

NANTUCKET MEMORIAL AIRPORT COMMISSION

September 10, 2013

AGENDA

1. Review and Approve:
 - a. Agenda
 - b. 8/13/13 Minutes
 - c. 8/15/13 Minutes – *Pending*
 - d. 8/27/13 Minutes - *Pending*
 - e. 7/9/13 Executive Session Minutes
 - f. Ratify 9/4/13 Warrant
2. Public Comment
3. Pending Leases/Contracts as Set Forth on Exhibit 1, Which Exhibit is Herein Incorporated by Reference
4. Pending Matters
 - a. **120412-3** Existing Bunker Lease Review
 - b. **021213-2** Supplemental Agreement to the Other Transactional Agreement (OTA) – ATCT
 - c. **061113-1** Bunker Area Environmental Permit Review
 - d. **062513-3** Noise Abatement
 - e. **070913-1** TON Memorandum of Understanding (MOU) Update
 - f. **081313-5** MOU with SDO/OSD re Disadvantaged Business Enterprise (DBE) Program
5. GA/Administration Building Project Update
6. Finance
 - a. **080813-3** STM Discussion – PAPI/REILS
7. **022613-2** Master Plan & Sustainability Program Update
8. **062513-1** Re-Align and Widen Taxiway (Delta) Connector Update
9. Manager's Report
 - a. Other Project Updates
 - b. RFP/Bid Status
 - c. Operations Update
 - d. New Hire
10. Sub-Committee Reports
 - a. Review of Noise/Environmental/Energy 8/22/13 Minutes
11. Commissioner's Comments
12. Public Comment
13. Executive Session – G.L. c.30A, §21(a)
 - a. Review ES minutes of 8/28/12, 9/18/12, 12/4/12, 12/11/12, 2/26/13, 4/23/13 and 5/28/13 for possible release; and 8/27/13 for review and possible release, and
 - 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, and
 - c. Clause 3: To discuss strategy with respect to threatened litigation with respect to the completion of the GA Building. The Chair has determined that an open session may have a detrimental effect on the litigation position of the Airport Commission.

Public Safety Facility
1st Floor Meeting Room
4 Fairgrounds Road
5:00 PM

Town of Nantucket
NANTUCKET MEMORIAL AIRPORT

14 Airport Road
Nantucket Island, Massachusetts 02554

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



Commissioners
Daniel W. Drake, Chairman
Arthur D. Gasbarro, Vice Chair
David C. Gray, Sr.
Andrea N. Planzer
Jeannette D. Topham

AIRPORT COMMISSION MEETING
Executive Session
July 9, 2013

The meeting was called to order, after a roll call vote in Open Session, by Chairman Daniel W. Drake to review the Executive Session Minutes of 3/1/12, 3/27/12, 4/19/12, 4/26/12, 5/8/12, 5/22/12, 6/12/12, 6/26/12, 7/10/12, 7/24/12, 8/28/12, 9/18/12, 9/25/12, 10/30/12, 11/6/12, 12/4/12, 12/11/12, 12/18/12, 2/26/13, 4/23/13 for possible release and 5/28/13 and 6/25/13 for approval and possible release.

The following Commissioners were present, Vice Chair Arthur D. Gasbarro, David C. Gray, Sr., Andrea N. Planzer and Jeanette D. Topham.

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

Airport employees present were Thomas M. Rafter, Airport Manager and Janine Torres, Office Manager.

Mr. Drake noted the Executive Session of 11/6/13 was cancelled.

Review and consent to release the Executive Session Minutes of 3/1/12, 3/27/12, 4/19/12, 4/26/12, 5/8/12, 5/22/12, 6/12/12, 6/26/12, 7/10/12, 8/28/12 with redaction of Item #3, 9/25/12, 10/30/12, 12/18/12, 3/26/13, 6/25/13 by the roll call vote below.

Motion was made by Mr. Gasbarro and Second by Ms. Topham. Ms. Planzer Abstained.

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

Review and consent to hold from release citing unresolved matters were the Executive Session Minutes of 9/18/12, 12/4/12, 12/11/12, 2/26/13, 4/23/13 and 5/28/13 minutes were approved, but also held from release.

Motion was made by Mr. Gasbarro and Second by Ms. Topham. Ms. Planzer Abstained.

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

Motion to adjourn by Ms. Topham and Second by Mr. Gray.

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

Meeting adjourned 7:20 PM.

Respectfully submitted,

Janine M. Torres, Recorder

Master List of Documents

3/1/12 Executive Session Minutes
3/27/12 Executive Session Minutes
4/19/12 Executive Session Minutes
4/26/12 Executive Session Minutes
5/8/12, Executive Session Minutes
5/22/12 Executive Session Minutes
6/12/12 Executive Session Minutes
6/26/12 Executive Session Minutes
7/10/12 Executive Session Minutes
7/24/12 Executive Session Minutes
8/28/12 Executive Session Minutes
9/18/12 Executive Session Minutes
9/25/12 Executive Session Minutes
10/30/12 Executive Session Minutes
12/4/12 Executive Session Minutes
12/11/12 Executive Session Minutes
12/18/12 Executive Session Minutes
2/26/13 Executive Session Minutes
3/26/13 Executive Session Minutes
4/23/13 Executive Session Minutes
5/28/13 Executive Session Minutes
6/25/13 Executive Session Minutes

