Aeronautics Division Administrator
Massachusetts Department of Transportation Aeronautics Division

December 13, 2014 (12/13/14)
Exhibit A – Scope of Work
Nantucket Memorial Airport
AIP No. 3-25-0033-62-2015
“Purchase Snow Removal Equipment (SRE) Snow Blower Truck”

I. EXHIBIT A - SCOPE

A. Article A – Data Collection

1. Review the current applicable FAA Advisory Circulars associated with the procurement of SRE equipment.
2. Review Nantucket Airport’s needs and requests for Snow Removal Equipment including updating the Justification Worksheet. The review will be based on the listing of the latest FAA Advisory Circulars.
3. Prepare one (1) State pre-application.
4. Prepare Clearinghouse Letters to be submitted to the proper agencies.
5. One meeting will be conducted in Nantucket to meet with the Airport Manager and SRE Department Staff to review the needs and characteristics of the SRE truck. Two follow up tel-con meetings will be completed beyond the first meeting.
6. Conduct Quality Assurance/Quality Control (QA/QC) checks.

B. Article B - Preliminary/Final Specifications and Documents

1. The Engineer will prepare preliminary and final contract documents and technical specifications for Federal Aviation Administration, Massachusetts Department of Transportation Aeronautics Division, and Nantucket Memorial Airport review.
2. The technical specifications will be written for the acquisition of one Snow Removal Equipment (SRE) snow blower in accordance with current FAA Advisory Circulars. Bid documents will be prepared.
3. Conduct Quality Assurance/Quality Control (QA/QC) checks on bid documents.

C. Article C – Bidding & Contract Arrangements

1. The Engineer will prepare contract documents to be executed between the equipment suppliers and the Airport.
2. Prepare an “Invitation to Bid”, including all forms for advertisement, bid proposals, contract bonds, labor and DBE requirements and other contract documents needed to solicit public bids for the procurement of equipment. The Owner shall be responsible for the cost of all public advertisements required including all newspapers in which the advertisement is placed. The Invitation to Bidders will be

advertised in the Goods and Services Bulletin, and the local newspaper of record. Advertising will be coordinated with the Airport Administration, as applicable.

3. Attend bid opening; review bids received, and prepare and submit recommendation letters.
4. Manage and maintain lists of plan holders for each separate contract.
5. Conduct Quality Assurance/Quality Control (QA/QC) checks.

D. Article D – General Administration

1. The Engineer will prepare one FAA and State grant application.
2. The Engineer will prepare the FAA and State pay requests. Two (2) are assumed.
3. Prepare the required FAA/State project closeout reports. This includes summary of the work performed and associated costs.
4. The Engineer will prepare the FAA Project Readiness Form.
5. Assist the Airport with one on-site meeting to inspect the vehicle upon delivery to the airport.
6. Retain project-related records
7. Conduct Quality Assurance/Quality Control (QA/QC) checks.

PROJECT SCHEDULE:

Engineering Contracts	January 2015
Prepare SRE Bid Documents	February 2015
Submit SRE Bid Documents for Review	March 2015
Advertise/Bid SRE Project	April 2015
Submit FAA and State Grant Applications	May 1, 2015
Anticipated Award to SRE Vendor	August 2015
Anticipated delivery of SRE	December 2015

Jacobs Engineering Group, Inc.

JOB HOUR AND FEE ESTIMATE

Nantucket Memorial Airport

PROJECT: Purchase Snow Removal Equipment (SRE) Snow Blower Truck

EXHIBIT B - FEE SUMMARY

	<u>Hours</u>	<u>Fee</u>
Lump Sum		
Article A - Data Collection	18	\$ 2,278
Article B - Bid Documents	27	\$ 2,912
Article C - Bidding & Contract Arrangements	16	\$ 2,138
Article D - General Administration	24	\$ 2,081
Total Lump Sum Fee	85	\$ 9,408

Nantucket Memorial Airport

PROJECT: Purchase Snow Removal Equipment (SRE) Snow Blower Truck

TASK: Article C - Bidding & Contract Arrangements

	WORK ITEM	PRINC. IN CHARGE	PROJ. MGR	SR ENGR	ENGR	CADD	Word Proc.	TOTAL
1	Prepare Contracts between ACK and Vendor				2			2
2	Prepare Advertisement for Bids				1			1
3	Attend Bid Opening, Review Bids and Letter of Recommendation		8		2			10
4	Manage and Maintain Planholders List				2			2
5	QA/QC		1					1
	TOTAL HOURS	0	9	0	7	0	0	16
	RATE	\$95.00	\$61.00	\$45.00	\$30.00	\$30.00	\$20.00	-----
	PAYROLL ESTIMATE	\$ -	\$ 549	\$ -	\$ 210	\$ -	\$ -	\$ 759

TOTAL PAYROLL	\$ 759
Overhead (115.01%)	\$873
Subtotal	\$ 1,632
Profit (12%)	\$ 196
Payroll Fee	\$ 1,828
Expenses	\$ 310
Lump Sum Total	\$ 2,138

Expenses:

Airfare/Mileage =	\$ 252
Misc. =	\$ 58
Total Expenses:	\$ 310

Nantucket Memorial Airport

PROJECT: Purchase Snow Removal Equipment (SRE) Snow Blower Truck

TASK: Article D - General Administration

	WORK ITEM	PRINC. IN CHARGE	PROJ. MGR	SR ENGR	ENGR	CADD	Word Proc.	TOTAL
1	Prepare FAA & State Grant Applications				4			4
2	Prepare FAA and State Pay Requests/Reimbursement Forms				4			4
3	Prepare Closeout Reports				2			2
4	Prepare FAA Readiness Form				4			4
5	Site Visit to Inspect Vehicle with Airport				8			8
6	Retain Project Related Records				1			1
7	QA/QC		1					1
	TOTAL HOURS	0	1	0	23	0	0	24
	RATE	\$95.00	\$61.00	\$45.00	\$30.00	\$30.00	\$20.00	-----
	PAYROLL ESTIMATE	\$ -	\$ 61	\$ -	\$ 690	\$ -	\$ -	\$ 751

TOTAL PAYROLL \$ 751

Overhead (115.01%) \$864

Subtotal \$ 1,615

Profit (12%) \$ 194

Payroll Fee \$ 1,809

Subconsultants \$ -

Expenses \$ 272

Lump Sum Total \$ 2,081

Expenses:

Airfare; Mileage; Parking \$ 252

Misc \$ 20

Total Expenses: \$ 272

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

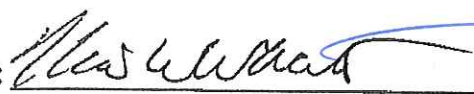
This Amendment, No. 1, effective November 11, 2014, serves to amend the Agreement as follows:

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

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

JACOBS ENGINEERING GROUP INC.

**TOWN OF NANTUCKET
AIRPORT COMMISSION**

By: 

By: 

Name: Kevin Woodrow

Name: Daniel W Drake

Title: Principal

Title: Chairman

**TOWN OF NANTUCKET
AIRPORT COMMISSION**

By: [Signature]

Name: ARTHUR GARBANO

Title: VICE-CHAIR

TOWN OF NANTUCKET
APPROVED AS TO FUNDS AVAILABLE

By: [Signature]

Name: BOB DICKINSON

Title: ASSISTANT TOWN ACCOUNTANT

**TOWN OF NANTUCKET
AIRPORT COMMISSION**

By: [Signature]

Name: Jeanette Topham

Title: Airport Commissioner

PO 15002209

Attachments



**AGREEMENT BETWEEN
THE TOWN OF NANTUCKET, MASSACHUSETTS
AND
ENE SYSTEMS, INC.**



THIS AGREEMENT made effective _____, 2015, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Nantucket Airport Commission, with offices at 14 Airport Road, Nantucket, Massachusetts 02554 (hereinafter called the "AIRPORT"), and **ENE Systems, Inc.**, whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

RECITALS:

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

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

ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR

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

ARTICLE 2 - SERVICES OF THE CONTRACTOR

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

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

ARTICLE 3 - PERIOD OF SERVICES

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

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

ARTICLE 4 - PAYMENTS TO THE CONTRACTOR

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

ARTICLE 5 - TERMINATION

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

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

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

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

ARTICLE 7 - GENERAL PROVISIONS

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

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

NANTUCKET MEMORIAL AIRPORT COMMISSION:

Daniel W. Drake, Chairman

CONTRACTOR: ENE Systems, Inc.

Print Name: RCG

Title: R. Lindsay Drisko, President

FEIN: 042956130

Approved as to Funds Available: 65482 52404

M

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

PO # _____

CONTRACT EXHIBIT A

CONTRACTOR, SCOPE OF WORK, TERM

1. **Name of Contractor:** ENE Systems, Inc.
2. **State of Incorporation:** MA
3. **Principal Office Address:** 480 Neponset Street, Suite 11D
Canton, MA 02021
4. **Description of Services:** Provide Labor and Materials for:
 1. Airport Terminal (Gift Shop): Replace motor & speed control for FDC5 fan powered heat box
 2. Airport Terminal (Roof Top Units): Replace two (2) drive motors for energy wheels; Replace one (1) actuator and high pressure switch on unit #1. Controls Technician must test for proper operation of units.
 3. ARFF Building: Replace seals and gaskets on Pump #5 and #6
5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):** John Duggan
6. **Term of Agreement (§3.1):**
7. **Completion Date (§3.2):** June 30, 2015
8. **Additional Insurance Coverage (§6.2(e)):** None

CONTRACT EXHIBIT B

PAYMENTS

1. Lump Sum Method

a. **Maximum Project Amount: \$13,509.00**, itemized as follows:

1. Gift Shop Unit Repair:	\$2,890.00
2. Roof Top Units Repair/Testing	\$6,178.00
3. ARFF Building Pumps Repair	\$4,441.00


b. **Payment Increments:** Upon completion of each repair, submittal of invoice and certified payrolls.

c. **Reimbursable Expenses** (if any): None. Travel included in above price.

