

# NANTUCKET MEMORIAL AIRPORT COMMISSION


**October 28, 2014**  
**Agenda**


1. Review and Approve:
  - a. Agenda
  - b. 10/14/14 Minutes
  - c. Ratify 10/22/14 Warrant
  - d. Approve 11/5/14 Warrant - *Pending*
2. Public Comment
3. Pending Leases/Contracts as Set Forth on Exhibit 1, which Exhibit is Herein Incorporated by Reference
4. Pending Matters
  - a. **070913-1** TON Memorandum of Understanding (MOU) Update
  - b. **042214-2** Formerly Used Defense Site (FUDS) Status
5. GA/Admin Building Update
  - a. Funds
  - b. Change Orders
  - c. NAG Amendment
6. Finance
  - a. **102814-1** FAA Five Year CIP
  - b. **090914-4** FY16 Capital Requests Update
7. **022613-2** Master Plan and Sustainability Program Update
  - a. Jacobs Amendment
8. Manager's Report
  - a. Other Project Updates
  - b. RFP/Bid Updates
  - c. Operations Update
  - d. November Commission Meeting Dates
  - e. September Statistics
9. Sub-Committee – Reports
10. Commissioner's Comments
11. Public Comment

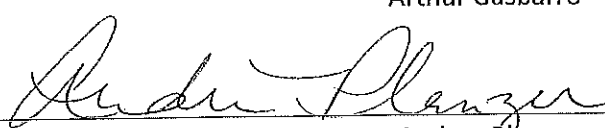


# Warrant 10/22/2014


Please Sign and Date

 10/14/14  
Daniel Drake

 10/14/14  
Arthur Gasbarro

 10/13/14  
Andrea Planzer

 10/ /14  
Jeanette Topham

 10/14/14  
Anthony G. Bouscaren

Batch# <u>2489</u>	Total <u>2,781.70</u>	Batch Date <u>10/6/14</u>	Initial <u>JD RP AG CWR</u>
Batch# <u>2491</u>	Total <u>16,752.38</u>	Batch Date <u>10/6/14</u>	Initial <u>JD RP AG CWR</u>
Batch# <u>2492</u>	Total <u>188,084.22</u>	Batch Date <u>10/6/14</u>	Initial <u>JD RP AG CWR</u>
Batch# <u>2493</u>	Total <u>79,523.69</u>	Batch Date <u>10/6/14</u>	Initial <u>JD RP AG CWR</u>
Batch# <u>2494</u>	Total <u>7,333.03</u>	Batch Date <u>10/6/14</u>	Initial <u>JD RP AG CWR</u>
Batch# <u>2495</u>	Total <u>3,563.74</u>	Batch Date <u>10/8/14</u>	Initial <u>JD RP AG CWR</u>
Batch# <u>2524</u>	Total <u>1,444.50</u>	Batch Date <u>10/15/14</u>	Initial <u>See attached for Signatures</u>
Batch# _____	Total _____	Batch Date _____	Initial _____
Batch# _____	Total _____	Batch Date _____	Initial _____

EXHIBIT 1  
PENDING LEASES/CONTRACTS/AGREEMENTS  
October 28, 2014

Type of Agreement/Description	With	Amount	Other Information	Source of Funding
Lease Agreement	JetBlue Airways	(\$11,000)	Seasonal Airline Agreement	Rental Income
			Plus \$1,500 Annual Business Fee	
			Plus Landing Fees	
Lease Agreement	Delta Air Lines	(\$11,000)	Seasonal Airline Agreement	Rental Income
			Plus \$1,500 Annual Business Fee	
			Plus Landing Fees	
Contract Amendment	Jacobs Engineering	\$0	Amendment #1	Capital Budget
			Master Plan Contract to Extend Expiration Date from 7/9/14 to 6/30/15	
Contract Amendment	Nantucket Architecture Group	\$42,900	Amendment #3	Operating Budget
			GA/Admin Building	
			Construction Services	

Pending as of Meeting Posting Date

NANTUCKET MEMORIAL AIRPORT COMMISSION

**LEASE AGREEMENT**

**LESSEE NAME: JetBlue Airways Corporation**

**ADDRESS: Attn: Kevin Costello  
JetBlue Airways Corporation  
27-01 Queens Plaza North  
Long Island City, NY 11101**

**PHONE: 718-709-3349**

**SPACE: (counter, office, etc.)**

**INTENDED USE: Seasonal Airline  
(Ground Handled by Cape Air)**

**LOCATION: Terminal**

**SIZE: 1100 (SQ.FT.)**

**ANNUAL FEES: \$1,500**

**RENT: \$2,750 p/m (4 Mo. Minimum) PLUS MONTHLY: Landing Fees  
Paid in Advance**

**AMOUNT IN LIEU OF TAXES: None**

**SECURITY DEPOSIT: \$10,000 (On Deposit)**

**STARTING DATE: 05/15/14**

**ENDING DATE: 10/31/14**

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

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

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

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

3. RENT: LESSEE shall pay LESSOR its rent annually, or monthly, the sum of \$13,750.00 in advance of the first day of the term. Payment shall be made at LESSOR's office located at the Airport. LESSEE shall also be responsible for Airport fees determined annually by LESSOR. The amount of rent may be changed by the LESSOR upon thirty (30) days written notice to the LESSEE prior to the commencement of the term or any renewal term. In addition to the rent, the LESSEE shall also pay a monthly fee and an amount in lieu of taxes apportioned on a monthly basis, as set forth above.

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

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

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

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

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

LESSEE shall reimburse the LESSOR for all cost and expense incurred by the LESSOR to clean the Premises.

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

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

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

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

(a) To adopt from time to time rules and regulations not inconsistent with terms of this Lease for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom LESSEE agrees to comply; and

(b) To enter upon Premises and facilities of the LESSEE any reasonable time for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the LESSOR. LESSOR in such case is to use its best efforts to avoid disruption of LESSEE's operation.