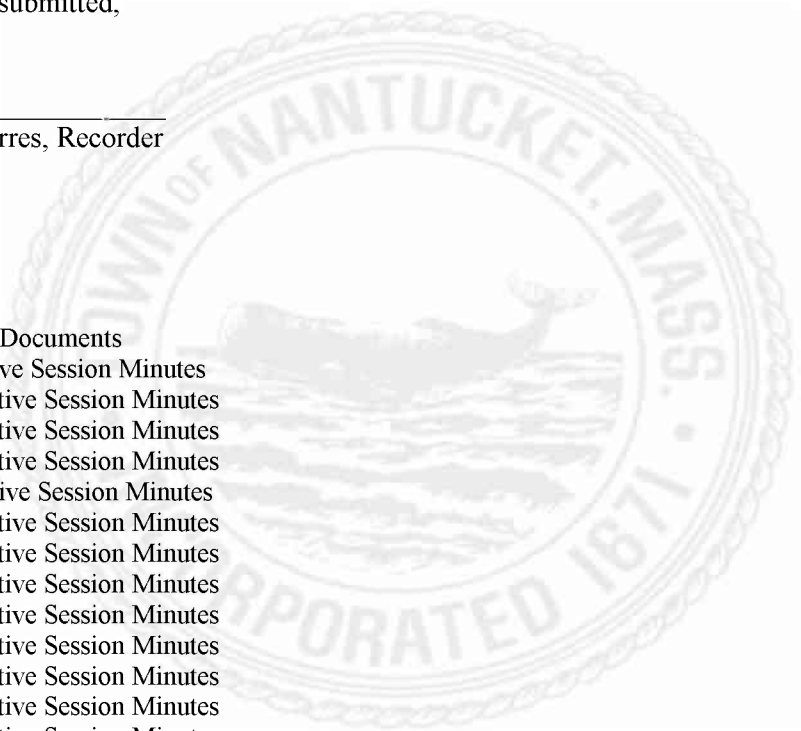


EXHIBIT 1
PENDING LEASES/CONTRACTS/AGREEMENTS
September 10, 2013

Type of Agreement/Description	With	Amount	Other Information	Source of Funding
Lease	UPS	(\$38,447)	5 Year Term	Income
			Annual Business Fee	
			Annual CPI Increase	

**NANTUCKET MEMORIAL AIRPORT COMMISSION
LEASE AGREEMENT**

This **Lease Agreement** executed on the ___ day of _____, 20___ by and between the **Town of Nantucket** acting by and through the **NANTUCKET MEMORIAL AIRPORT COMMISSION**, an agency duly created by the Town of Nantucket, pursuant, to the powers contained in Massachusetts General Laws, Ch. 90, Sec. 51D, hereinafter called the "Landlord", and **United Parcel Service, Inc.** hereinafter called the Tenant, and the Tenant hereby leases the Premises described below in accordance with the following terms and conditions.

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

ARTICLE ONE – Lease Data

Landlord: Nantucket Memorial Airport Commission
14 Airport Road
Nantucket, MA 02554
Attn: Airport Manager
(508) 325-5300

Tenant: United Parcel Service, Inc.
Attn: Airport Properties Manager
1400 N. Hurstbourne Parkway
Louisville, KY 40223
(502) 329-3992

Premises: ± 36,616 Square Feet located at 143 Old South Road As described on Exhibit A, attached hereto

Permitted Use: Freight Operations

Base Rent: \$38,446.80 Annually, or \$3,203.90 Monthly
as adjusted annually in accordance with Section 3.1

Additional Rent:

Annual Business Fee - Currently \$1,500 per year

Amount in Lieu of Local Taxes - Determined annually (only if not directly billed by Tax Collector)

Commencement Date: September 1, 2013

Initial Term: 5 Years

Options to Extend: None

Security Deposit: \$10,000.00

Initial Public Liability Insurance Coverage: \$1,000,000

ARTICLE TWO - Premises

2.1 Premises. Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, the Premises, as described on Exhibit A attached hereto and incorporated herein, upon and subject to the terms of this Lease.

2.2 Obligations of Tenant. The Tenant shall be solely responsible for obtaining all permits, licenses and approvals required by federal, state or local law applicable to the use of the Premises or the construction of any buildings and improvements on the Premises, and present a copy to the Airport office for the file. This Lease is contingent upon Tenant successfully obtaining all required permits, licenses and approvals for construction within 120 days of the date of execution this Lease. Tenant also agrees to have any construction completed within one year from the date of this Lease

2.3 Condition of Premises. The Premises are hereby leased in an "as is" condition, it being expressly understood and agreed that Landlord is not obligated to install services or facilities in the Premises beyond those now in place.

2.4 Additional Charges. Tenant will be responsible for bringing to the Premises and for making all connection to public utilities. All connection charges will be paid for by the Tenant.

ARTICLE THREE – Rent and Other Charges

3.1 Base Rent. Tenant shall pay to the Landlord, during the term hereof, the Base Rent set forth in Article One, above, such amount to be paid in twelve equal monthly installments, in advance on or before the first day of each month. Base Rent shall be increased, but not decreased, annually based on the change in the federal CPI-W rate as published by the United States Bureau of Labor Statistics, effective on the anniversary of the Commencement Date specified in Article One, above. Further, on each five year anniversary of the Commencement Date, the Base Rent shall be increased, but not decreased, based on the greater of (i) the change in the CPI-W, as described above and (ii) the fair market rental value of the Premises as of such date as determined by an a qualified independent real estate appraiser identified by the Landlord to which the Tenant has no reasonable objection.

3.2 Additional Rent. In addition to the Base Rent, the Tenant shall pay annually, as Additional Rent:

(i) an annual Business Fee in the amount set forth in Article One, above, as it may be adjusted from time to time by the Landlord for all tenants;

(ii) a payment in lieu of local real estate and personal property taxes which would have been levied by the Town of Nantucket on the Premises and improvements constructed upon the Premises by Tenant for that tax year; and

(iii) such other consideration as is specified by the Nantucket Memorial Airport's Fees and Charges that, as the same may be amended from time to time.

The Landlord will bill the Tenant for these amounts annually and the payment will be due within 15 days thereafter.

3.3 Security Deposit. On or before the Commencement Date, as set forth in Article One, above, the Tenant shall pay to the Landlord the amount of the Security Deposit, as set forth in Article One, above, which shall be held by the Landlord, without obligation for interest, as security for the performance of the Tenant's covenants and obligations under this Lease. If the Landlord draws upon the Security Deposit, the Tenant shall, within fifteen (15) days after receipt of written notice, replenish the amount of the Security Deposit held by the Landlord.

3.4 Late Payment Fee. Any amount due from Tenant to Landlord under this Article Three or otherwise due under this Lease that is not paid when due shall bear and accrue interest at the rate of one and one-half percent (1.5%) per month from the due date until receipt of payment. Any partial payments received on said indebtedness shall be applied first to interest, and then to principal. With respect to any payment of additional Percentage Rent that is determined to be due as a result of an audit, the late payment fee shall be assessed beginning on the date such additional amount of Percentage Rent should have been paid.

ARTICLE FOUR – Term and Extensions

4.1 Term. This Lease shall commence on the Commencement Date set forth in Article One, above and, subject to earlier termination in accordance with the terms hereof, continue for the Initial Term set forth in Article One, above.

4.2 Extension Options. The Tenant shall have such options to extend this Lease as set forth in Article One, above, provided that, (i) at the time of both the exercise and extension of the this Lease, the Tenant is in full compliance with the terms and conditions here and (ii) throughout the term of the Lease, the Tenant has not been in any material default hereunder. The Tenant shall exercise any option hereunder by giving written notice to the Landlord by certified mail, return receipt requested, postage prepaid to Landlord, no later than six (6) months prior to the expiration of the then-current term.