EXHIBIT C

TAX COMPLIANCE CERTIFICATION

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

By: 

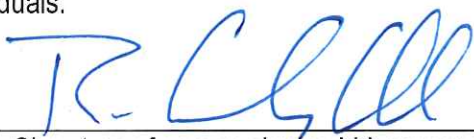
Name, President *R. Lindsay Drisko*
1-28-15

Date

FEIN: **04-2956130**

CERTIFICATE OF NON-COLLUSION

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

 *1-28-15*

Signature of person signing bid or proposal Date
R. Lindsay Drisko

Please Print Name

Name of Business: ENE Systems, Inc.



DEVAL L. PATRICK
Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

RACHEL KAPRIELIAN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: Nantucket Memorial Airport
Contract Number: _____ **City/Town:** NANTUCKET
Description of Work: General Repair and Services to airport facilities
Job Location: 14 Airport Road

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAS, the apprentice must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.



TOWN OF NANTUCKET
CONTRACT AMENDMENT #1
with
SCHEIDT & BACHMANN USA, INC.

Project Name: Airport Chip Coin Parking System
Nantucket Memorial Airport

Amendment Number: One

Agreement made this _____ day of _____, 2015 by the Town of Nantucket, Nantucket Memorial Airport (hereinafter "TOWN") and Northeast Forest and Scheidt & Bachmann USA, Inc. (hereinafter "CONTRACTOR").

WHEREAS, on or about the 20th of November, 2012 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 Item 4. Increase total amount of Contract by \$5,200.00 to \$30,200.

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 _____, 2015 and shall continue through the 31st day of October, 2015 unless continued by agreement of the parties in writing prior to said termination date.

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

CONTRACTOR:



Scheidt & Bachmann USA, Inc.

TOWN OF NANTUCKET/NANTUCKET MEMORIAL AIRPORT:

Daniel W. Drake, Chairman

Approved as to Funds Available:



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



AGREEMENT BETWEEN
THE TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT
AND
SCHEIDT & BACHMANN USA, INC.

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This AGREEMENT, effective the Nov 20, 2012, made by and between the TOWN OF NANTUCKET, acting by and through its Airport Commission, (hereinafter, the "AIRPORT") and Scheidt & Bachmann USA, Inc, (hereinafter, the "CONTRACTOR") with offices located at 31 North Ave, Burlington, MA 01803.

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

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

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

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

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

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

4. The AIRPORT will pay the CONTRACTOR compensation not to exceed \$25,000 as payment in full for the Services. This agreement may be subject to budgetary limits and, in such case, the AIRPORT shall not be obligated to pay the CONTRACTOR any amount of fees or expense in excess of \$25,000.00 without the express prior written approval of the Board of Selectmen.

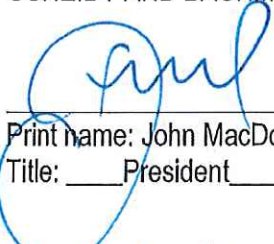
5. The parties acknowledge that the CONTRACTOR is an independent contractor and not an employee of the AIRPORT. The CONTRACTOR shall not be entitled to any employment fringe benefits to which AIRPORT employees are entitled.

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

IN WITNESS THEREOF:

SCHEIDT AND BACHMAN USA, INC.

NANTUCKET MEMORIAL AIRPORT COMMISSION:


Print name: John MacDonald
Title: President


Daniel W. Drake, Chairman


Date: 11/2/12

FEIN/SSN: 75-2605586

PO# 13003195

Department Org./Obj. Code: 55493-91066

As to the Availability of Funds:



PO# _____

EXHIBIT A

1. Description of Services:
Service, repair & software support for Chip Coin parking system.
2. Other payment terms: 100% payment upon completion of work, submission of CONTRACTOR'S invoice and approval of invoice by the AIRPORT.
3. Insurance Required (if any):
 - (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
 - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
 - (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.

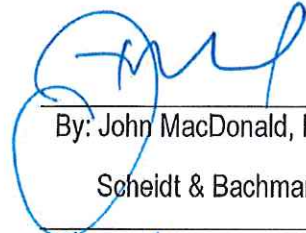
EXHIBIT B

TAX COMPLIANCE CERTIFICATION

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

75-2605586

Federal Employer Identification Number



By: John MacDonald, President

Scheidt & Bachman USA, Inc.

Date: 11/2/12



TOWN OF NANTUCKET
CONTRACT AMENDMENT #2
with
MHQ - Supply

Project Name: Purchase Ford F250 4WD SRW Pick-Up
Nantucket Memorial Airport

Amendment Number: Two

Agreement made this _____ day of _____, 2015 by the Town of Nantucket, Nantucket Memorial Airport (hereinafter "TOWN") and MHQ - Supply (hereinafter "CONTRACTOR").

WHEREAS, on or about the 9th day of September, 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 Item 4. Sentence 1: Increase not to exceed amount by \$645.00: From \$56,745.00 to \$57,390.00.

Sentence 2: Increase "in excess" amount by \$645.00: From \$56,745.00 to \$57,390.00.

Amend Exhibit A to include: Havis Communication Console w/ Track Mount (\$395.00), Havis Side Mount Carm102 Arm Rest (\$80.00); Havis Dual Internal Cup Holder (\$45.00); Install (1) Additional Customer Supplied Two-Way Radio (\$125.00); and change total to \$57,390.00.

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 _____, 2015 and shall continue through the 30th day of April, 2015, unless continued by agreement of the parties in writing prior to said termination date.

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

MHQ-SUPPLY:

TOWN OF NANTUCKET/NANTUCKET MEMORIAL AIRPORT:

Daniel W. Drake, Chairman

Approved as to Funds Available 55432-95138



**AGREEMENT BETWEEN
THE TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT
AND
MHQ - SUPPLY**



This AGREEMENT, effective the Sept 9, 2014, made by and between the TOWN OF NANTUCKET, acting by and through its Airport Commission, (hereinafter, the "AIRPORT") and MHQ Truck Equipment, 401 Elm Street, Marlborough, MA 01752 (hereinafter, the "CONTRACTOR").

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

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

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

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

2. The term of this Agreement will commence on the effective date above and terminate on February 1, 2015, or when the performance of the Services has been completed in a manner reasonably satisfactory to the AIRPORT. The AIRPORT shall have the right to terminate this Agreement at any time and for any reason upon written notice given to the CONTRACTOR.

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

4. The AIRPORT will pay the CONTRACTOR compensation not to exceed \$56,745.00 as payment in full for the Services. This agreement may be subject to budgetary limits and, in such case, the AIRPORT shall not be obligated to pay the CONTRACTOR any amount of fees or expense in excess of \$56,745.00 without the express prior written approval of the Airport Commission.

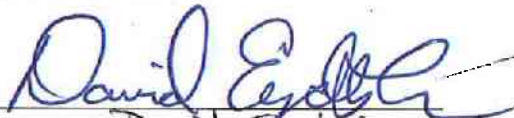
5. The parties acknowledge that the CONTRACTOR is an independent contractor and not an employee of the AIRPORT. The CONTRACTOR shall not be entitled to any employment fringe benefits to which AIRPORT employees are entitled.


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

IN WITNESS THEREOF:

CONTRACTOR

NANTUCKET MEMORIAL AIRPORT COMMISSION:


Print name: David Eychymier
Title: G.M.


Daniel W. Drake, Chairman

Date: 8/14/14




FEIN/SSN: 04-2265390

Department Org./Obj. Code:

55432 - 95138

As to the Availability of Funds:

PO# 1500458



EXHIBIT A

1. Description of Services: Plymouth County Commissioner's Procurement #PCC-121314

Item#		
14-15/H1.04b	Ford F250 4WD SRW pickup per contract spec	\$ 24,890.00
non-contract	Color : School Bus Yellow (Factory VSO Paint)	\$ 695.00
H1.09	6.7L V8 Diesel Engine	\$ 7,495.00
	6 speed automatic transmission	included
	Snow plow prep package	included
H1.14C	Extended Cab Option for F250 Pickup	\$ 3,457.00
	Class III/IV 2" Hitch with OEM 4way & 7way wiring	included
1.01A	All terrian tires - SRW	\$ 125.00
1.16	Electronic Shift 4WD	\$ 185.00
1.17	Power Windows, Door Locks, Mirrors (heated)	\$ 895.00
1.29	Dual Altenators (Diesel only)	\$ 380.00
1.46	Maintenance Manuals (CD Version)	\$ 195.00
2.02	Whelen LFL Liberty LED Lightbar (with LED TDs/Alleys)	\$ 1,775.00
C11.07	Whelen PCC10W Switch Box (10 switches)	\$ 150.00
2.17	Back Up Alarm	\$ 88.00
3.10	Fisher 8' HD MinuteMount II Snow Plow System	\$ 5,895.00
3.18	SnoFoil for above Snow Plow System	\$ 445.00
3.19	Steel Cutting Edge for Above Plow (Bolt On)	\$ 245.00
10.02	RhinoLiner Spray On Bed Liner	\$ 490.00
10.09	Diamond Plate Aluminum Crossbody Toolbox	\$ 695.00
10.13	7-way RV Blade Style to 6-pin Traieir Plug Adaptor	\$ 25.00
10.14	Slide-In Removable Pintle/Ball Combo	\$ 135.00
10.38	Grill Mounted Perm. Mount Battery Jumper Cables	\$ 395.00
	Install (1) Customer Supplied Two-way Radio	included
3.24	Stainless Steel Material Spreader per Contract	\$ 7,195.00
	Graphics Delete (credit)	\$ (100.00)

Other (Non-PCCC Contract)

Upgrade Sander to 9' sander per customer spec.	\$ 995.00
	\$56,745.00

2. Other payment terms: 100% payment upon completion of work, submission of CONTRACTOR'S invoice and approval of invoice by the AIRPORT.