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

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

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

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

10. HAZARDOUS MATERIALS. Except for common office or household cleaning products used in accordance with manufacturer's instructions and all applicable governmental laws, regulations and requirements, LESSEE shall not use, handle, store or dispose of any Hazardous Waste, Hazardous Material, Oil or radiomactive material, as such terms are used or defined in Section 2 of Chapter 21C, Section 2 of Chapter 21D, and Section 2 of Chapter 21E of the General Laws of Massachusetts, and the regulations promulgated thereunder, as such laws and regulations may be amended from time to time (collectively "Hazardous Materials") in, under, on or about the Premises except for such storage and use consented to by LESSOR in advance in writing, which consent may be withheld in LESSOR'S sole and absolute discretion. Any Hazarouds Materials on the Premises, and all containers therefore, shall be used, kept, stored and disposed of in conformity with all applicable laws, ordinances, codes, rules, regulations and orders of governmental authorities. Any violation of said laws, rules or regulations shall be deemed a material breach of

this Lease for which LESSOR may terminate this Lease without penalty. LESSEE shall (i) notify LESSOR immediately of any release or threat of release of any Hazardous Material on or from the Premises and any loss or damage or claim of loss or damage resulting therefrom, (ii) be solely responsible for remediating all contamination in compliance with all applicable statutes, regulations and standards, at LESSEE'S sole cost and expense, and in addition to any other rights and remedies available to LESSOR, (iii) indemnify, defend and hold LESSOR harmless from and against all liability, loss, damage, costs and expenses (including without limitation, reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of any nature in any way suffered, incurred or paid as a result of the presence or release or threatened release of Hazardous Materials on or from the Premises which is caused or exacerbated by LESSEE, its agents, employees, contractors, representatives, licensees, or invitees. LESSEE hereby acknowledges and agrees that LESSOR shall have no responsibility to LESSEE, its agents, employees, representatives, permittee and invitees, for the presence of such Hazardous Materials on the Premises or be required to abate or remediate the same. This provision shall survive the expiration or termination of this Lease.

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

**ADDITIONAL INSURED:**

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

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

**LIABILITY INSURANCE:** The LESSEE shall maintain, in full force from the date of commencement of the Lease throughout the Term and thereafter so long as LESSEE is in occupancy



of the Premises with respect to the Premises and the property of which the Premises are a part, comprehensive public liability insurance, in the amount of \$3,000,000, for each occurrence with property damage insurance limits of \$1,000,000, for each occurrence. The policy shall be written with responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

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

WORKER'S COMPENSATION INSURANCE: The LESSEE and any of its contractors shall maintain and keep in force Workers' Compensation Insurance, which is recognized by the Commonwealth of Massachusetts, and shall deliver to the LESSOR copies of certificate of insurance naming the LESSOR as an additional insured. Without limiting LESSOR's other rights under any other provisions of this Lease, if LESSEE shall fail to keep the Premises insured as provided herein, and if such failure shall continue for a period of ten (10) days following written notice by LESSOR to LESSEE thereof, then LESSOR, without further notice to LESSEE, may take out and pay for such insurance, and the amount of such payment shall become due and payable as Additional Rent on demand.

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

- (a) The failure of LESSEE to make payment of any installment of rent or other sum therein specified and such default shall continue for ten (10) days after written notice thereof; or
- (b) The failure of the LESSEE to observe or perform any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or if such failure is of such a nature that LESSEE cannot reasonably remedy the same within such thirty (30) day period, LESSEE shall fail to commence promptly (and in any event within such thirty (30) day period) to remedy the same and to prosecute such remedy to completion with diligence and continuity, or
- (c) The filing by LESSEE of a voluntary petition or the filing against LESSEE of an involuntary petition in bankruptcy or insolvency or adjudication of bankruptcy or insolvency of LESSEE, or the filing by LESSEE of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future applicable federal, or state law, or the assignment by LESSEE for the benefit of creditors, or appointment of a Trustee, receiver, or liquidation of all or any part of the assets of LESSEE, and within sixty (60) days after the commencement of any such proceeding against LESSEE, such proceeding shall not have been dismissed, or if within ninety (90) days after the appointment of any such trustee, receiver or liquidator of LESSEE or of all or any part of LESSEE's property, without the acquiescence of LESSEE, such appointment shall not have been vacated or otherwise discharged, or if any

execution or attachment shall be issued against LESSEE or any of LESSEE's property pursuant to which the Premises shall be taken or occupied or attempted to be taken or occupied. Then in any such case, LESSOR may terminate this Lease by written notice to LESSEE specifying a date not less than five (5) days after the giving of such notice on which this Lease shall terminate, and LESSEE shall then quit and surrender the Premises to LESSOR, but LESSEE shall remain liable as hereinafter provided.

If LESSEE defaults under the terms of this Lease as defined above, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the term of this Lease ended, and remove the LESSEES's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

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

14. TITLE SIX ASSURANCES – NONDISCRIMINATION:

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

in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

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

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

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

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

(3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title of the Civil Rights Act of 1964 and as said Regulations may be amended.

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

#### 15. GENERAL PROVISIONS:

(a) Subordination of Lease. This Lease shall be subordinated to the provisions of:

(1) any existing or future agreement between LESSOR and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or improvement of the Airport; and

(2) any pledge, transfer, hypothecation or assignment made at any time by the LESSOR to secure bonds or other financing.

(b) Compliance by Other Lessees. LESSOR shall, whenever possible, make reasonable efforts to obtain, uniform compliance with its rules and regulations; however, LESSOR shall not be liable to LESSEE for any violation or non-observance of such rules and regulations by any tenant, concessionaire or LESSEE at the Airport.

(c) Independent Contractor. It is agreed that LESSEE is an independent contractor hereunder and not an agent or employee of LESSOR with respect to its acts or omissions.