Except as the terms may not be relevant or applicable, and except as to any further options, all the terms and conditions of the Lease shall apply for the extended period, except that the Base Rent for the initial year of the extension period shall be the Base Rent for the final year of the then-current term, as adjusted as provided in Section 3.1, above, and be increased similarly thereafter.

4.3 Holding Over. If, after the termination or expiration of this Lease, Tenant shall remain in possession without any express written agreement as to such holding over Tenant shall be deemed to be a tenant at sufferance from day to day at a daily rental rate equal to two hundred fifty percent (250%) of the Base Rent, unless Tenant provides a letter of intent to Landlord indicating intent to submit Proposal if parcel is re-advertised for Lease by Landlord. During such continued occupancy, all other provisions of this Agreement (except as to the term) shall be in effect.

ARTICLE FIVE - Rules and Regulations Governing the Airport

5.1 Acceptance of Airport Rules and Regulations. Tenant shall observe and obey all other rules and regulations promulgated by the Landlord and other appropriate local, state and federal entities having jurisdiction over the Nantucket Memorial Airport, including the Federal Aviation Administration (FAA) and the Massachusetts Aeronautics Commission. In addition to, and not to the exclusion of, all other applicable rules promulgated by the FAA, Tenant agrees to conduct its operations in compliance with the Federal Aviation Regulations, including all amendments hereafter made, embodied in 49 C.F.R. Part 107. Tenant further agrees to comply with all fire fighting and safety equipment requirements consistent with the nature of the premises to comply with local codes and fire regulations of the Town of Nantucket and will not take, or fail to take, any action that would adversely affect the insurability of the Premises or any other portion of the Airport.

5.2 Non-Discrimination Assurances. The Tenant, for itself, its heirs, personal representatives and its successors and assigns, does hereby covenant and agree:

(a) That in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended;

(b) As a covenant running with the Premises that (i) no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (iii) that the Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended;

(c) If the Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended;

(d) That the breach of any of the above nondiscrimination covenants constitutes a material breach of this Lease and the Landlord shall have the right to terminate the Lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

5.3 Liability for Fines and Penalties. Should Tenant, its customers, agents, employees, officers or guests violate said rules, regulations or covenants, and should said violations result in a citation or fine to the Landlord, then Tenant shall fully reimburse the Landlord for said citation or fine and for all costs and expenses, including reasonable attorney's fees, incurred by the Landlord in defending against the citation or fine. All such amounts shall constitute additional amounts due under the Lease and shall be paid within fifteen (15) days of Tenant's receipt of notice thereof.

ARTICLE SIX – Use of Premises

6.1 Use of Premises: The Tenant shall use the Premises solely for the purposes set forth in Article One and activities necessary and incidental thereto, including any additional activities as approved by the Landlord.

ARTICLE SEVEN – Tenant Covenants and Restrictions

7.1 Liens and Alterations: Tenant shall not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Tenant in connection with work of any character performed at the direction of the Tenant and shall cause any such lien to be released of record without cost to Landlord within sixty (60) days of the filing of the lien. Landlord shall not, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Premises or any part thereof, but all such shall cause all contractors to carry workers' compensation insurance in accordance with statutory requirements and comprehensive public liability insurance and automobile liability insurance covering such contracts on or about the Premises in amounts reasonably acceptable to Landlord and agrees to submit certificates evidencing such coverage to Landlord prior to the commencement of and during the continuance of such work.

Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of the Landlord, which may be withheld in Landlord's sole and absolute discretion. All such alterations, additions or improvements shall be at Tenant's expense.

Tenant shall procure all necessary permits before undertaking any work on the Premises, and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirements of insurers, employing new materials of prime quality and shall defend, hold harmless, exonerate and indemnify Landlord from all injury, loss or damage to any person or property occasioned by such work. Tenant improvements, alterations and repairs shall be done and materials and labor furnished at Tenant's expense, and the laborers and material men furnishing labor and materials to the Premises or any part thereof shall release Landlord and the Premises from any liability.

All structural improvements and additions made by Tenant shall be the exclusive property of the Landlord, and all nonstructural alterations and additions shall be the exclusive property of Tenant. Tenant may at any time, at its sole option, remove any such nonstructural alteration or addition and restore the Premises to the same conditions as prior to such alteration or addition, reasonable wear and tear and damage by fire or other casualty only excepted.

7.2 Assignment and Subletting: Tenant shall not sublet, underlet, mortgage, pledge or encumber this Lease any portion of the Premises without, in each instance, having first obtained the prior written consent of Landlord. Any assignment or sublease under such consent shall be void unless the assignee or sub Tenant acknowledges in writing that it will be bound by and subject to the terms of this Agreement. No permitted assignment or subletting shall in any way impair the continuing primary liability of the Tenant hereunder and no consent by the Landlord in a particular instance shall be deemed to be a waiver of the obligation to obtain the Landlord's consent in a subsequent instance. As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation, any transfer of Tenants interest in the Lease by operation of law.

7.3 Aeronautics Restrictions. Tenant shall have the right to operate in the manner authorized by proper governmental authority and agencies, and shall be subject to the following restrictions:

(a) The Landlord reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property as described in this Lease, together with the right to cause in said airspace such sound as may be inherent in the operation of aircraft, now known or hereafter used for the navigation of or flight in said airspace, together with the emission of fumes or particles incidental to aircraft navigation, and for the use of said airspace for the landing on, taking off from or operating on Nantucket Memorial Airport.

(b) The Tenant expressly agrees for itself, its successors and assigns to prevent the use of the Premises for purposes which will create or result in hazards to flight such as, but not limited to, purposes which will (i) produce electrical interference with radio communications, (ii) make it difficult for pilots to distinguish between airport lights and others, (iii) project glare in the eyes of the pilots, (iv) impair visibility in the vicinity of the airport, or (v) otherwise endanger the landing, take-off or maneuvering of aircraft.

(c) The Landlord retains the continuing right in the Premises to prevent the erection or growth of any building, structure, tree, or other objects extending in to the airspace (above 45 feet Mean Ground Level) and to remove from said airspace, at the Tenant's expense or at the sole option of the Landlord, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other object now upon, or which in the future may be upon the property together with the right of ingress to, passage over, and egress from Tenant's property for the above purposes.

(d) The Tenant expressly agrees for itself, its successors and assigns, that the reservations and restrictions set forth in this instrument shall run with the land which shall be the servient tenement, it being intended that the lands now and hereafter comprising the Airport shall be the dominant tenement; excepting, however, that such reservations and restrictions shall become void and of no force and effect on such date as the lands comprised in the aforesaid Airport shall cease to be used for Airport purposes.