3. Insurance Required (if any):


EXHIBIT B

TAX COMPLIANCE CERTIFICATION

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

04-2265390

Federal Employer Identification Number



By: David Eycleshymer,
MHQ-Supply G.M.
8/14/14

Date:

**PASSUR Aerospace, Inc. Subscription Services Contract
Terms and Conditions**

THIS SUBSCRIPTION SERVICES CONTRACT (hereinafter referred to as "CONTRACT") entered into on this ____ day of February 2015, by and between, the Nantucket Memorial Airport Commission, hereinafter referred to as "Subscriber"), and PASSUR Aerospace, Inc. a New York corporation (hereinafter referred to as "PASSUR Aerospace")

Subscriber has licensed PASSUR Portal and PASSUR Operations Archive for the purposes of providing real-time and historic flight activity information to the Nantucket Memorial Airport.

- 1) Subscriber is hereby granted a non-transferable, non-exclusive license to use the PASSUR Software (as indicated above) at ACK solely for their internal data analysis. The PASSUR Software and Data cannot be shared with any other organizations.
- 2) Subscriber acknowledges that PASSUR Aerospace uses a variety of technologies including telecommunications, the Internet, radar, frame relay and networks to acquire, process, and deliver our products and services. Subscriber acknowledges PASSUR Aerospace is not responsible for technical failures that are the responsibility of other companies or technologies.
- 3) Other than as set forth herein, any other uses of the PASSUR software applications and Information shall require separate license agreements with PASSUR Aerospace. PASSUR Aerospace retains the exclusive ownership rights to the PASSUR Software application, the underlying code used to develop the applications and the data generated from the PASSUR system. Subscriber acknowledges PASSUR Aerospace's proprietary and copyrighted ownership of such software and data. The data and information generated for use by Subscriber shall remain the property of the Subscriber during and upon termination of the Agreement.
- 4) SUBSCRIBER AGREES THAT IT WILL NOT USE, OR CAUSE OTHERS TO USE, THE CONTENT AND PASSUR PRODUCTS FOR THE LIVE NAVIGATION OF AIRCRAFT OR FOR ANY PURPOSE RELATED TO THE LIVE NAVIGATION OF AIRCRAFT WHATSOEVER.
- 5) One- time programming and set-up fee(s) are due upon signing of the agreement (unless noted otherwise) and are non-refundable in whole or in part. Subscription fees are due quarterly. Subscriber is exempt from Sales Tax and has provided their Exemption Certificate. Use or other transaction taxes are the responsibility of the Subscriber.
- 6) The pricing, discounts and terms in this proposal expire on February 28, 2015 unless PASSUR Aerospace receives a fully executed signed copy of the agreement from subscriber by that date.
- 7) The CONTRACT term will be three (3) years from February 1, 2015 through January 31, 2018. This agreement supersedes any and all previous agreements.
- 8) Termination: PASSUR Aerospace may terminate this AGREEMENT if Subscriber materially breaches the terms of said AGREEMENT, including the failure of Subscriber to make timely payment of any sum due and owing PASSUR Aerospace under the terms of Paragraph 5 and Exhibit A, and fails to correct such breach within ten (10) days after having received written notice of the same. In the event of termination by either party in accordance with this provision, payment shall be due to PASSUR Aerospace only for those services performed by PASSUR Aerospace up to the date of termination.

9) Subscriber and PASSUR Aerospace agree to incorporate by reference, this agreement, in any future addendums (which must be in writing and signed by both parties which supersedes any terms of this agreement hereto) to include all terms and conditions as originally agreed upon.

Agreed to and accepted by:

Nantucket Memorial Airport Commission

PASSUR Aerospace, Inc:

Signature

Signature

Name/Title/Date

Name/Title/Date

Signature

Name/Title/Date

Signature

Name/Title/Date

Approved as to Funds Available

Brian Turbitt, Director of Municipal Finance
Or Bob Dickenson, Assistant Town Accountant

Billing Instructions:

Bill To

Address

Address

Attention (if applicable)

Exhibit A: Price

Product	Price/month	One Time Start Up Fee
PASSUR Portal and PASSUR Operations Archive	\$2,200/month	NA

Terms and Conditions

1. All prices above are monthly (except one-time start up fee)
2. The airport may require additional changes and/or additions to the program which are not currently reflected in the above. We will provide access to our professional software engineering staff for additional software services and at the rate of \$200-\$400/hour, depending on the level of engineer required. Some development work may not be charged to the airport, in whole or in part, dependent on its broader applicability to other airports. Final specifications for additional work will be needed to determine which charges apply.

Exhibit B: MAINTENANCE SUPPORT SERVICES

Most PASSUR software may be maintained and upgraded remotely, without the need for onsite visits.

PASSUR™ SYSTEM Maintenance

The PASSUR System providing Data to Subscriber's location is a system that is a part of a Network of PASSUR Systems, and as such, is the sole responsibility of PASSUR to maintain. PASSUR warrants that it will keep the PASSUR System in good working order and will maintain and repair the system as needed to insure the delivery of the subscribed PASSUR Data services to Subscriber.

PASSUR Applications

The PASSUR database and software which underlies the "PASSUR Applications is the sole responsibility of PASSUR Aerospace to maintain. PASSUR Aerospace warrants that it will keep the PASSUR Software in good working order. PASSUR Aerospace reserves the right, but is under no obligation to upgrade, update, and/or modify the data feed and software. PASSUR Aerospace shall provide reasonably adequate notice to the Subscriber of any such changes as early as possible prior to their implementation.

PASSUR™ Data Services 24/7 Technical Support Hotline

Subscribers to any PASSUR product subscription services have available to them a twenty-four hour, seven day (24/7) a week hotline telephone service center to call for assistance with any technical or operating questions that may occur. That number is 866-437-7247. PASSUR products have the capability of being remotely diagnosed when problems occur. This provides an advantage in solving issues at a faster level without the need for an on-site visit from our technical staff.



TOWN OF NANTUCKET
CONTRACT AMENDMENT #1
with
O BYRNE PAINTING & CONTRACTING, INC.

Project Name: Resurfacing Approx. 2,026 Sq. Ft. in ARFF Building

Amendment Number: One

Agreement made this _____ day of _____, 2015 by the Town of Nantucket, Nantucket Memorial Airport (hereinafter "TOWN") and Computer Assistance Services. (hereinafter "CONTRACTOR").

WHEREAS, on or about the 13th day of January, 2015, the parties hereto entered in a written contract, copies of which are hereby incorporated by reference; and

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

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

Amend Exhibit A. Scope of Work, Item 4 – Description of Services

Add: Grind out and caulk any and all expansion joints in kitchen/dining, first aid, foam, workshop and SCBA rooms.

Amend Exhibit B. Payments Item 1.a. – Maximum Project Amount

Increase maximum Project Amount by \$3,800, from \$22,800 to \$26,600.

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 _____, 2015 and shall continue through the 30th day of June, 2015 unless continued by agreement of the parties in writing prior to said termination date.

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

O BYRNE PAINTING & CONTRACTING, INC.

Patrick Byrne, President

TOWN OF NANTUCKET/NANTUCKET MEMORIAL AIRPORT:

Daniel W. Drake, Chairman Date

Date

Date

Approved as to Funds Available:

Brian Turbitt, Finance Director or
Bob Dickenson, Assistant Accountant



AGREEMENT BETWEEN
THE TOWN OF NANTUCKET, MASSACHUSETTS
AND
O BYRNE PAINTING & CONTRACTING, INC.



THIS AGREEMENT made effective Jan 13, 2015, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Nantucket Airport Commission, with offices at 14 Airport Road, Nantucket, Massachusetts 02554 (hereinafter called the "AIRPORT"), and **O Byrne Painting and Contracting, Inc.** whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

RECITALS:

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

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

ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR

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

ARTICLE 2 - SERVICES OF THE CONTRACTOR

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

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

ARTICLE 3 - PERIOD OF SERVICES

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

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

ARTICLE 4 - PAYMENTS TO THE CONTRACTOR

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

ARTICLE 5 - TERMINATION

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

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

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

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


ARTICLE 7 - GENERAL PROVISIONS

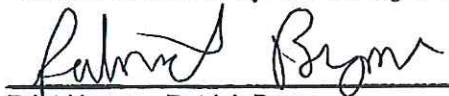
- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the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

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

NANTUCKET MEMORIAL AIRPORT COMMISSION:

CONTRACTOR: O Byrne Painting & Contracting, Inc.



Daniel W. Drake, Chairman


Print Name: Patrick Byrne

Title: President

FEIN: 34-1989601

Approved as to Funds Available:

 1/5/15
Brian Turbitt, Finance Director or Date:
Bob Dickenson, Assistant Town Accountant

PO # 15003352

CONTRACT EXHIBIT A

CONTRACTOR, SCOPE OF WORK, TERM

1. **Name of Contractor:** O Byrne Painting and Contracting, Inc.
2. **State of Incorporation:** MA
3. **Principal Office Address:** 21 Old Farm Road, Wayland, MA 01778
4. **Description of Services:**

The ARFF building is located inside the secure perimeter fence. Therefore, it will be necessary for a minimum of one employee to obtain an airport security badge including all required training associated with the badge process. At least one employee who has obtained a badge will be required to be on site during all working hours of the project. The ID badge process is completed on-site and includes a fee of \$350 per badge. \$300 per badge is refundable when badge(s) are returned at end of project. Video training classes of approximately four (4) hours are also a requirement of the badge process and are conducted on site. This process should begin immediately after bid award.