(d) Sublease; Successors and Assigns. LESSEE shall have no right to sublease the Premises or assign this Agreement without the prior written approval of LESSOR. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the respective parties hereto.

(e) Notices. All notices required to be given to LESSOR or LESSEE shall be in writing and shall be given personally or sent by certified mail, return receipt requested, addressed to such party at its latest address of record. Notices to LESSOR shall be addressed to Airport Commissioners, Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 and notices to LESSEE addressed to its address on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.

(f) Governing Law. This Lease is read and construed in accordance with the laws of the Commonwealth of Massachusetts except where State law shall be preempted by any rules, laws or regulations of the government of the United States of America. The parties hereto agree that any court of proper jurisdiction sitting in Nantucket County, Massachusetts, shall be the proper forum for any actions brought hereunder.

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

**Signature Page to Follow**

**NOTICE TO LESSEE:**

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

LESSEE, BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

Lessee: JetBlue Airways Corporaiton

Lessor: Nantucket Memorial Airport Commission

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

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

Print: \_\_\_\_\_

\_\_\_\_\_

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

496956v.3/19715/0001

NANTUCKET MEMORIAL AIRPORT COMMISSION

**LEASE AGREEMENT**

**LESSEE NAME: Delta Air Lines, Inc.**

**d/b/a Delta Connection, Inc.**

**ADDRESS: Attn: Amira Trebincevic  
Corporate Real Estate  
Delta Air Lines, Dept. 877  
PO Box 20706  
Atlanta, GA 30320-6001**

**PHONE: 404-715-2114**

**SPACE: (counter, office, etc.)**

**INTENDED USE: Seasonal Airline**

**LOCATION: Terminal**

**SIZE: Counter/Office 174 (SQ.FT.)**

**ANNUAL FEES: Business Fee \$1,500  
Intercom \$480**

**RENT (PAYABLE UP FRONT) \$17,960  
(Seasonal Fee \$2,750 p/m 4 Month Minimum)  
(Space \$6,960)**

**PLUS MONTHLY: Landing Fees**

**AMOUNT IN LIEU OF TAXES: None**

**SECURITY DEPOSIT: \$10,000 (Pd)**

**STARTING DATE: 6/1/2014**

**ENDING DATE: 9/30/14**

This Lease Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Town of Nantucket acting by and through the Nantucket Memorial Airport Commission, a commission established, pursuant to the powers contained in G.L. c.90, Section 51E, having an address of Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 hereinafter called "LESSOR" and Delta Air Lines, Inc., d/b/a Delta Connection, Inc.\*, "LESSEE", named above hereinafter called "LESSEE".

\*Delta service into Nantucket will be operated by Delta Connection Inc...using an Affiliate carrier. "Affiliate" shall mean any Air Transportation Company that is either a Subsidiary Airline or operates under contract using essentially the same trade name as Airline at the Airport and uses essentially the same livery as Airline. Airline and any Affiliate shall be counted as one entity for the purposes of computing any Joint Use Area Formula, MII formulas and Minimum Use Requirement

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

1. PREMISES: LESSOR agrees to lease to LESSEE the above space (the "space" or "Premises") at LESSOR's facility known as Nantucket Memorial Airport (the "Airport"), all on the terms and subject

to the conditions of this Agreement. Notwithsatnding anything to the contrary in this Lease, the Premises are hereby leased in an "as is" condition without any representations or warranties whatsoever, express or implied.

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

3. RENT: LESSEE shall pay LESSOR its rent annually, or monthly, the sum of \$17,960.00 in advance of the first day of the term. Payment shall be made at LESSOR's office located at the Airport. LESSEE shall also be responsible for Airport fees determined annually by LESSOR. The amount of rent may be changed by the LESSOR upon thirty (30) days written notice to the LESSEE prior to the commencement of the term or any renewal term. In addition to the rent, the LESSEE shall also pay a monthly fee and an amount in lieu of taxes apportioned on a monthly basis, as set forth above.

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

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

- (a) To furnish, install and maintain in the Premises equipment and fixtures necessary for carrying on the purpose as hereinabove described, together with electrical rearrangements, decorating and other work, all at LESSEE's sole cost and expense, and all subject to the prior approval of the Board of Commissioners of the Nantucket Memorial Airport or such Commissioners acting through the Airport Manager of the Nantucket Memorial Airport (the "Airport Commissioners") who may require that said fixtures and equipment be of the same design and appearance as other lessees.
- (b) Not to exhibit any sign or advertisements in or about the Premises without the prior approval of the Airport Commissioners.
- (c) To keep its furniture, equipment and fixtures and the areas immediately adjoining the Premises in a clean, safe, and sanitary condition, providing proper waste receptacles, and any other service which is necessary to keep the Premises and the improvements free of any condition that may pose a threat or risk of damage or injury to person or property. LESSOR shall have the right, without any obligation to do so, to enter upon the Premises and put them in a clean and sanitary condition in the event that LESSEE fails to do so within twenty-four (24) hours after notice of such condition. In the event the LESSEE fails to comply with any such notice and LESSOR acts to clean the Premises, LESSEE shall reimburse the LESSOR for all cost and expense incurred by the LESSOR to clean the Premises.

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

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

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

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

(a) To adopt from time to time rules and regulations not inconsistent with terms of this Lease for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom LESSEE agrees to comply; and

(b) To enter upon Premises and facilities of the LESSEE any reasonable time for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the LESSOR. LESSOR in such case is to use its best efforts to avoid disruption of LESSEE's operation.