(e) The Tenant for itself, its heirs, personal representatives, successors in interest and assigns do hereby agree that if any aeronautical services or activities are to be offered, performed or conducted upon the Premises that:

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

- (i) furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and
- (ii) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(f) It is mutually understood and agreed by the parties hereto that nothing contained in this Lease shall be construed as granting or as authorizing the granting of an exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958.

7.4 Maintenance and Repair; Nuisance. Tenant will maintain the Premises and any structures or other improvements constructed thereon in good condition and repair, including painting the exterior of the building to prevent rusting or deterioration of any portions thereof; shrubbery, plantings and lighting will also be maintained. Any visible damage or defacement to the building, windows, or appurtenances will be corrected by the Tenant as quickly as possible to prevent a continuing condition of apparent disrepair or will remove the damaged remains from the Premises, and any replacement structure will be subject to the same terms and conditions as the original structure. The Tenant will not make or suffer any unlawful, improper, noisy or offensive use of the Premises, or permit any use that shall be liable to endanger, affect, or make voidable any insurance on the Premises, or the building or any of its contents, or to increase the cost of any such insurance. Tenant covenants and agrees that the Premises shall not be used for any objectionable, unlawful purpose, or for any purpose which will constitute a nuisance; that it will permit Landlord to enter the Premises at all reasonable times for the purpose of inspecting the same and that upon the termination of this Lease it will quietly and peacefully surrender possession of the Premises to Landlord in good order and condition, ordinary wear and tear, damage by the elements and unavoidable casualty only excepted. If Tenant shall fail to keep the Premises in the condition required herein, or if repairs are required to be made by Tenant pursuant to the terms hereof, within thirty (30) days after notice by Landlord (or without notice in any emergency), Landlord shall have the right (but shall not be obligated) to make such repairs or perform maintenance work or any other work required of Tenant pursuant to this Lease and charge the reasonable cost thereof to Tenant as Additional Rent.

7.5 Sanitation. Tenant shall supply at its own expense a receptacle suitable for the disposal of refuse and shall be responsible for the disposal of all refuse. Tenant shall not permit any refuse to accumulate so as to constitute a fire or health hazard within the premises. If Tenant fails or neglects to keep the Premises and area herein described in a clean and sanitary condition at all times, Landlord shall have the right, without any obligation to do so, to enter upon the Premises and put them in a clean and sanitary condition in the event that Tenant fails to do so within twenty-four (24) hours after notice of any such condition. In the event the Tenant fails to comply with any such notice and Landlord acts to clean the Premises, Tenant shall reimburse Landlord for all cost and expense incurred by Landlord to clean the Premises

7.6 Airport Construction and Development. Tenant recognizes that from time to time during the term of this Lease it may be necessary for Landlord to initiate and carry forward programs of construction, expansion, maintenance and repair, and that such construction, expansion, maintenance and repair or relocation to an equal or better location may temporarily inconvenience or temporarily interrupt Tenant in its operations at the Airport. Tenant agrees that no liability shall be attached to Landlord, its agents or employees by reason of such relocation, temporary inconvenience or temporary interruption, so long as Landlord has made reasonable efforts to mitigate the effect of such work on the Tenant, and Tenant waives any right or claim to damages or other consideration therefore, except for reasonable and proportionate rental abatement in the event the Premises

may not be used during any such period of time, or, in the alternative, the cost of the relocating the Tenant to an alternative location.

7.7 Hazardous Materials. Notwithstanding Tenant's cargo operations which may require temporary storage of cargo incidental to transportation, Tenant shall not use, handle, store or dispose of any Hazardous Waste, Hazardous Material, Oil or radioactive material, as such terms are used or defined in Section 2 of Chapter 21C, Section 2 of Chapter 21D, and Section 2 of Chapter 21E of the General Laws of Massachusetts, and the regulations promulgated there under, as such laws and regulations may be amended from time to time (collectively "Hazardous Materials") in, under, on or about the Premises except for such storage and use consented to by Landlord in advance in writing, which consent may be withheld in Landlord's sole and absolute discretion. Any Hazardous Materials on the Premises and all containers therefore, shall be used, kept, stored and disposed of in conformity with all applicable laws, ordinances, codes, rules, regulations and orders of governmental authorities. Any violation of said laws, rules or regulations shall be deemed a material breach of this Lease for which Landlord may terminate this Lease. Tenant shall (i) notify Landlord immediately of any release or threat of release of any Hazardous Materials on or from the Premises and any loss or damage or claim of loss or damage resulting there from, (ii) be solely responsible for remediating all contamination, caused by Tenant's operations, in full compliance with all applicable statutes, regulations and standards, at Tenant's sole cost and expense, and (iii) indemnify, defend and hold Landlord harmless from and against all liability, loss, damage, costs and expenses

(including without limitation, reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of any nature in any way suffered, incurred, or paid as a result of the presence or release or threatened release of Hazardous Materials on or from the Premises which is caused or exacerbated by Tenant, its agents, employees, contractors, representatives, licensees, or invitees. Tenant hereby acknowledges and agrees that Landlord shall have no responsibility to Tenant, its agents, employees, representatives, permittees and invitees, for the presence of such Hazardous Materials on the Premises or be required to abate or remediate the same except to the extent caused by Landlord's negligence or willful misconduct.. This provision shall survive the expiration or termination of this Lease.

ARTICLE EIGHT - Indemnity and Public Liability Insurance

8.1 Tenant's Indemnity. To the maximum extent this agreement may be made effective according to law, Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, expenses or liability of whatever nature from any suits, claims and demands, unless caused by Landlord's negligence or willful misconduct, arising directly or indirectly (i) from the failure of the Tenant's or Tenant's contractors, agents, employees or invitees to comply with the terms of this Lease or with any applicable laws, codes, bylaws, rules, orders regulations or lawful direction now or hereafter in force of any public authority and any accident, injury or damage whatsoever to any person, or to the property of any person, occurring on or about the Premises or (ii) from any accident, injury or damage however caused to any person or property on the Premises or occurring outside of the Premises but on the Airport property, in each case where such accident, damage or injury results or is claimed to have resulted from any act, omission or negligence on the part of Tenant or Tenant's contractors, agents, employees, or invitees or anyone claiming by or through the Tenant; and (iii) from any and all costs and expenses incurred in connection with any cleanup, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any Hazardous Materials on or about the Premises to the extent that Tenant or Tenant's contractors, agents, employees or invitees or anyone claiming by or through the Tenant caused or contributed to such environmental occurrence, in these cases, occurring after the date of this Lease until the end of the term of this Lease and thereafter so long as Tenant is in occupancy of any part of the Premises. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, including, without limitation, reasonable attorneys' fees at both the trial and appellate levels.