Contractor shall supply labor, material and equipment necessary to perform services as described herein. **Contractor shall be responsible for disposing of all removed material.** All work shall be performed in a workmanlike manner satisfactory to the Airport.

The work is contained to several rooms all located on the first floor of the building. Two (2) rooms, measuring approximately 1,242 square feet (Sq. ft.) currently have LVT flooring. Four (4) rooms, measuring approximately 784 Sq. ft., currently have a painted finish.

1. Remove and dispose of LVT in Kitchen/Dining and First Aid Rooms.
 2. Remove and dispose of chipping paint from Foam, Work Shop and SCBA rooms.
 3. Grinding and preparation of concrete flooring in all rooms.
 4. Apply Elite Crete or similar reflector Epoxy with a semi-gloss urethane finish in Kitchen/Dining and First Aid rooms (color of our choice).
 5. Apply Elite Crete or similar pigmented Epoxy in Workshop, Foam and SCBA rooms (color and finish of our choice).
 6. Replace cove baseboard in Kitchen/Dining and First Aid Rooms.
5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):**
John Grangrade
 6. **Term of Agreement (§3.1):** 6 Months
 7. **Completion Date (§3.2):** June 30, 2015
 8. **Additional Insurance Coverage (§6.2(e)):** None

CONTRACT EXHIBIT B

PAYMENTS

1. Lump Sum Method

a. **Maximum Project Amount:** \$22,800.00

b. **Payment Increments:** Upon completion of job and submission and approval of invoice.

Note: The work performed in the Kitchen/Dining room must be invoiced separately from the remaining rooms.

c. **Reimbursable Expenses (if any):** None.

EXHIBIT C

TAX COMPLIANCE CERTIFICATION

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

341989601
Federal Employer ID Number

O Byrne Painting and Contracting Inc
Name of Corporation

Patrick Byrne 12-9-2014
President's Signature Date

PATRICK BYRNE
Please Print Name

CERTIFICATE OF NON-COLLUSION

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

Patrick Byrne 12-9-2014
Signature of person signing bid or proposal Date

PATRICK BYRNE
Please Print Name

O Byrne Painting and Contracting Inc
Name of Business

This E-mail was sent from "RNP00267327AB18" (Aficio MP C400SR).

Scan Date: 10.16.2014 14:47:09 (-0400)
 Queries to: mpc400sr@lighthouseins.net



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lighthouse Insurance Agency, Ltd 470 West Broadway South Boston MA 02127 INSURED Obyrne Painting & Contracting Inc 21 Old Farm Road Wayland MA 01778	CONTACT NAME: Ralph Lambert PHONE (INC. OR FAX): (617) 464-3777 FAX (INC. OR FAX): (617) 464-3958 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER: Utica National</td> <td>10687</td> </tr> <tr> <td>INSURER: Arbella Insurance</td> <td>17000</td> </tr> <tr> <td>INSURER: Hartford Insurance Company</td> <td></td> </tr> <tr> <td>INSURER b:</td> <td></td> </tr> <tr> <td>INSURER c:</td> <td></td> </tr> <tr> <td>INSURER f:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER: Utica National	10687	INSURER: Arbella Insurance	17000	INSURER: Hartford Insurance Company		INSURER b:		INSURER c:		INSURER f:	
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INSURER f:															

COVERAGES **CERTIFICATE NUMBER:** CL14101624748 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DISCOVER GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER OCCUR <input type="checkbox"/> LOC		4750915	8/9/2014	6/30/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Per the person) \$ 10,000 PERSONAL & ADW INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOSITES \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		1029032513	8/26/2014	8/16/2015	UNINSURED MOTORIST \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ UNINSURED MOTORIST (Per person) \$
A	<input checked="" type="checkbox"/> UMBRELLA / WAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> PER <input type="checkbox"/> RETROACTIVE		4762182	6/9/2014	6/9/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in MA) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IS THIS AUTOBUSINESS? (Mandatory in MA) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	N/A	0606N44-2-14	6/9/2014	6/9/2015	<input checked="" type="checkbox"/> NO STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> WORKERS' COMPENSATION PER EACH ACCIDENT \$ 100,000 PER DISEASE - EMPLOYEE \$ 100,000 PER DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS (If Occasions / Vehicles (Attach ACORD 101, Additional Remarks Schedule, if more space is required))
 Certificate Holder is also Additional Insured.
 Job name and location :
 Exterior painting of Freedom Hall, 978 Main St Cotuit.

CERTIFICATE HOLDER The County of Barnstable - Department of F Superior Court House PO Box 427 Barnstable, MA 02630	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mark Bouche (FAC)
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**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF NANTUCKET
AND THE
MASSACHUSETTS LABORERS' DISTRICT COUNCIL
ON BEHALF OF THE
NANTUCKET MEMORIAL AIRPORT EMPLOYEES
OF THE
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA**

JANUARY __, 2015

The Town of Nantucket ("the Town"), acting by and through its Airport Commissioners and Airport Manager, and the Massachusetts Laborers' District Council on Behalf of the Nantucket Memorial Airport Employees of the Laborers' International Union of North America ("the Union"), who for good and valuable consideration hereby agree as follows:

WHEREAS, the Town and the Union are parties to a collective bargaining agreement that expires on June 30, 2014;

WHEREAS, the Town and the Union have been negotiating for a successor collective bargaining agreement;

WHEREAS, the Town and the Union have agreed on the terms of a successor agreement;

NOW, THEREFORE, the Town and the Union agree as follows:

1. The parties agree to amend Article 1 by deleting the present language and replacing it with the following:

UNIT A

1.1. The Employer recognizes the Union as the sole and exclusive bargaining representative for the purposes of establishing wages, hours and other conditions of employment for employees of the Nantucket Memorial Airport, Town of Nantucket holding the positions of Operations Firefighters, Operations Supervisor, Maintenance /Janitorial, Maintenance with CDL, Maintenance II/Senior Operator, Maintenance Supervisor, Buildings Maintenance Technician, FBO Customer Clerk, except those employees set forth in Article 2 (2.1), (2.2), and excluding office clerical, supervisory, and professional employees.

T. Rafter 1/6/15
T. Rafter

UNIT B

1.2 The Employer recognizes the Union as the sole and exclusive representative for the purpose of establishing wages, hours and other conditions of employment for full-time employees of the Nantucket Memorial Airport, Town of Nantucket in the following positions: Maintenance Superintendent; Operations /ARFF, Operations Superintendent/FBO

1.3 Excluded from all Units are all other official clerical, supervisory and professional employees including, without limitation, the Airport Manager, Security Director, Business Manager, Environmental Coordinator and Compliance Manager, Office Manager and Administrative Assistant.

2. The parties agree to amend Article 4.1 to add the following language: "In the event that the employee shall refuse to sign an acknowledgment of receipt, the Airport Manager shall note that fact on the document and place it in the employee's personnel file."

3. The parties agree to further amend Article 4 by deleting the word "should" and replacing it with the word "shall" wherever it shall appear.

4. The parties agree to amend Article 4.2(a), Step 3, by deleting the words "try to adjust" and replacing them with the word "present."

5. The parties agree to amend Article 4.3.3 by deleting the present language by inserting its place the following:

4.3.3 If the parties' representatives cannot mutually agree on an Arbitrator within ten (10) working days after the notice to arbitrate, the grieving party may in the case of discipline request a panel of arbitrators from the American Arbitration Association and in all other cases may request a panel of arbitrators from the American Arbitration Association or the Department of Labor Relations as mutually agreed upon by both parties, from which the Arbitrator will be selected under the selection procedures then in force at the Association.

6. The parties agree to amend Article 4 by adding a new Paragraph after 4.1(c) providing for the suspension of an employee for cause.

7. The parties agree to amend Article 4 by adding a new Paragraph 4.1(e) to read:
“Notwithstanding the foregoing, discipline may be instituted at any stage of the disciplinary scale, depending on the nature of the offense.

8. The parties agree to amend Article 7 by deleting the last sentence of Paragraph 7.6 and inserting in its place:

If an employee punches in late for work, a supervisor must sign off on the timecard, and the employee shall be paid only for time worked. Lateness shall constitute a ground for discipline.

9. The parties agree to amend Article 8.2 by adding the sentence, “Hours worked do not include ~~holidays~~, vacation, sick time and other paid leave; ^{EXCLUDING HOLIDAYS} provided, however, that the Union and the Airport Manager can mutually agree to the payment of overtime in a pay period in which an employee has taken paid leave time.” The parties further agree to amend Article 8.9 by adding the words “use of” before the word “compensatory” in the fifth line of the paragraph.

10. The parties agree to amend Article 10.5 by deleting the word “supervisor” and replacing it with the words “Airport Manager.”

11. The parties agree to amend Articles 12.4 and 12.11 by deleting the current language and replacing it with the following:

Any employee hired before July 1, 2014 with five (5) years continued service shall be paid one-half (1/2) of sick time accrued, not to exceed ninety (90) days at his/her retirement, and any employee with at least ten (10) years of continued service shall be paid seventy percent (70%) of his/her accumulated sick leave, up to a maximum of one hundred and eighty(180) days at his/her date of retirement or resignation.