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



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

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

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

10. HAZARDOUS MATERIALS. Except for common office or household cleaning products used in accordance with manufacturer's instructions and all applicable governmental laws, regulations and requirements, LESSEE shall not use, handle, store or dispose of any Hazardous Waste, Hazardous Material, Oil or 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 thereunder, as such laws and regulations may be amended from time to time (collectively "Hazardous Materials") in, under, on or about the Premises except for such storage and use consented to by LESSOR in advance in writing, will not be unreasonably withheld, conditioned or delayed. 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 may be deemed a material breach of this Lease for which LESSOR may terminate this Lease without penalty. LESSEE shall (i) notify LESSOR immediately of a release or threat of release of a of Hazardous Material in a quantity deemed reportable by the Commonwealth of Massachusetts, Department of Environmental Protection ("DEP") on or from the Premises and any loss or damage or claim of loss or damage resulting therefrom, (ii) be solely responsible for remediating all Hazardous Material contamination on or from the Premises caused by LESSEE in compliance with all applicable statutes, regulations and standards, at LESSEE'S sole cost and expense, and in addition to any other

rights and remedies available to LESSOR, (iii) indemnify, defend and hold LESSOR harmless from and against all liability, loss, damage, costs and expenses (including without limitation, reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of any nature in any way suffered, incurred or paid as a result of the presence or release or threatened release of Hazardous Materials on or from the Premises during the term which is caused by LESSEE, its agents, employees, contractors, representatives, licensees, or invitees. LESSEE hereby acknowledges and agrees that LESSOR shall have no responsibility to LESSEE, its agents, employees, representatives, 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 the presence of Hazardous Materials on the Premises is caused by LESSOR, its agents, employees, representatives, permittees and invitees. This provision shall survive the expiration or termination of this Lease.

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

**ADDITIONAL INSURED:**

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

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

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

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

WORKER'S COMPENSATION INSURANCE: The LESSEE and any of its contractors shall maintain and keep in force Workers' Compensation Insurance, which is recognized by the Commonwealth of Massachusetts, and shall deliver to the LESSOR copies of certificate of insurance naming the LESSOR as an additional insured. Without limiting LESSOR's other rights under any other provisions of this Lease, if LESSEE shall fail to keep the Premises insured as provided herein, and if such failure shall continue for a period of ten (10) days following written notice by LESSOR to LESSEE thereof, then LESSOR, without further notice to LESSEE, may take out and pay for such insurance, and the amount of such payment shall become due and payable as Additional Rent on demand.

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

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

If LESSEE defaults under the terms of this Lease as defined above, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the term of this Lease ended, and remove the LESSEES's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The

LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

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

14. TITLE SIX ASSURANCES – NONDISCRIMINATION:

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

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

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

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

- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,
- (3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title of the Civil Rights Act of 1964 and as said Regulations may be amended.

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

15. GENERAL PROVISIONS:

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

(f) Governing Law. This Lease is read and construed in accordance with the laws of the Commonwealth of Massachusetts except where State law shall be preempted by any rules, laws or regulations of the government of the United States of America. The parties hereto agree that any court of proper jurisdiction sitting in Nantucket County, Massachusetts, shall be the proper forum for any actions brought hereunder.

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

**Signature Page to Follow**

**NOTICE TO LESSEE:**

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

LESSEE, BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

Lessee: Delta Air Lines

Lessor: Nantucket Memorial Airport Commission

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

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

Chairman

Date

\_\_\_\_\_

Title

\_\_\_\_\_

\_\_\_\_\_

496956v.3/19715/0001



TOWN OF NANTUCKET  
CONTRACT AMENDMENT #1  
with  
JACOBS ENGINEERING GROUP, INC.

Project Name: Airport Master Plan & Sustainability Program  
Nantucket Memorial Airport

Amendment Number: One

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by the Town of Nantucket, Nantucket Memorial Airport (hereinafter "TOWN") and Jacobs Engineering Group, Inc. (hereinafter "CONTRACTOR").

WHEREAS, on or about the 1<sup>st</sup> day of July, 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 Section 3 item A – by changing July 9, 2014 to June 30, 2015.*

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

THIS AMENDMENT shall be effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014 and shall continue through the 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.

CONTRACTOR:

TOWN OF NANTUCKET/NANTUCKET MEMORIAL AIRPORT:

\_\_\_\_\_  
Jacobs Engineering Group, Inc. Date

\_\_\_\_\_  
Daniel W. Drake, Chairman Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**AGREEMENT FOR PROFESSIONAL  
ENGINEERING SERVICES  
BETWEEN  
THE TOWN OF NANTUCKET, MASSACHUSETTS  
AND  
JACOBS ENGINEERING GROUP INC.  
FOR  
AIRPORT MASTER PLAN and SUSTAINABILITY PROGRAM**

This AGREEMENT made this 15 day of July, 2013 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", 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 "**Master Plan and Sustainability Program**", 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 **\$949,484.00**. The contract is funded as follows: 90% (\$881,536.00) by the Federal Aviation Administration ("FAA"); 7.5% (\$73,461.00) by the Massachusetts Department of Transportation Aeronautics Division (MassDOT) under the Federal AIP; and 2.5% (24,487.00) by the TOWN of Nantucket. **The breakdown of fees is shown in more detail in Exhibit A, Attachment 11, attached to and made part of this Agreement.**

3. Commencement and Completion of Work

- A. The ENGINEER shall commence and prosecute the work under this Agreement upon execution hereof and shall perform the work on or before July 9, 2014.
- 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 time stated above.