8.2 Insurance. Tenant agrees to maintain in full force from the date upon which Tenant first enters the Premises for any reason, throughout the term of this Lease, and thereafter so long as Tenant is in occupancy of any part of the Premises and agrees prior to the commencement of the Lease, and thereafter on or before January 1 of each term of this Lease, to deliver to the Landlord a certificate of insurance evidencing compliance with the requirements herein:

(a) A policy of general liability and property damage insurance with respect to the Premises and the property of which the Premises are a part, naming the Tenant as an insured and the Landlord as an additional insured, in the minimum amount of \$1,000,000 bodily injury and property damage for each occurrence, with a combined single limit of \$3,000,000 annual aggregate limit under which Tenant is named insured and Landlord as an additional insured. Landlord shall have the right from time to time to increase such minimum amounts upon notice to Tenant, provided that any such increase shall provide for coverage in amounts similar to like coverage being carried on like coverage being carried on similar property in the Nantucket area. ;

(b) A policy of fire and extended coverage insurance upon its building and leasehold improvements, furniture, furnishings, fixtures and equipment to the full insurable value thereof and any applicable equipment vendors.

(c) A policy of Workers' Compensation insurance during any construction, maintenance or repair of the Premises by the Tenant or any of its contactors, covering the obligations of the Tenant and or its contractors in accordance with Massachusetts Workers' Compensation or Benefits law. Prior to the commencement of any construction, maintenance or repair of the Premises, the Tenant shall deliver to the Landlord a copy of the certificate of insurance which shall also name the Landlord as an additional insured.;

(d) Automobile Liability Insurance of not less than \$1,000,000 per occurrence covering owned, hired and non-hired vehicle use and shall name the Landlord as an additional insured.; and

(e) Such other insurance as may reasonably be required by the Landlord.

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

8.3 Tenant's Risk. To the maximum extent this agreement may be made effective according to law, Tenant agrees that all of the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and all persons claiming by, through or under Tenant which, during the Term of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises or elsewhere on the Property, shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes or sprinklers, by theft or from any other cause, no part of said loss of damage is to be charged to or be borne by Landlord unless due to the negligence or misconduct of Landlord, its employees, agents, or contractors.

8.4 Injury Caused By Third Parties. To the maximum extent this agreement may be made effective according to law, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons other than Landlord and Landlord's employees, agents and contractors.

8.5 Waiver of Subrogation. Insofar as, and to the extent that, the following provision shall not make it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the locality in which the Property is located (even though extra premium may result there from) Landlord and Tenant mutually agree that any property damage insurance carried by either shall provide for the waiver by the insurance carrier of any right of subrogation against the other, and they further mutually agree that, with respect to any damage to property, the loss from which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering such loss releases the other of and from any and all claims with respect to such loss to the extent of the insurance proceeds paid with respect thereto.

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

ARTICLE NINE – Default and Landlord's Remedies

9.1 Tenant's Default. If at any time subsequent to the date of this Lease any one or more of the following events (herein referred to as a "Default of Tenant") shall happen:

(i) Tenant shall fail to pay the Base Rent, payment of Additional Rent or Percentage Rent when due and such failure shall continue for ten (10) days after written notice thereof ; or

(ii) Tenant shall fail to pay charges hereunder when due and such failure shall continue for ten (10) days after notice to Tenant; or

(iii) Tenant shall neglect or fail to perform or observe any other covenant herein contained on Tenant's part to be performed or observed and Tenant shall fail to remedy the same as soon as practicable and in any event within thirty (30) days after written notice to Tenant specifying such neglect or failure, or if such failure is of such a nature that Tenant cannot reasonably remedy the same within such thirty (30) day period, Tenant shall fail to commence promptly (and in any event within such thirty (30) day period) to remedy the same and to prosecute such remedy to completion with diligence and continuity; or

(iv) Tenant's leasehold interest in the Premises shall be taken on execution or by other process of law directed against Tenant; or

(v) Tenant shall make an assignment for the benefit of creditors or shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future Federal, State or other statute, law or regulation for the relief of debtors, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any part of its properties, or shall admit in writing its inability to pay its debts generally as they become due; or

(vi) A petition shall be filed against Tenant in bankruptcy or under any other law seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future Federal, State or other statute, law or regulation and shall remain undismissed or unstayed for an aggregate of sixty (60) days (whether or not consecutive), or if any debtor in possession (whether or not Tenant) trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Premises shall be appointed without the consent or acquiescence of Tenant and such appointment shall remain unvacated or unstayed for an aggregate of ninety (90) days (whether or not consecutive); or

(vii) If a Default of Tenant of the kind set forth in clauses (i) and (ii) above shall occur and Tenant shall cure such Default within the applicable grace period and an event which would constitute a similar Default after the applicable grace period shall occur more than twice within the next 365 days, whether or not such similar Default is cured within the applicable grace period; then, in any such case, Landlord may terminate this Lease by notice to Tenant along with written notice to Tenant specifying a date not less than five (5) days after the giving of such notice on which this Lease shall terminate and this Lease shall come to an end on the date specified therein as fully and completely as if such date were the date herein originally fixed for the expiration of the Term of this Lease (Tenant hereby waiving any rights of redemption under Massachusetts General Laws c. 186 §11), and Tenant will then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided.

9.2 Re-entry by Landlord. If this Lease shall have been terminated as provided in this Article, or if any execution or attachment shall be issued against Tenant or any Tenant's property whereupon the Premises shall be taken or occupied by someone other than Tenant, then Landlord may, without notice, re-enter the Premises, either by force, summary proceedings, ejectment or otherwise, and remove and dispossess Tenant and all other persons and any and all property from the same, as if this Lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

9.3 Damages. In the event of any termination as provided in this Article, Tenant shall pay the Base Rent and other sums payable hereunder up to the time of such termination, and thereafter Tenant, until the end of what would have been the Term of this Lease in the absence of such termination, and whether or not the Premises shall have been relet, shall be liable to Landlord for, and shall pay to Landlord, as liquidated current damages, the Base Rent and other sums which would be payable hereunder if such termination had not occurred, less the net proceeds, if any, of any reletting of the Premises, after deducting all reasonable expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, advertising, expenses of employees, alteration costs and expenses of preparation for such reletting. Tenant shall pay such current damages to Landlord monthly on the dates which the Base Rent would have been payable hereunder if this Lease had not been terminated.