And by inserting the language:

Employees hired after July 1, 2014 shall be paid fifty percent (50%) of their unused accumulated sick leave upon retirement or resignation, provided the employee has a minimum of ten (10) years of service and retires in accordance with the requirements of the Barnstable County Retirement Board. In the event of the death of a qualified employee, payment shall be to the estate.

T. [Signature] 1/6/15

12. The parties agree to amend Article 16.2 by deleting the paragraph.
13. The parties agree to amend Article 21.2 to exclude FBO staff from requiring boots.
14. The parties agree that Appendix A be amended by:
 - (a) providing for a COLA of two percent (2%) for current members of Unit A to be applied on July 1, 2014, July 1, 2015 and July 1, 2016, as set forth in the wage matrix attached hereto;
 - (b) providing for a COLA of two percent (2%) for members of Unit B to be applied as of July 1, 2014, July 1, 2015 and July 1, 2016 as set forth in the wage matrix attached hereto and that there are no step increases for Unit B positions; and
 - (c) providing for a COLA of two percent (2%) for members of Unit A hired after July 1, 2014; provided, however, that the annual step increase for such employees shall be three percent (3%), not to exceed five (5) years as set forth in the wage matrix attached hereto.
15. The parties further agree, by mutual agreement, that at any time during the term of the agreement to reopen Article 14 for the negotiation of health insurance benefits.

TOWN OF NANTUCKET
NANTUCKET AIRPORT

MASSACHUSETTS LABORERS'
DISTRICT COUNCIL

Daniel W. Drake, Chairman

Arthur D. Gasbarro, Vice Chair

Anthony G. Bouscaren

Andrea N. Planzer

Jeanette D. Topham

505294, v. 2/19715/0011

T. Rafter 1/6/15
T. Rafter 1/6/15

February 3, 2015

Thomas Rafter
A.A.E., Airport Manager
Nantucket Memorial Airport
14 Airport Rd.
Nantucket, MA 02554

Dear Mr. Rafter:

Thank you for the role you played during the recent blizzard on the island. As you know, the complete loss of both substation transformers was a critical failure point for us. Your help with the de-icing was appreciated by those on the ground and also by me. It takes many different individuals to restore power to the entire island, and your role was critical.

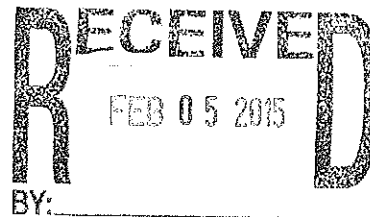
I appreciate that you had a "get it done" attitude and were there when the National Grid team and Mr. Fonzuto needed you. Thank you very much.

Sincerely,



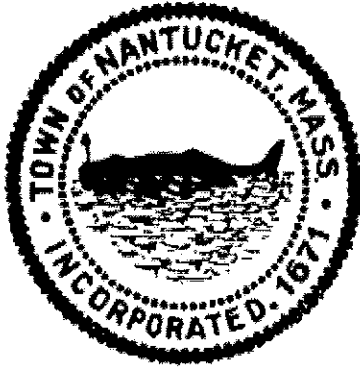
Marcy L. Reed

c: Town Manager Gibson
Board of Selectmen
Joe Carroll, National Grid



TOWN of NANTUCKET

COMMENDATION FOR A JOB WELL DONE



TO: Airport Manager Tom Rafter

FROM: Town Manager *J. Silvers*

DATE: February 6, 2015

At the Selectmen's meeting of February 4, 2015, I was proud to publicly recognize you and your department for your work during the January 2015 winter storm "Juno". This was an unusual and difficult storm and the island was hit particularly hard. You and your staff were invaluable in helping to address the power failure at the downtown electric substation. Your assistance is very much appreciated.

Job well done and thank you – please convey our thanks to all of your staff!

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
Anthony G. Bouscaren
Andrea N. Planzer
Jeanette D. Topham

January 21, 2015

Everose Schlüter, PhD
Chief of Regulatory Review
Natural Heritage & Endangered Species Program
Massachusetts Division of Fisheries and Wildlife
1 Rabbit Hill Road
Westborough, MA 01581

RE: ACK 2014 Massachusetts Endangered Species Act compliance

Dear Dr. Schluter:

This letter serves as an annual summary of Airport compliance with the Massachusetts Endangered Species Act, as detailed through CMP 008-123.DFW, and as amended in September 2013. It also addresses management actions occurring within the “Bunker Exception”, and brief updates on strategic-level initiatives.

In 2014, the Airport actively managed approximately 430 acres of Priority Habitat.

- 277 acres are multiple-mowed operational grasslands (Schedule 1) adjacent to runways and taxiways. However, they have significant ecological value. In permitting the taxiway delta project, an operational grassland was surveyed for presence of State Listed Species over the construction footprint of 0.78 acres: 44 stems of sandplain blue-eyed grass were observed. If it is reasonable to assume the same density of 56 plants per acre across these operational grasslands, the Airport is hosting an additional 15,000 stems of these species. The implications for management – that sandplain blue-eyed grass can tolerate frequent, higher mowing – are an important output of our effort.
- 110 acres are “Schedule 2” grasslands, areas in both the Runway 24 Approach and Triangle that the Airport mows annually. Results of rare plant surveys have shown these areas to harbor a floristic abundance of species of conservation concern, including sandplain blue-eyed grass, New England Blazing Star, Lion’s Foot, and papillose nut-sedge. While the Airport has managed these areas for over a decade with a single, dormant season annual mow, positive results have not been replicated by other Island organizations. The Airport believes that the prior land use history – of initial grubbing and disturbance from scrub oak shrubland – is an important factor that should precede this management approach.

- 38 acres are “Schedule 3” “grasslands” surrounding the Airport radar. They are grasslands in name only, as they have been unmanaged for over 25 years (excepting a firebreak installation project). This area consisted predominantly of scrub oak shrubland, at 12-14” on the stump. Parcels C and 6 (see attached EMP) were mowed to bid specifications providing for:
 - Ability to carry prescribed fire across the parcels
 - Increase Schedule 3 age variability for moth habitat
 - Increase Schedule 3 habitat to support grassland-hosted plants
 This management also carries with it important aspects for managing problem wildlife habitat, emergency access, and FAA Part 77 Airspace violations.
- 4 acres (Area 7) were unspecified in the existing grassland management plan referenced in the CMP. This area was possibly the subject of a fence relocation project, which moved 4 acres of Japanese black pine/heathland from outside to inside the Airport fence. This area was mowed as it conflicted with operational use requirements, potentially within the RSA/RPZ: however, removal of Japanese black pine (an invasive species) has positive ecological implications.
- 0.25 acres (Area 4) were overstory pitch pine: approximately 0.25 acres fell within “Schedule 1” grassland, and the remaining in the unpermitted “Bunker Exception”, which was performed as an emergency measure in response to a hazardous wildlife condition. Whole trees were removed and the remaining brush was mowed. The action will have positive impacts to sandplain grassland/heathland early successional moth species.
- Within the previously cited acreage totals, Japanese knotweed populations were treated with herbicide. Heavy clones, patches, and individuals were treated across approximately 20 acres.

The Airport spent \$85,502 in operating and capital obligations to accomplish this support for 2014 (see attached table).

In 2014, the Airport took the following additional management action in the Bunker Exception:

- Removed overstory pitch pine and mowed scrub oak over approximately 1.75 acres. This was a limited action in response to a wildlife condition that could not be remediated through hazing: notification and justification was provided to the Division.

There are several ongoing aviation and non-aviation projects with Permit relevance that the Airport investigated in 2014:

- The Airport supervised the watering of 44 transplanted sand plain blue-eyed grass plants throughout the growing season, per the terms of its Permit amendment.
- The Airport, Massachusetts Department of Environmental Protection, and U.S. Army Corps of Engineers continue to work through the complicated remediation of a former munitions burial pit in the Bunker Exception, tentatively scheduled to begin in the Spring of 2015. Work is anticipated to be limited to a previously developed 2 acre parcel, and not expand into Priority Habitat.
- The Airport is evaluating financial considerations surrounding the potential identification and development of a solar facility in the Bunker area. At this time, the Airport has chosen not to support any third-party MESA review actions while other technical, economic, and engineering studies are still being completed.
- The Airport has initiated conversations with the Town of Nantucket and the Nantucket Islands Land Bank to see if there are benefits to approaching comprehensive Island-wide mitigation strategies for future development in Priority habitat.
- The Environmental Assessment associated with the Airport Master Plan is anticipated in approximately 18-24 months.

The Airport has applied a number of management strategies across 430 acres of Priority Habitat for the promotion of sandplain grassland and sandplain heathland habitats for the net benefit of rare plant and moth species. In doing so, it has also met the operating mandates set forth by the Federal Aviation Administration, to identify and mitigate problem wildlife habitat. A continued emphasis on managing for sandplain grassland, sandplain heathland, and (a limited) acreage of early successional maritime shrubland systems within the Airport Operating Area is a beneficial strategy for resolving potentially conflicting regulatory responsibilities while maintaining the ecological integrity of designated Priority Habitat.