WJR  
TR

GA Building Summary

1,500,000.00	ATM 2010 ART 13	
3,000,000.00	ATM 2011 ART 12	
100,000.00	STM 2012 ART 2	see <b>NOTE A</b> below
578,032.00	STM 2012 ART 2	see <b>NOTE B</b> below

(4,683,516.83)	Expenditures
(17,697.00)	Encumbrances

<b>476,818.17</b>	<b>Remaining Budget</b>
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53,918.53	Change Orders <i>(please note that change orders are inclusive of the amount expended to date )</i>
10,724.42	Pending Change Orders
361,754.00	Current liquidated damages amount to date

\$ Transferred		Funding Source	Authorization	Purpose
<b>NOTE A</b>	\$ 100,000.00	Landscape Perimeter Fence 2009 ATM Art. 13	2012 STM ART 2	Professional Services, permitting, construction & other costs associated with Airport parking lot improvements.
	\$ 275,020.00	Terminal Building Improvements 2008 ATM Art. 13	2012 STM ART 2	Supplemental appropriation for professional services, permitting, construction, and other costs associated with the General Aviation Building and furnishings as well as removal of the flat top building.
	\$ 147,096.00	Terminal Building Renovations 2009 ATM Art. 13	2012 STM ART 2	
<b>NOTE B</b>	\$ 8,138.00	Raze & Remove Annex 2009 ATM Art. 13	2012 STM ART 2	
	\$ 147,777.00	Landscape Perimeter Fence 2009 ATM Art. 13	2012 STM ART 2	Purchase furnishings and equipment for the Airport and General Aviation Building
	\$ 578,031.00			

10/24/2014

# GA/ADMIN BUILDING CONSTRUCTION CHANGE ORDERS

Pre-Policy Approved Change Orders			Per Policy Adopted 4/23/13		
			Change Orders Approved by Manager		Pending Change Orders > \$10K
<b>Baybutt</b>			<b>Previously Reported</b>		
CO #1	7/20/12	(9,500.00)	PCO # 8	5/1/2013	(6,892.57)
			PCO #9	5/1/2013	(7,969.55)
<b>Merchants</b>			PCO #10	4/26/2013	(25,572.10)
PCO #1	4/3/13	4,024.99	PCO #11	4/30/2013	2,682.62
PCO #2	4/3/13	612.80	PCO #7	6/12/2013	(13,260.00)
PCO #4	4/16/13	3,777.72	PCO #13	6/12/2013	5,640.75
PCO #6E	4/23/13	12,436.49	PCO #14	6/12/2013	(10,268.00)
Total Pre-Policy Approved COs		11,352.00	PCO #15	6/26/2013	52,133.66
			PCO #12	4/25/2013	5,396.00
			PCO #16	6/24/2013	9,367.10
			PCO #17	6/25/2013	1,250.91
			PCO #18	10/17/2013	(950.00)
			PCO #23	10/17/2013	2,358.01
			PCO #27 R	8/29/2013	12,387.51
			PCO #28	10/17/2013	2,636.09
			PCO #19R	7/7/2014	5,963.31
			Previously Approved/Ratified		34,903.74
			<b>Since 8/12/14</b>		
			PCO #20	1/9/2014	1,173.00
			PCO #21	1/9/2014	3,059.80
			PCO #24R	7/7/2014	3,429.89
			Total since 8/12/14		\$7,662.69
					Total Pending \$0.00

Original Baybutt Contract	3,819,525.00
"Pre-Policy" Approved Change Orders	11,352.00
Previously Approved/Ratified	34,903.74
<b>Total new CO to Ratify</b>	<b>\$7,662.69</b>
Total Net Change Orders a/o 10/14/14	53,918.43
New Contract Total a/o 10/14/14	3,927,361.86
<b>Total new CO &gt; \$10K to Approve</b>	<b>\$0.00</b>
Pending New Contract Total	3,927,361.86

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





MERCHANTS BONDING COMPANY  
C/O FASANO ACCHIONE & ASSOCIATES LLC  
8 EAST HINCKLEY AVENUE, SUITE 203  
RIDLEY PARK, PA 19078

NANTUCKET AIRPORT FBO  
& ADMIN BLDG  
14 Airport Road  
Nantucket, MA 02554

DATE OF PCO: 8/02/13  
DATE SUBMITTED: 8/02/13

PROPOSED CHANGE ORDER

MERCHANTS PCO # 020

Merchants Bonding Company	
Subcontractor Proposal Number: Ideal Floor Covering # 6288	
Reason for Scope Change: Areas of hardwood missed on contract drawings	
The reason for the change is: The top of landings at Stair # 201 and Stair # 214 require hardwood flooring to be installed in order to comply with stair riser heights required by Code. Hardwood for these areas is not indicated on the contract drawings. 60 square feet of material is required.	
Ideal Floor Covering Quote # 6288	\$ 1,020.00
SUBCONTRACTOR	
Subcontractor AMOUNT	\$ 1,020.00
Subcontractor Overhead & Profit & Bond	
SUBCONTRACTOR TOTAL	\$ 1,020.00
Merchants/FAA Overhead and Profit; 15%	\$153.00
Total, THIS PCO	\$1,173.00
TOTAL MERCHANTS PCO #020	\$1,173.00
The Original Contract Sum was	
Net Change by previously authorized BY Change Orders/Amendments	
The Contract Sum prior to this Change Order was	
The Contract Sum will be increased by this Change Order	
The new Contract Sum including this change order will be	
Merchants reserves the rights to additional time as a result of this change	
Not valid until signed by both the OWNER and CONTRACTOR	
Town Of Nantucket Acting By its Airport Commission Owner Thomas Ratter 1/9/14	Merchants Bonding Company Completing Surety ON BEHALF OF MERCHANTS BONDING 7-7-14 COMPANY

PCO # 020



# Quote



Acct # 5334

For:

**MERCHANTS BONDING CO**  
**237 W 35TH ST**  
**SUITE 1102**  
**NEW YORK, NY 10001**

Ship To:

**MERCHANTS BONDING CO**  
**NANTUCKET AIRPORT**  
**NEW YORK, NY 10001**

Quote #

6288

Customer PO

Contract #

Date

6/6/2013

Sales Person1

SHAYNE

Sales Person2

Type	Quantity	Product Description Labor Description	Color / Item Number Room	Price	Total
Wood					
Materials	60 SqFt	5" RED OAK SELECT		\$9.50	\$570.00
Labor	60 SqFt	Hardwood Install, Stain, and Finish		\$7.50	\$450.00

## Information

## Total

Labor	\$450.00
Materials	\$570.00
Sales Tax	
<b>Grand Total</b>	<b>\$1,020.00</b>
Deposit	
Date	
Chk#	

\*PLEASE CALL AHEAD FOR CUSTOMER PICK UP SO WE CAN PREPARE YOUR ORDER \*

ALL SPECIAL ORDERS ARE SUBJECT TO A \$48.00 FREIGHT/FUEL SURCHARGE

A MINIMUM OF 50% IS REQUIRED TO ORDER/RESERVE MATERIALS AND SERVICES.