At any time after such termination, whether or not Landlord shall have collected any current damages as set forth in Section 9.3, as liquidated final damages and in lieu of all such current damages beyond the date of such demand, at Landlord's election Tenant shall pay to Landlord an amount equal to the excess, if any, of the Base Rent and other sums as hereinbefore provided which would be payable hereunder from the date of such for what would be the then unexpired Term of this Lease if the same remained in effect, discounted to present value at a rate of 8% per year, over the then fair net rental value of the Premises for the same period, also discounted to present value at a rate of 8% per year.

9.4 Reletting of Premises. In case of any Default by Tenant, re-entry, expiration and dispossession by summary proceedings or otherwise, Landlord may (i) re-let the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term of this Lease and may grant concessions or free rent to the extent that Landlord considers reasonably advisable and necessary for the purpose of reletting the Premises; and such actions and the making of any alterations, repairs and decorations to the Premises in connection therewith shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall in no event be liable in any way whatsoever for failure to re-let the Premises, or, in the event that the Premises are re-let, for failure to collect the rent under such re-letting. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease.

9.5 No Limitation of Remedies. The specified remedies to which Landlord may resort hereunder are not intended to be exclusive of any remedies or means of redress to which Landlord may at any time be entitled lawfully, and Landlord may invoke any remedy (including the remedy of specific performance) allowed at law or in equity as if specific remedies were not herein provided for.

9.6 Costs. All reasonable costs and expenses incurred by or on behalf of Landlord (including, without limitation, reasonable attorneys' fees and expenses at both the trial and appellate levels) in enforcing its rights hereunder in connection with any Default of Tenant shall be paid by Tenant.

ARTICLE TEN – Tenant Obligation Upon Lease Termination

10.1 Restoration of Premises. Subject to the provisions hereof, upon the expiration or earlier termination of this Lease, the Tenant shall have the obligation, at its expense, to dismantle and remove the structures it has constructed upon the Premises and to remove and dispose of any hazardous waste deposited thereon by the Tenant. Such removal and restoration shall be commenced only after written notice is given to the Landlord and shall be completed within forty-five (45) days; provided, however, that if, upon receipt of such notice, the Landlord determines that Tenant is in default of any provision hereof, Landlord, in its discretion may elect by written notice to instruct the Tenant not to remove the improvements, or any part thereof, and may take possession thereof as security for the performance of the terms hereof. Landlord, in its discretion may elect by written notice to instruct the Tenant not to remove the improvements, or any part thereof, and may take possession thereof as security for the performance of the terms hereof. Notwithstanding Landlord's election to take possession of the improvements, Tenant shall continue to be obligated to restore the Premises as aforesaid.

10.2 Removal of Personal Property. The Tenant shall at the expiration or other termination of this Lease remove all Tenant's goods and effects from the Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Tenant, either inside or outside the Premises). Tenant shall deliver to the Landlord the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition, damage by fire or other casualty only excepted. In the event of the Tenant's failure to remove any of Tenant's property from the Premises, Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain same.

10.3 Environmental Inspection. Within forty-five (45) days before or after the termination of the Lease, Tenant shall at its sole cost and expense have a Site Assessment performed by a certified engineer to be performed on the Premises as to the presence of Hazardous Materials as defined in G.L. c. 21E, and will promptly forward a copy thereof to the Landlord.

ARTICLE ELEVEN – Miscellaneous

11.1 Notices. Whenever under this Lease a provision is made for any demand, notice, or declaration of any kind or where it is deemed desirable or necessary by either party to give or serve any such notice, demand, or declaration to the other, it shall be in writing sent by certified or registered mail, return receipt requested with postage prepaid at the address set forth in Article One, above, or at such other addresses as the parties may from time to time designate by written notice to the other party, as it may be changed by notice duly given hereunder.

11.2 Waiver. One or more waivers of any covenant, term, or condition of this Lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval of either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

11.3 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of rent nor any of the other provisions contained in this Lease nor any act or acts of the parties shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

11.4 Governing Law. The law of the Commonwealth of Massachusetts shall govern the validity, performance, and enforcement of this Lease.

11.5 Successors. The provisions, covenants, and conditions of this Lease shall be binding on the legal representatives, heirs, successors, and permitted assigns of the respective parties.

11.7 Amendments. Except as provided herein, no subsequent alterations, amendments, changes, or additions to this Lease shall be binding upon Landlord or Tenant unless and until reduced to writing and signed by both parties. Submission of this Lease by Landlord to Tenant for examination shall not bind Landlord in any manner, and no lease, contract, option, agreement to lease, or other obligation of Landlord shall arise until this Lease is signed by Landlord and delivered to Tenant.

11.8 Quiet Enjoyment: Landlord agrees that, on payment of the rentals herein provided for and the performance of the covenants and agreements on the part of the Tenant to be performed hereunder, Tenant shall have peaceful and quiet use and possession of the Premises.

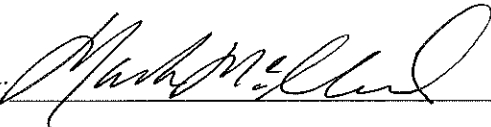
11.9 Severability. If any provision of this Lease is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision, provided, however, that the remainder of the Lease shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Lease Agreement to be executed under seal as of the day and year first above written.

NANTUCKET MEMORIAL AIRPORT
COMMISSION

TENANT: UNITED PARCEL SERVICE, INC.

By: _____

By:  _____

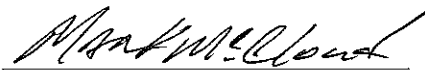
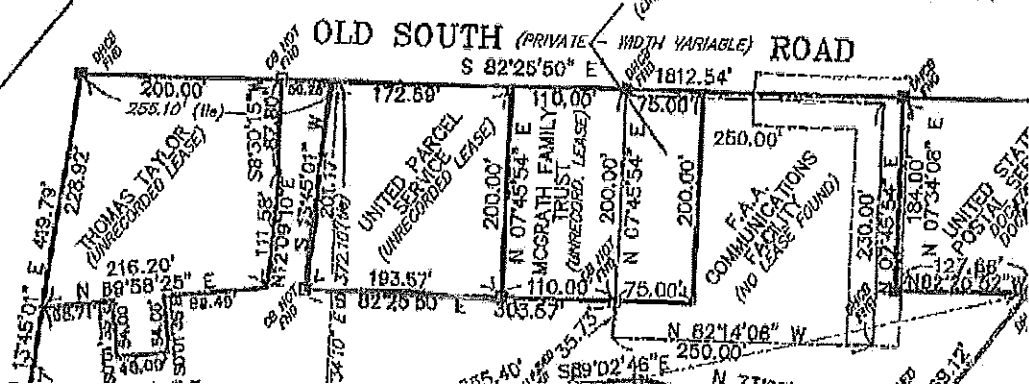
Print Name:  _____

EXHIBIT A

Description of Premises



From: John Stackpole [fuelorder@yahoo.com]
Sent: Wednesday, September 04, 2013 11:32 AM
To: trafter@nantucketairport.com; jtorres@nantucketairport.com
Subject: 40 Bunker Rdt

Good Morning Tom, Janine

I would like to know if you or the Commission would have a problem if we allow one of our customers to store boats on a portion of our new leasehold lot for the off season.