Sincerely,

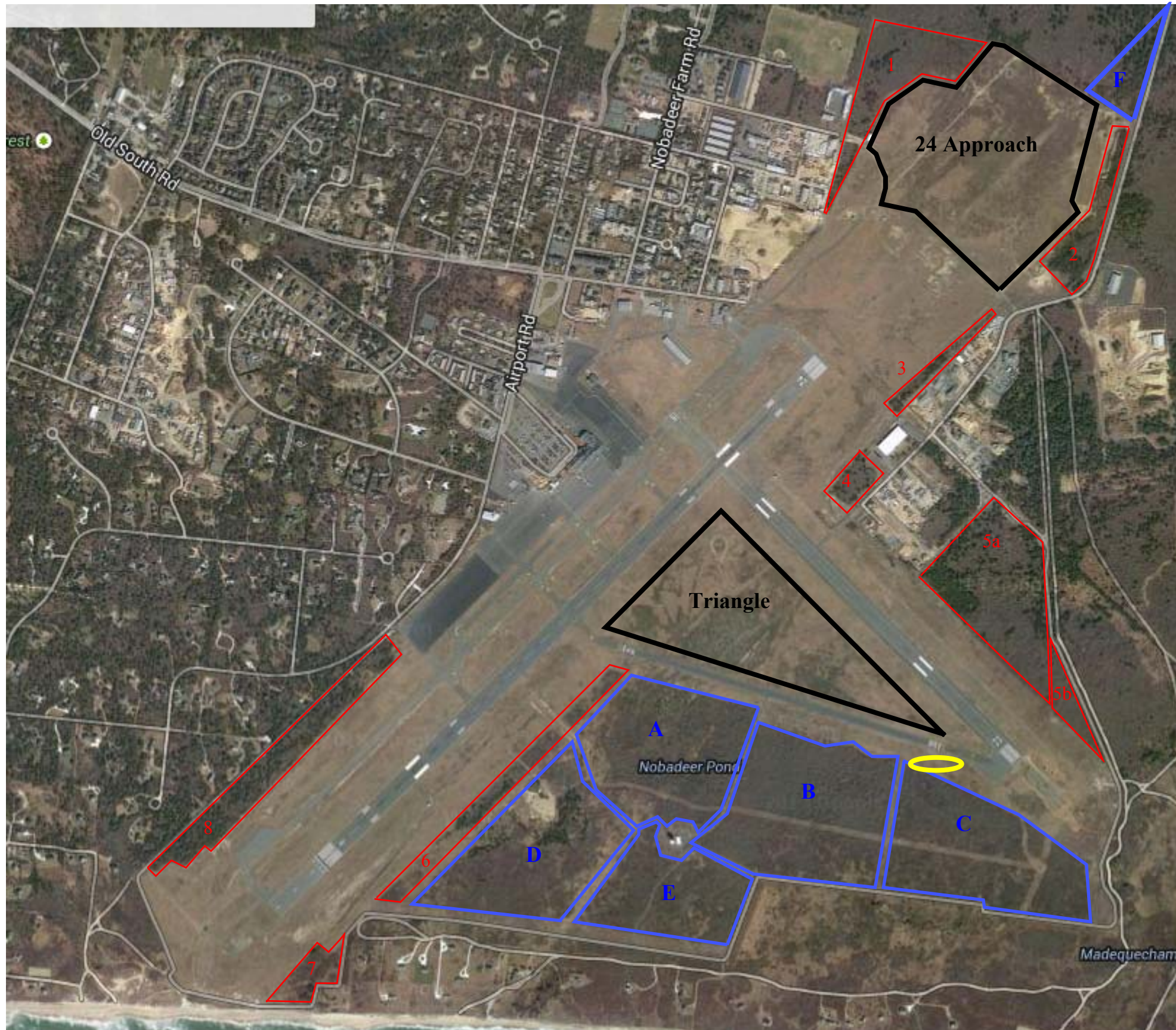
Noah J. Karberg

Noah J. Karberg
Environmental Coordinator



Conservation Permit Equipment and Support

Item	Cost	Airport Share	Other share	Other Share Source
Tracked skidsteer	\$ 68,378	\$ 13,676	\$ 54,702	MDOT ASMP
Skidsteer brushcutter attachment	\$ 53,189	\$ 10,638	\$ 42,551	MDOT ASMP
F450 "Environmental" Truck/Brush engine	\$ 62,917	\$ 12,583	\$ 50,334	MDOT ASMP
Wildland 500 gallon skid unit	\$ 14,425	\$ 14,425		
Herbicide equipment and PPE	\$ 2,745	\$ 2,745		
Pesticide Licensing, travel reimbursements	\$ 1,200	\$ 1,200		
Laurentide Plant Monitoring	\$ 7,375	\$ 7,375		
VCS Brush mowing	\$ 22,860	\$ 22,860		
Total Airport Permit Support, 2014	\$ 85,502			
Total MDOT ASMP Support, 2014	\$ 147,587			



SCHEDULE:

Parcel	Acres	Mowing FY	Management
1	10	TBD	1-3 yr interval
2	6	TBD	1-3 yr interval
3	2	TBD	1-3 yr interval
4	2	2015	1-3 yr interval
5a	22	TBD	SOLAR
5b	3	TBD	1-3 yr interval
6	8	2015	1-3 yr interval
7	4	2015	Unrestricted RPZ
8	15	TBD	MASTER PLAN
A	30	2017	5 yr interval
B	33	2016	5 yr interval
C	30	2015	5 yr interval
D	30	2017	5 yr interval
E	20	2016	5 yr interval
F	5	2018	5 yr interval
A-E	Firebreaks	Annual	1x per year
Triangle	50	Annual	1x per year
24 Approach	60	Annual	1x per year

Yellow - Lion's Foot Experimental Area

STATUS (1/30/2015)
 Firebreaks mowed (staff)
 Triangle mowed (staff)
 24 approach mowed (staff)
 4 mowed (staff)
 7 mowed (staff)
 C, 6 mowed (VCS)
 B&E - Budgeted 2016 (contract)
 1 (in progress - staff)

New Employee	Department	Hire Date	Replacement of:
Wilma Perez	FBO	Aug-12	Debra Crooks
Noah Karberg	Environmental Coordinator	Jan-13	Jack Wheeler / P Fantozzi
Nathanial Ray	Maintenance/Mechanic	Mar-13	Kristian Keiffer
Linda True	Receptionist / FBO Fill In	May-13	N/A - New Position
Nolan Spence	Operations/ARFF	Jun-13	Joe Townsend
Above reported to Commission 6/25/13			
John Dugan	Maintenance/Building Systems	9/9/2013	Chris Wilson
Above Reported to Commission 9/10/13			
Durand Spence	Operations Specialist/ARFF	12/9/2013	Lara Hanson
Reported to Commission 12/10/13			
Clement Johnson	FBO	4/10/2014	Laura Clagg
Jamie Miller	Business/Finance Manager	5/6/2014	Ashley Christ
Mae Williams	Administrative Assistant	7/7/2014	N/A - New Position
Reported to Commission 1/13/15			
Koche Rodriguez	Custodian	1/22/2015	John Davis
Reported to Commission 2/24/15			



Nantucket Memorial Airport

Monthly Statistical Report

(January 2015)



Nantucket Memorial Airport

Operations FY2014 vs. FY2015

		CY 2014						CY 2015							
		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	
Fy2015	ITINERANT	Air Carrier	215	222	118	48	2	0	2						607
		Air Taxi	11,049	11,470	7,638	6,015	4,577	5,080	3,364						49,193
		General Aviation	5,480	5,715	3,530	2,318	1,611	1,681	922						21,257
		Military	57	39	0	2	60	86	49						293
	TOTAL	Intinerant	16,801	17,446	11,337	8,444	6,250	6,847	4,337						71,462
LOCAL	Civil	4	24	0	19	26	14	4						91	
	Military	0	0	0	0	0	0	0						0	
	TOTAL	Local	5	24	0	19	26	14	4					92	
	TOTAL	Operations	16,805	17,470	11,337	8,463	6,276	6,861	4,341						71,553
		% Change	2.10%	-1.64%	-13.92%	-16.90%	-16.68%	-2.54%	-18.54%						

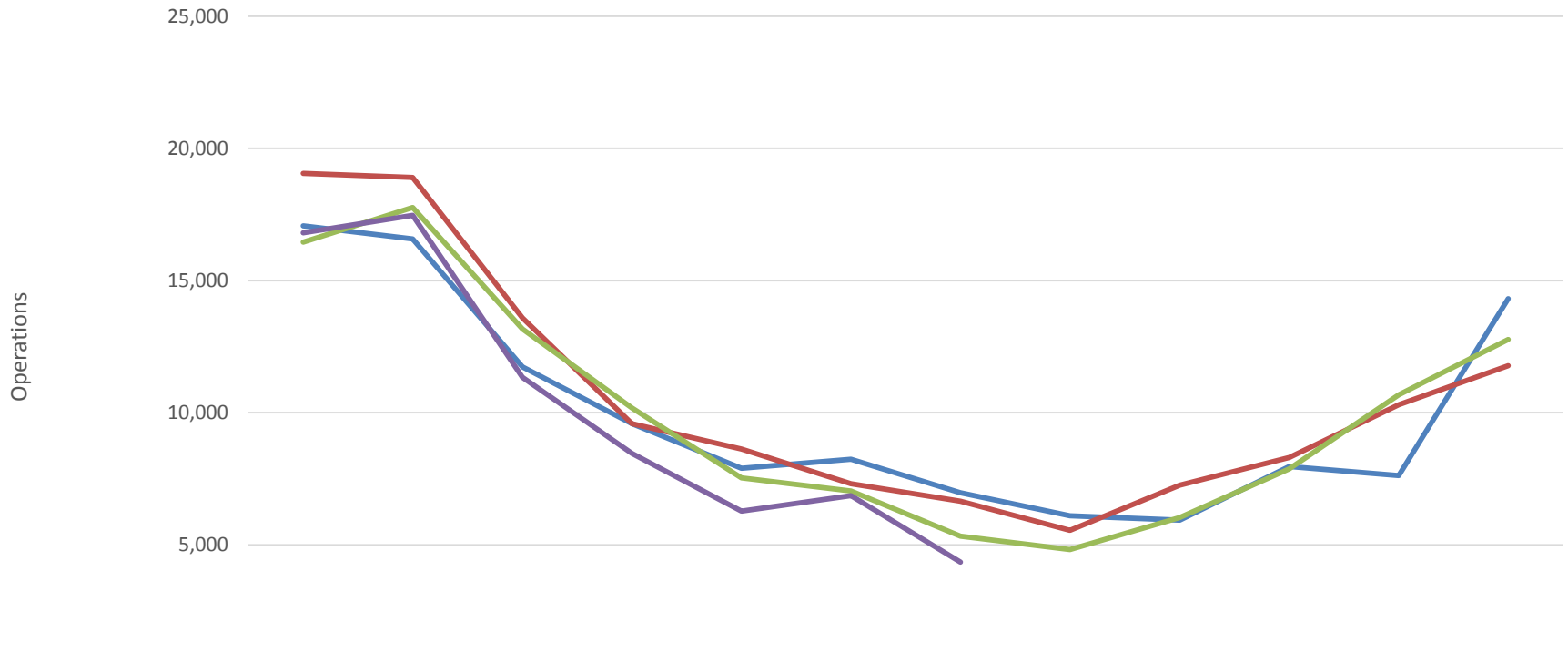
January 2014 vs. January 2015 down -18.54%
YTD Down -7.64%