\*\*\*\*\*NO RETURNS ON ANY SPECIAL ORDER/NON-STOCKING MATERIAL\*\*\*\*\*

ALL RETURNS ON ANY IN STOCK MATERIALS MUST BE MADE WITHIN 30 DAYS OF ORDERING. ALL ORDERS MUST BE PAID IN FULL PRIOR TO PICK-UP OR INSTALLATION.

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

PCO # 021



nantucket

# architecture group ltd.

william martin mcguire - a.i.a.  
stephen c. theroux



phone: 508-228-5631  
fax: 508-325-4284

	/sign. With the /surety for review. Incorrect Note. /sign should read: Accessible Access at Main Entrance.	
63.04	Tara to review /section 12 48 13 Entrance Mats section of the specifications and give /teve Gindhart a direction to go in. Tara submitted a carpet tile /NAG would like to use to both Merchants and the Airport. Tom Rafter stated that he will review this with his maintenance people as the walk off mats are a maintenance issue. Tara stated that Tom Rafter and the Airport would like there NOT to be inset carpets, we will infill areas with tile/wood (to match surrounding flooring) and the Airport will purchase removable walk off mats. The Airport would like to see Entry 129 all tile instead of wood. /NAG to send Merchants/FA&A a formal request for this. This is being priced out by Merchants/FA&A. With the surety for review. NO CHANGE	
65.07	MJ requested the monthly schedule update. Tom Rafter requested last week that /teve Gindhart have a schedule prepared assuming the transformer was set on June 24 <sup>th</sup> . /teve agreed to this. This is a contract requirement. This is being prepared and will be submitted with the next pay req (next week) A 'DRAFT' schedule was given to all at the meeting. /teve G to issue schedule via e-mail (without draft) and we will review and ask questions via e-mail. Tom Rafter asked if the project is going according to schedule. No answer by Merchants/FA&A. Updated /chedule next week w/ pencil req per MJ's request.	
66.02	/teve G. brought to our attention that in order to install the approved specified welded frames that there would need to be a remediation of the existing rough openings. /teve G. and MJ both expressed that Knock down frames would have been fine for this application. /NAG stated that if Merchants/FA&A would prefer to use knockdown frames, they can purchase and replace the welded frames as long as there is no cost to the airport and that Merchants FA&A provide a /ubmittal for approval for the knock down frames to /NAG. /teve G is working on this. /NAG to receive today or tomorrow. /NAG still has not received /ubmittal	
67.03	/teve G. wants to install the exterior concrete pads for the HVAC to get the HVAC up and running. Merchants/FA&A will install bulkheads if necessary. Toscana to start site prep. I/I progress. Installed	
67.04	Regarding the absence of callouts for the Electrical Hand dryers on the Electrical Plans, Bill McGuire pointed out that the specifications for the Electrical Contractor requires him to refer to all the plans, specifications and shop drawings for other trades for detail of facility equipment. (Please see /pecification 16000-1.1.3 GENERAL C. Responsibility) /NAG views this as a remediation issue. /NAG sent direction from Engineer last week. Brite Lite not on site yet to do work.	
68.01	/teve G. asked a question about the testing company. ACG stated that they will provide Merchants/FA&A with the number to the testing company. Merchants/FA&A and ACG will coordinate notification for concrete testing. Briggs was notified but did not show up as their guy was sick and they could not find a replacement. Briggs can do a core test to show strength. ACG stated that there was no notification from Merchants/FA&A that concrete pouring was happening on multiple days. If known we could have gotten Briggs out here on a different days. ACG also stated that by the history of the concrete that Toscana provides, and the color of the concrete, ACG states that they do not think that it is necessary to test the concrete. Tara stated that /NAG should have been notified before the pour to allow for us to come do a rebar inspection on the grade beam. Grade beams and column footing are complete, were not tested. /NAG to ask Jacobs if they want the Light pole footings tested. /NAG forwarded the photographs of the rebar to Abajona.	
69.01	Pete would like to make sure that the attic was cleaned after drywalling is finished Correction: After plywood for shear wall is completed	
69.02	/teve G asked if the structural engineer was going to do a final walk through. Bill stated that this could most	

15 amelia drive ~ p.o. box 1814 ~ nantucket, ma 02554  
e-mail: nag@nantucket.net ~ www.nantucketarchitecture.com

## Larry Maleike

---

**From:** Shayne Quigley <ShayneQ@idealfloor.com>  
**Sent:** Wednesday, July 24, 2013 10:56 AM  
**To:** Steve Gindhart  
**Cc:** Larry Maleike; Thomas J. Acchione  
**Subject:** RE: Merchants-Baybutt\_Nantucket : Wood Flooring Finish Submittal (APPD)

There will be no cost change on this

Shayne Quigley  
General Manager  
Ideal Floor Covering  
882 Main St.  
Falmouth, MA 02540  
O-508-540-3320  
F-508-540-2222

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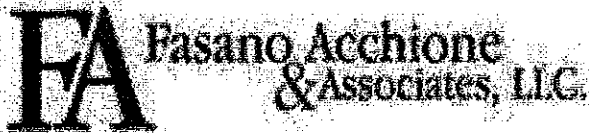
**From:** Steve Gindhart [mailto:SGindhart@fasanoacchione.com]  
**Sent:** Tuesday, July 23, 2013 8:50 AM  
**To:** Shayne Quigley  
**Cc:** Larry Maleike; Thomas J. Acchione  
**Subject:** RE: Merchants-Baybutt\_Nantucket : Wood Flooring Finish Submittal (APPD)

Shayne,

Please see attached drawings of Entry 119 & 129.