We are still working with the Town on the Bulk Fuel issues and have not yet determined the full time use of the premises. We will be doing some trucking business on the property through one of our entities, however that will only utilize a portion during the next winter and we are not ready to make any full commitments for the property going forward. I plan to keep you in the loop for the uses we make of the property and please let me know if you have any issues at any time.

Thank you for your thoughts and advise.

John

August Noise Complaint Summary:

August 2013 – 25 Noise Complaints.

In keeping with last month's format:

- 4 complaints were from one individual. They concerned IA C208 approaches to RW06
- 4 complaints were from another individual. They concerned (mostly IA) air taxi traffic within and adjacent to RW 06/24 3rd point arrivals/departures
- 3 complaints were from a 3rd individual. Two concerned HELO traffic (Med Flights) and the third presumably a stunt/P51 Mustang low flyover.
- 3 complaints were from a 4th individual. Two complaints concerned RW15/33 use during high volume traffic conditions, and the third concerned RW06 IFR departures.
- 2 complaints from a 5th individual concerning early/heavy volume on RW24 VFR arrivals over Squam Outer Marker.
- 4 complaints from 4 different people regarding out of corridor flights associated with RW24 approaches over Wigwam/Tom Nevers.
- 3 complaints from 3 different people concerning the 3rd Point noise abatement corridor.
- 1 complaint uninvestigated due to a lack of information
- 1 complaint uninvestigated due to its abusive nature

Architectural Consulting Group, LLC, Inc.

822 Mt. Pleasant Street New Bedford, MA 02745

Phone/Fax: 774-202-7991

E-Mail: acg_llc@ymail.com Website: www.acgllc.info

Nantucket Airport General Aviation & Administration Building

14 Airport Road, Nantucket, MA

MONTHLY SUMMARY REPORT ENDING June 30, 2013

Progress made by the end of the month was as follows:

WEATHER: Temperatures for the month ranged between the high 50's to high 60's (there was one day during the month that started in the mid 50's, and three days that ended in the low 70's). There were four days during the month when it was rained.

INTERIOR: Brite-Lite Electrical and National Grid were on site the last week of the month (Wednesday, June 26th) up-grading the transformer; disconnecting power and pulling wires and grounds.

Nauma, LLC was installing / grouting tile, moving stair treads and doors, and doing general cleaning on the interior and exterior during the 1st week of the month. During the 2nd week of the month they were doing mostly general cleaning. During the 3rd and 4th weeks of the month they were moving materials around the site (interior & exterior) as needed, tile and general cleaning, and preparing propane heaters to be removed from the site.

Grimes Construction was hanging doors, finishing pocket doors, working on finish trim, casings and baseboards, cutting holes in walls for fire suppression equipment, and prepping stair treads for sealer during the 1st week of the month. During the 2nd week of the month they were continuing with finish trim work and moldings, hanging doors, and baseboard and stair work. During the 3rd and 4th weeks of the month they were trimming 1st floor window, and continuing with the installation of doors, baseboard, and stairs.

Seekonk Heating was on site the 4th week of the month (Tuesday, June 25th) working on the HVAC systems.

EXTERIOR: No work done.

SITE: Toscana Corporation was on site the 2nd week of the month (Wednesday, June 12th) knocking down / leveling dirt piles.

SITE SECURITY: There were no reported incidents of site security to the best of my knowledge.

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MONTHLY SUMMARY REPORT ENDING June 30, 2013

MATERIALS: During the month Randy Hilst; Project Super/F&A picked up the following materials: pocket door hardware, sealer for stairs, screws, more stair stock, and PL 4000 adhesive. Materials delivered to the site during the month included: sealer for stair treads (Marine Home Center), tracks for pocket doors, a replacement door for the Administration Office, and steel rebar (Barker Steel).

COMMENTS / CONCERNS:

During the month the following items were discussed:

- A problem with the pocket door finish.
- Getting the contractor to install support brackets for the main carrying girders (fabricated and sitting on site for six weeks).
- Re-installing fence screen that was removed for generator/transformer work.
- Scheduling the continuation of tile work (stopped due to threshold and plumbing issues).
- Adding a window and opening a wall up where the pilots check in.
- Skirt board stock cupping from sitting in an uncontrolled climate.
- Carpenters installing finished stair treads without adhesive.
- ACG's 'Work to be completed/corrected list'.

Concerns:

- Lack of manpower on site.
- Lack of materials on site to complete work (Example: tile.).
- Lack of a climate controlled environment has affected the schedule; floors, etc.
- Poor coordination of scheduling contractor to work on grade beam.
- Lack of scheduling work during ambient temperature days.
- Progress appears to be several months behind schedule; lack of progress as per submitted schedule events.

Respectfully submitted,

Jerry Whritenour
Architectural Consulting Group, LLC, Inc.

Architectural Consulting Group, LLC, Inc.

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E-Mail: acg_llc@ymail.com Website: www.acgllc.info

Nantucket Airport Administration Building

14 Airport Road, Nantucket, MA 02554

Monthly Summary Report Ending July 31, 2013

Progress made by the end of the month was as follows:

Weather: Baring a few days of heavy rain the weather hasn't affected construction progress.

Temporary:

- Temporary fencing repair is needed near the taxi waiting area.
- The building is still running on temporary power.
- Porta-jons have been serviced on a regular basis, and the dumpster has been changed out.
- Prior to the installation of the air conditioning units (ACU's) there was a lack of adequate humidity control throughout the building. Even with the (eventual) use of some dehumidifiers, the building's interior humidity was between 60% and 75%.

Site Condition: Housekeeping has, and is being addressed, but it is felt that more attention is needed to better prevent the buildup of unneeded and unwanted materials.

Utilities: The utilities have been maintained throughout the month, except for the time necessary (a few hours) to swap out and connect the correct transformer (one that has a meter socket).