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	TOTAL	% Change
Operations FY2012	17,069	16,571	11,730	9,580	7,892	8,238	6,966	78,046	
Operations FY2013	19,062	18,899	13,589	9,581	8,624	7,309	6,645	83,709	7.26%
Operations FY2014	16,459	17,761	13,170	10,184	7,532	7,040	5,329	77,475	-7.45%
Operations FY2015	16,805	17,470	11,337	8,463	6,276	6,861	4,341	71,553	-7.64%



Nantucket Memorial Airport

Operations FY 2012-2015



	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
Operations FY2015	16,805	17,470	11,337	8,463	6,276	6,861	4,341					



Nantucket Memorial Airport

Passenger Enplanements FY2014 vs. FY2015

FY2015	AIRLINE	CY 2014						CY 2015						TOTAL	
		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN		
	Cape Air (KAP)	7,305	7,557	5,117	3,098	1,619	1,639	912							27,247
	Piedmont/United	2,511	2,980	1,449	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed		6,940
	Continental Connection (Comut air)	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed		
	Delta Express (Freedom Air)	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed		
	Delta Airlines	3,564	4,453	195	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed		8,212
	Island Air (ISA)	5,573	5,507	4,901	4,424	3,578	4,028	2,311							30,322
	JetBlue Airways	7,736	9,036	4,500	1,649	Closed	Closed	Closed	Closed	Closed	Closed				22,921
	Nantucket Air (ACK)	2,715	2,667	2,388	2,188	1,392	1,338	1,004							13,692
	Tradewind Aviation	1,030	1,078	566	202	101	147	6							3,130
	USAirways (Air Wisconsin - AWI)	1,851	2,225	131	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed		4,207
	Monthly Total	32,285	35,503	19,247	11,561	6,690	7,152	4,233							116,671
	% Change Prior Year	0.86%	-0.71%	-5.33%	-8.72%	-13.31%	-5.07%	-10.47%							

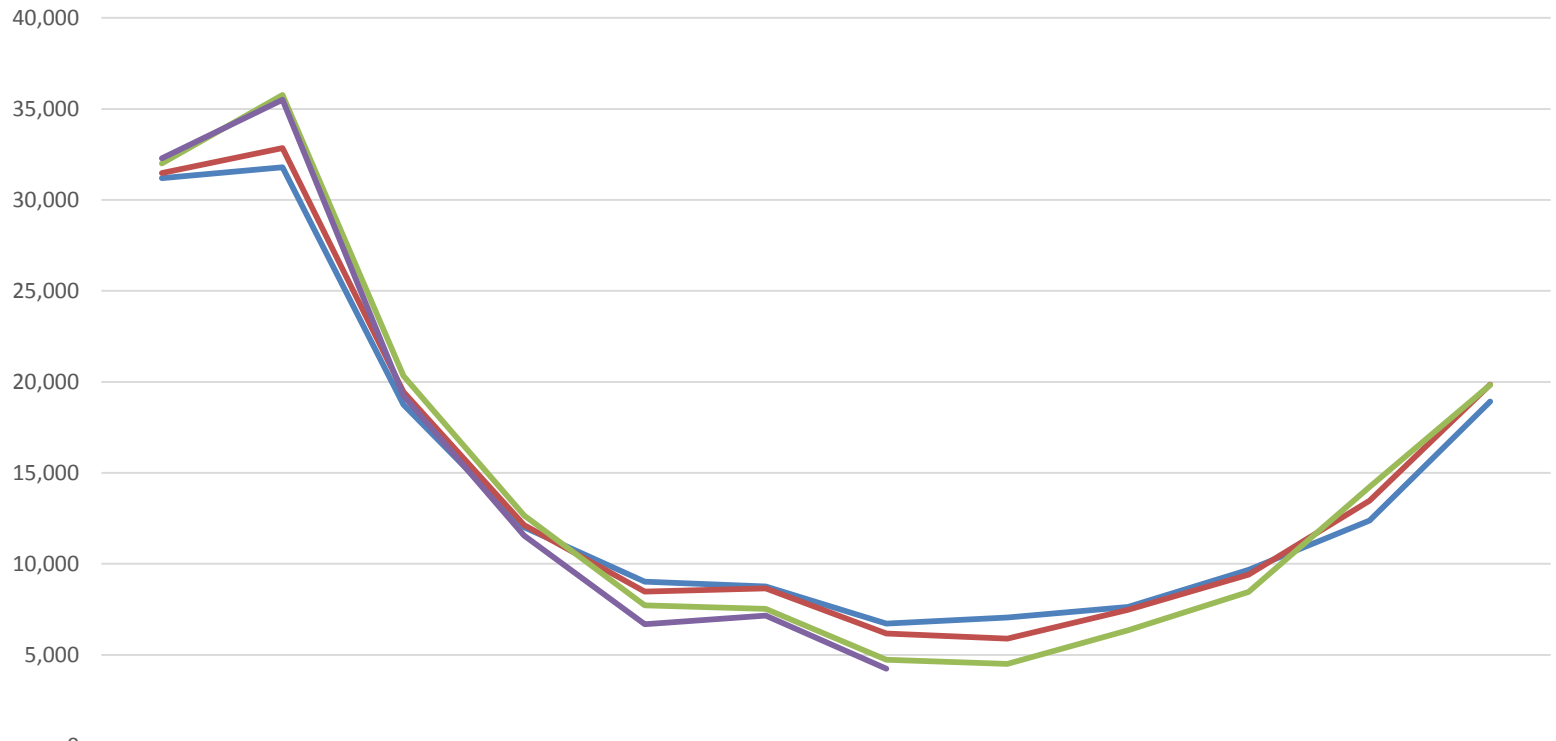
January 2014 vs. January 2015 down - 10.47%
YTD Down - 3.37%

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	TOTAL	% Change
Enplanements FY 2012	31,199	31,788	18,744	12,012	9,029	8,752	6,729	118,253	
Enplanements FY 2013	31,484	32,852	19,449	12,130	8,476	8,647	6,183	119,221	0.82%
Enplanements FY 2014	32,009	35,758	20,330	12,665	7,717	7,534	4,728	120,741	1.27%
Enplanements FY 2015	32,285	35,503	19,247	11,561	6,690	7,152	4,233	116,671	-3.37%



Nantucket Memorial Airport

Passenger Enplanements FY 2012-2015



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Enplanements FY 2012	31,199	31,788	18,744	12,012	9,029	8,752	6,729	7,047	7,627	9,674	12,381	18,924
Enplanements FY 2013	31,484	32,852	19,449	12,130	8,476	8,647	6,183	5,893	7,481	9,407	13,479	19,847
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
Enplanements FY 2015	32,285	35,503	19,247	11,561	6,690	7,152	4,233					



Nantucket Memorial Airport

Jet A Gallons Sold FY2011 vs. FY2015

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
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
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
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
FY 2015	345,249.00	355,563.00	126,097.00	50,498.00	27,809.00	26,861.00	3,942.00						936,019.00