Both were originally wood with a carpet inlay. Entry 129 will now be all ceramic tile, only a wood threshold between Reception 127 & Entry 129. They want to eliminate the carpet inlay at Entry 119 and infill with wood flooring.

Stephen C. Gindhart  
Senior Consultant



Philadelphia Office  
6 East Hinckley Avenue  
Suite 203  
Ridley Park, PA 19078  
(610) 521-5060  
(610) 521-5338  
(610) 368-6814 Cell



# Division 10 Specialties

811 Washington Street, Unit 7  
Pembroke, MA 02359  
781-829-0546 fax 781-829-0548

July 10, 2013

Re: **Nantucket Memorial Airport**

To: **Steve Gindhart**

Please find our quotation for the following:

**Section 10506**

**Floor Mats**

This includes 4 floor mats. Lump sum pricing to furnish only is \$ 1,250.00.

The terms are net 30 days. Please call with any quantity or material discrepancies.

The following items are excluded from this bid: we exclude sales tax, permits, field measurement, cost of electricity and protection of work from other trades. All work performed by Non -Union labor. Quoted price firm for 30 days.

We trust the above meets with your approval and we assure you of our best service. We look forward to working with you on this project.

Please contact us for all of your Division 10 Specialty requirements.

Best regards,

Ed Jenkins

Nantucket Airport  
General Administration Building  
28 Macy Lane  
Nantucket MA 02554

Tile Installation Proposal EXTRAS

Room # Description	Floor	Wall	TOTAL	Cementboard, Floor		Cementboard, Wall		Floor Tile	Wall Tile	Shower	Stone	Grout, Seal	Total
	Ft. Sq.	Ft. Sq.	Ft. Sq.	Mat'l Cost	Installation	Mat'l Cost	Installation	Setting	Setting	Pan/Floor	Installation	Caulk	
Tiled Entryways: Additional tile	70	0	70	\$200.00	\$300.00	\$0.00	\$0.00	\$2,400.00	\$0.00	\$0.00	\$0.00	\$300.00	\$3,200.00
TOTAL	70	0	70	\$200.00	\$300.00	\$0.00	\$0.00	\$2,400.00	\$0.00	\$0.00	\$0.00	\$300.00	\$3,200.00

Material Allowance

79 SF floor tile \$422.65  
Shipping (est) \$125.00  
TOTAL \$547.65

TOTAL, Material and Labor \$3,747.65

Grout Schedule

All grout and color matched caulk INCLUDED IN PRICE

Comments

All floors to be covered in 1/4" CBU (unless otherwise specified), all walls 1/2" CBU.  
All thinset mortar, additives, hardware, etc., to be provided by tile setter.  
Laticrete Spectralock epoxy grout to be provided by tile setter.





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

## **REQUEST FOR INFORMATION**

**RFI # 010**

prepared on behalf of Merchants Bonding Company

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

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

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

Specification Section References: Divisions 16 and 23

Attachment: None

### **Subject/Issue:**

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

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

Submitted by: Lawrence Maleike; Fasano Acchione & Associates LLC; [lmaleike@fasanoacchione.com](mailto:lmaleike@fasanoacchione.com)

A/E Response:

Signature:

Date: 8/6/13

COPIES TO: Tom Acchione; FAA; [facchione@fasanoacchione.com](mailto:facchione@fasanoacchione.com)

## RFI #010 Response

**DATE RECEIVED:** 8-06-13

**DATE RETURNED:** 8-06-13

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

**FROM:** Michael Sconsoni

**RE:** Nantucket Memorial Airport  
TMP Project: 10-2433

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

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

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

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

[MJS/mjs]

cc: JDM, MCD, GDH - file

## SEEKONK HEATING SERVICES, INC.

---

911 Taunton Avenue

(508) 336-3069

Seekonk, MA 02771

Fasano Acchione & Associates, LLC.

August 8, 2013

6 East Hinckley Ave.

Ridley Park, PA 19078

Attn: Steven Gindhart

RE: Nantucket General Aviation Building

Nantucket, MA

Subject: Additional Condensate pumps for AHU-5 and A/C-1 as per the engineers RFI# 10 response.

We are pleased to provide a cost proposal to furnish and install all required materials necessary to complete this work.

Labor: 16hrs. @ \$61.31	\$980.96
Taxes & Insurance 21%	\$206.00
Material: ¾" pvc pipe and fittings	\$163.55
Equipment: (2) Condensate Pumps	\$169.20
Travel ( Air Fare)	\$360.00
Sub-Total :	\$1,879.71
 Seekonk Heating Services, Inc. overhead/profit 15%	 \$281.96
 Total Cost:	 \$2,161.67

Any questions please do not hesitate to call.

Sincerely,

  
James B. Dallaire

F. W. WEBB COMPANY  
3 SLATER ROAD  
CRANSTON, RI 02920  
TEL# (401-463-3741)  
FAX# (401-463-4103)

Quote  
Number  
Date  
08/08/13 40319660

To:  
SEEKONK HEATING SERVICES

SEEKONK HEATING SERVICES

911 TAUNTON AVE  
SEEKONK MA 02771-1609

911 TAUNTON AVE  
SEEKONK MA 02771-1609  
JIMMY - LITTLE GIANT

(508-336-3069) Fax# (508-336-0883)  
Cust # Customer Po# Rel#  
131025

Writer Date Req  
TMM 08/08/13  
PAGE 1 OF 1

Quoted By: TIM MARCHAND

Quantity	Description	Net Price	Exten	Ln#
2	* COND PMP AUTO W/SWTC 115V VCM L/G554425 (50096)	84.600	169.20	( 1)
		Sub Total:	169.20	
		Total:	169.20	