Site work:

- All site utility and mechanical slabs were installed with compaction, crushed stone bases, rebar and required accessories.
- The generator, transformer, and propane tank (set in sand and grounded) were installed.
- The concrete base for the generator bollards was installed, and the bollards were filled with concrete.

Concrete: All interior slabs, exterior entrance, and mechanical slabs were poured.

Plumbing: Some bathroom fixtures have been installed.

Painting: Painters were on site during the end of the month caulking and priming interior trim on the second floor.

Nantucket Airport Administration Building

14 Airport Road, Nantucket, MA 02554

Monthly Summary Report Ending July 31, 2013

Electrical:

- The emergency generator was installed and wired.
- The incorrect transformer that was installed (without a meter socket) was switched out with a correct one (that has a meter socket).
- ACU's were wired, and are working.
- Other interior electrical work has not been completed; the plate finishes and installation of lighting fixtures have to be completed after other trades complete some or all of their work.

Carpentry: The following work was performed during the month:

Interior:

- Interior stairway work has included: cap rails, baseboards, treads, and nosings.
- Metal and wood interior doors have been installed.
- Cabinets were being installed at months end.

Exterior:

- Exterior trim at columns has been installed; the incorrect Azek ¼ round was removed and replaced with wood ¼ round. Some exterior column trim still requires repair.
- Note: Some of the cedar shingles and column trim work have been damaged by lack of and/or improper protection to prevent concrete from damaging surrounding/nearby materials during the concrete pouring process.

Housekeeping: Interior and exterior housekeeping has been on-going throughout the month. Also, the laborer has been helping and doing odd jobs around the site when asked.

Fabricated metals: All railings at stairways have been installed, and the paint has been touched up.

Mechanical/HVAC: All air conditioning units (ACU's) were installed, wired, and working at the end of the month. The ACU's are running and keeping the interior at approximately 68 degrees, and continuously removing moisture from the building.

Tile: Tiling began again; work on the bathroom floors and walls continued during the end of the month.

Nantucket Airport Administration Building

14 Airport Road, Nantucket, MA 02554

Monthly Summary Report Ending July 31, 2013

Third Party Testing: The rebar at the main entrance footing and foundation were not inspected. Photos of the rebar arrangement were sent to the Engineer for review via the Architect.

Schedule: The construction is months behind schedule. A new working and acceptable schedule is due for the next pencil requisition; to accurately project the substantial completion and finish dates.

Comments/Concerns:

- Lack of manpower and scheduling has caused the project to fall behind schedule.
- There were many instances during the month that different trades could have been working simultaneously and they were not.

Several items still require attention:

- The ponding at the roof under the pilot's deck has not been resolved, although the membrane has been repaired, and does not leak.
- A driving rain seems to cause water infiltration at door # 4.
- The railing post anchorages at the deck off of the 2nd floor administrator office 221 have back to front movement.

Meeting minutes 8/22/2013
Nantucket Memorial Airport Commission
Energy and Environment Subcommittee

Attending:

Noah Karberg, ACK Environmental Coordinator
Tom Rafter, ACK Airport Manager
David Gray Sr, Airport Commission Member
Arthur Gasbarro, Airport Commission Member

Location: 126A Old South Rd

Call to Order: 4:30 pm 8/22/2013

Topic:

Master Plan

Discussed were current relevant environmental aspects of the Master Plan. The Open House involved about 60 attendees and went over fairly well. Noah Karberg commented that the most useful aspect was that it seemed to help to educate the public in the area of noise and noise abatement. As part of the scope of the Master Plan, KM Chung had arrived and begun a round of noise measurements. These were not specific to updating the NEM, rather as just a check on levels and as due diligence and to gather data on how the fleet may have changed noise levels. The measurements taken were LEQ's, not individual events, and there were several stations chosen in addition to ad hoc measurements. Noah Karberg was able to discuss with the KM Chung technician the process for renting/purchasing noise monitoring equipment, how to use it, etc. No data has been made available yet. The next step is traffic counts, this will have relation to addressing bus service and public transportation under the carbon neutral program.

Carbon Neutral Update.

A webinar is scheduled for 9/11/2013 to discuss a draft RFP for engaging an ESCO. This was in the process of being reviewed by the ACK team, and a meeting is scheduled to discuss Town milestones and specific content. Also identified was a consultant and some electric vehicle opportunities on our fleet plan: a meeting was to be scheduled with consultant to discuss opportunities for fleet upgrades and the context of available grants/funding. A conversation also took place with MBTA/MassDOT about ways to work with the local NRTA to expand service at the Airport.

Natural Heritage Updates.

NJK has been working with Jacobs and submitted the request to NHESP to amend existing CMP for DELTA area plant transplant of sandplain blue eyed grass. Discussed were the number, distribution, and transplant location of the affected plants. The Bunker area will require a MESA filing as it was 1) excepted from the previous CMP, likely involves priority habitat. Sandplain

blue eyed grass populations have been identified. We are working very well with Mass Natural Heritage and they are giving us some good feedback. A meeting was held on the Former FAA parcel at the Town building which I was able to attend. The date has long passed where the FAA or the Airport can make a claim on the property as future off site mitigation. The botanical inventory continues, and is turning up biologically great grasslands. The data is good not only for a standpoint of demonstrating our commitment to our CMP to NHESP, but I believe will help validate our management strategy. I hope for a full update/report by January TAC.

Noise Abatement Program.

Discussed was the Passur flight tracking programs and software. There are conflicting sets of problems, those caused by discrepancies in our actual radar feed, versus steps taken in the programming of Passur. The Passur feed by nature, “spies” on the radar feed, so it needs to be constantly recoded. The difficulty for NJK is determining what constitutes an outage of service caused by Passur not changing the code versus the underlying feed. For this reason, it has been difficult to withhold money for terms of service according to our contract, may or may not be under Passur’s control. The end result is that the feed does not accomplish what we need it to, especially in relationship to departures and VFR flights. This was explained in a series of handouts from screen captures of the various programs. Also discussed was the summary of complaints year to date. NJK discussed the patterns of complaints and problems in the data set, but that there were some conclusions that we could draw. There are some basic types of complains that group well – complaints of flights in track versus out of track, heavy volume versus single event, etc. While the complaints follow this now, databases have evolved over the summer as the nature and content of the complaints have changed. Also discussed were how 75% of the complaint volume is from 3-4 callers. Each of these people have entirely different issues. From an operation standpoint, it is most useful look at the 25% of callers who do not repeat (as their complaints show where we can improve), rather than grinding an axe.

Adjourn: 6:00 pm