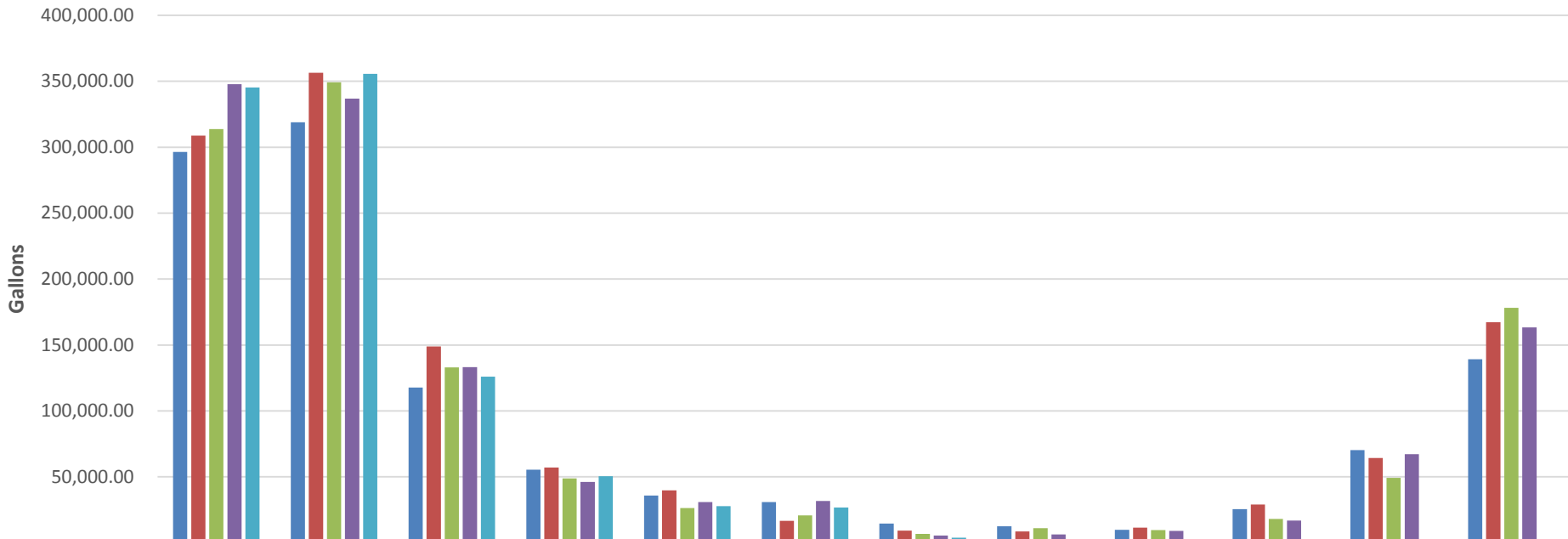
January 2014 vs. January 2015 Down - 29%
YTD UP 0.41%

	July	Aug	Sep	Oct	Nov	Dec	JAN	Total	% Change
FY 2011 Jet A	296,316.00	318,813.00	117,739.00	55,443.00	35,941.00	30,868.00	14,673.00	869,793.00	
FY 2012 Jet A	308,872.00	356,397.00	148,885.00	57,094.00	39,664.00	16,689.00	9,244.00	936,845.00	7.71%
FY 2013 Jet A	313,706.00	349,254.00	133,081.00	48,812.00	26,391.00	20,748.00	6,688.00	898,680.00	-4.07%
FY 2014 Jet A	347,797.00	336,909.00	133,223.00	46,090.00	30,953.00	31,661.00	5,518.00	932,151.00	3.72%
FY 2015 Jet A	345,249.00	355,563.00	126,097.00	50,498.00	27,809.00	26,861.00	3,942.00	936,019.00	0.41%



Nantucket Memorial Airport

Monthly Jet A Gallons Sold
Per Fiscal Year



	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
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
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
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
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
FY 2015	345,249.00	355,563.00	126,097.00	50,498.00	27,809.00	26,861.00	3,942.00					



Nantucket Memorial Airport

AvGas Gallons Sold FY2011 vs. FY2015

	<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>
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
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
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	3,616.00	8,465.30	15,239.30	115,023.40
FY 2015	23,806.00	24,958.50	11,454.10	8,228.10	4,642.20	4,294.60	1,768.30						79,151.80

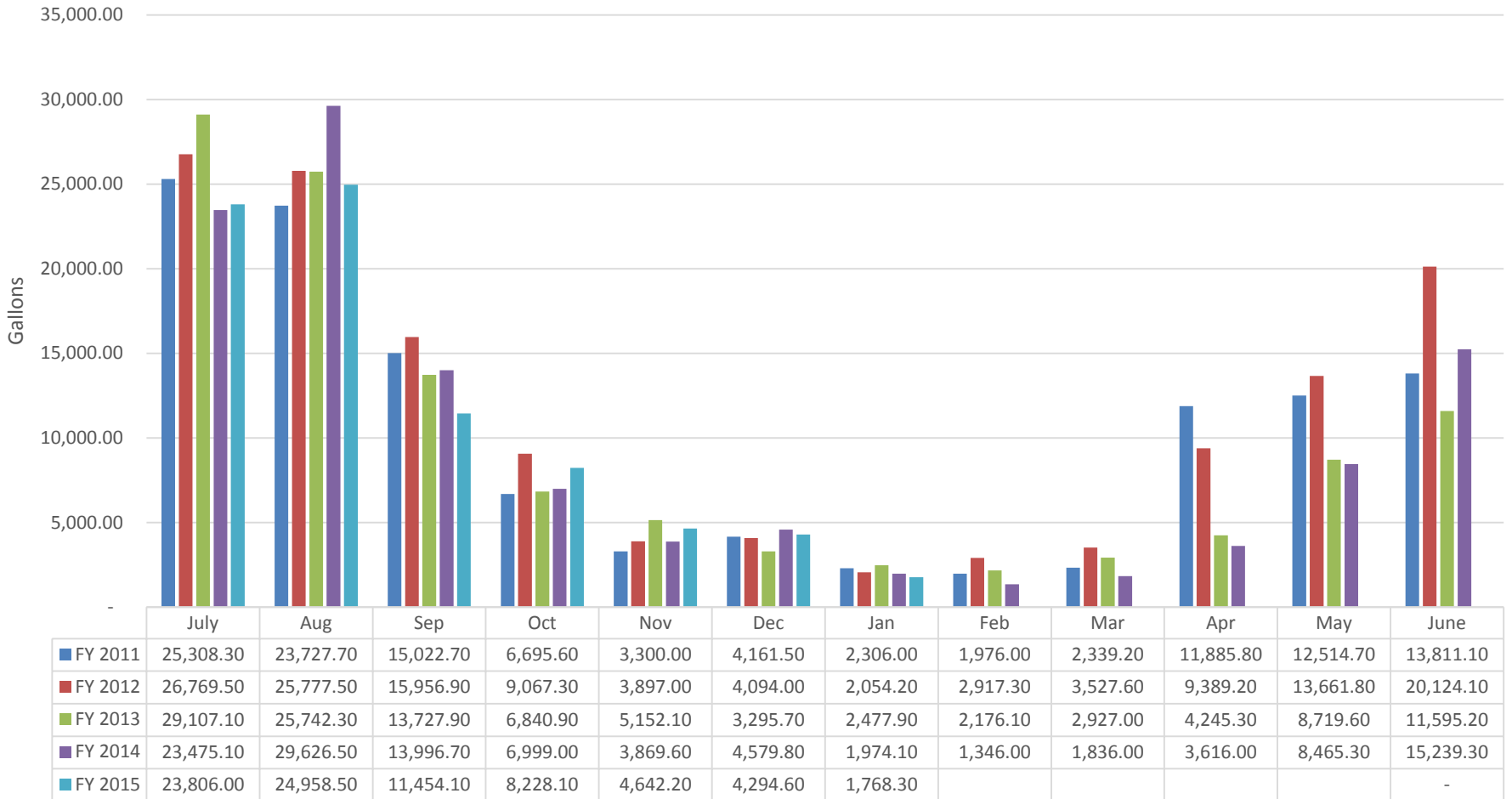
January 2014 vs. January 2015 Down - 10%
YTD Down - 6.35%

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>JAN</u>	<u>YTD Total</u>	<u>% Change</u>
2011 AvGas	25,308.30	23,727.70	15,022.70	6,695.60	3,300.00	4,161.50	2,306.00	80,521.80	
2012 AvGas	26,769.50	25,777.50	15,956.90	9,067.30	3,897.00	4,094.00	2,054.20	87,616.40	8.81%
2013 AvGas	29,107.10	25,742.30	13,727.90	6,840.90	5,152.10	3,295.70	2,477.90	86,343.90	-1.45%
2014 AvGas	23,475.10	29,626.50	13,996.70	6,999.00	3,869.60	4,579.80	1,974.10	84,520.80	-2.11%
2015 AvGas	23,806.00	24,958.50	11,454.10	8,228.10	4,642.20	4,294.60	1,768.30	79,151.80	-6.35%



Nantucket Memorial Airport

Monthly AV GAS Gallons Sold
Per Fiscal Year





Nantucket Memorial Airport

- FY 2015 monthly freight -

AIRLINE	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Cape Air (KAP)							36,962						
Island Air (ISA)							36,352						
Wiggins-FedEx							25,152						
Wiggins-UPS							1,505						
Monthly Total							99,971						
% Change Prior Year							-14%						

January 2014 vs. January 2015 down -14%
YTD Down - 3.74%

Freight	<u>July</u>	<u>Aug</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>Total</u>	<u>% Change</u>
FY 2011	346,413.00	326,203.00	214,369.00	159,724.00	130,603.00	161,466.00	112,495.00	1,451,273.00	
FY 2012	318,119.00	240,682.00	170,392.00	152,629.00	161,493.00	161,511.00	127,359.00	1,332,185.00	-8.21%
FY 2013	333,381.00	347,503.00	219,192.00	173,335.00	168,204.00	177,381.00	140,018.00	1,559,014.00	17.03%
FY 2014	307,645.00	311,070.00	197,415.00	170,008.00	150,133.00	163,458.00	115,746.00	1,415,475.00	-9.21%
FY 2015	340,810.00	296,751.00	193,221.00	157,439.00	131,262.00	143,100.00	99,971.00	1,362,554.00	-3.74%



Nantucket Memorial Airport

Noise Complaints

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
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
FY 2013 Calls	96	7	6	5	4	2	2	4	2	11	25	25	189
FY 2014 Calls	28	12	8	2	4	0	1	0	1	0	33	44	133
FY 2015 Calls	47	61	46	12	3	4	0						173