\*\*\* NUMBER OF DAYS QUOTE VALID IS 15 \*\*\*  
PLEASE REFERENCE QUOTE # 40319660 FOR INQUIRIES OR ORDER OF ABOVE MATERIAL

## SEEKONK HEATING SERVICES, INC.

---

911 Taunton Avenue

(508) 336-3069

Seekonk, MA 02771

Fasano Acchione & Associates, LLC.  
6 East Hinckley Ave.  
Ridley Park, PA 19078

August 8, 2013

Attn: Steven Gindhart

RE: Nantucket General Aviation Building  
Nantucket, MA

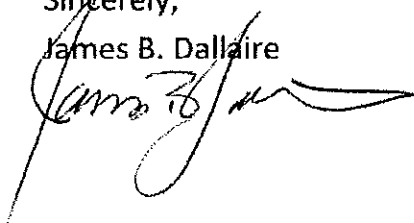
Subject: Return Air Capacities for AHU Units 1-4 as per the engineers RFI# 10 response.

We are pleased to provide a cost proposal to furnish and install all required materials necessary to complete this work.

See attached Professional Sheet Metal NE, Inc. proposal	\$533.77
Travel ( Air Fare)	\$180.00
Sub-total	\$713.77
Seekonk Heating Services, Inc. overhead/profit 15%	\$107.07
Total Cost:	\$820.84

Any questions please do not hesitate to call.

Sincerely,  
James B. Dallaire





## PROFESSIONAL SHEET METAL NE, INC.

---

911 Taunton Avenue

Phone (508) 336-4168  
Fax (508) 336-4171

Seekonk, MA 02771

SEEKONK HEATING SERVICES, INC.  
911 TAUNTON AVENUE  
SEEKONK, MA 02771

Attention: JIM DALLAIRE  
Regarding: NANTUCKET MEMORIAL AIRPORT

August 8, 2013

Jim, this is the cost of RFI #10 item number one return air for AHU 1 thru 4, you will have to add the cost for travel as we did not include it in this quote.

Material: Misc. Ductwork

Wire mesh screens 12 sq. feet @ \$1.45 sq. foot =	\$17.40
---	---------

Labor: Shop 2hr. @ \$50.00	\$100.00
Field 5hr. @ \$57.33	\$286.65
Taxes and Insurance 20%	\$77.33
Sub-Total	\$464.15
Profit and Overhead 15%	\$69.62

**TOTAL \$533.77**

We look forward to hearing from you,  
Sincerely,

  
Mark Valois



Nantucket Memorial Airport

# Monthly Statistical Report

(September 2014)

[illegible][illegible]



Month	Red Line (Cases)	Green Line (Cases)	Purple Line (Cases)	Blue Line (Cases)
JAN	19,000	16,500	17,000	17,000
FEB	19,000	17,500	17,000	16,500
MAR	13,500	13,000	12,000	11,500
APR	9,500	9,500	9,500	9,500
MAY	8,500	7,500	7,500	7,500
JUN	7,000	7,000	7,000	8,000
JUL	7,000	5,500	5,500	7,000
AUG	5,500	5,000	5,000	6,000
SEP	7,000	6,000	6,000	6,000
OCT	8,000	7,500	7,500	8,000
NOV	10,000	10,500	10,500	7,500
DEC	11,500	12,500	12,500	14,500

[illegible]

# Nantucket Memorial Airport

## Passenger Enplanements FY2014 vs. FY2015

[illegible]

September 2013 vs. September 2014 down -5.33%

[illegible]



Year	Germany (Purple)	France (Red)	Italy (Green)	UK (Blue)
1970	32,000	31,000	31,000	31,000
1975	35,000	33,000	33,000	32,000
1980	25,000	24,000	24,000	23,000
1985	18,000	17,000	17,000	16,000
1990	12,000	11,000	11,000	10,000
1995	9,000	8,000	8,000	7,000
2000	8,000	7,000	7,000	6,000
2005	6,000	5,000	5,000	4,000
2010	20,000	18,000	17,000	19,000

[illegible]



# Nantucket Memorial Airport

## Jet A 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>
<b><u>FY 2011</u></b>	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
<b><u>FY 2012</u></b>	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
<b><u>FY 2013</u></b>	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
<b><u>FY 2014</u></b>	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
<b><u>FY 2015</u></b>	345,249.00	355,563.00	126,097.00									

**September 2013 vs. September 2014 down - 5%**







# 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>
<b><u>FY 2011</u></b>	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
<b><u>FY 2012</u></b>	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
<b><u>FY 2013</u></b>	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
<b><u>FY 2014</u></b>	23,475.10	29,626.50	13,996.70	6,999.00	3,869.60	4,579.80	1,974.10	1,346.00	1,836.00	3,617.00	8,465.30	15,293.30
<b><u>FY 2015</u></b>	23,806.00	24,958.50	11,454.10									

**September 2013 vs. September 2014 down –18%**





# Nantucket Memorial Airport

- 2014 monthly freight -

	<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>
<b>Cape Air</b>	68,291	64,026	50,319				53,937	47,438	51,553	59,485	49,769	59,146
<b>Island Air</b>	135,809	124,019	82,155				35,955	31,391	36,157	51,088	65,734	99,902
<b>Fed Ex</b>	123,441	97,231	59,012				23,882	20,748	29,223	47,281	68,789	90,080
<b>UPS</b>	13,269	11,475	1,735				1,972	1,078	2,505	5,811	8,006	10,221
<b>Monthly total</b>	340,810	296,751	193,221				115,746	100,655	119,438	163,665	192,298	259,349

**September 2013 vs. September 2014 down -2%**

	<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>
<b>FY 2011</b>	346,413.00	326,203.00	214,369.00	159,724.00	130,603.00	161,466.00	112,495.00	103,304.00	149,372.00	170,032.00	211,802.00	213,590.00	2,299,373.00
<b>FY 2012</b>	318,119.00	240,682.00	170,392.00	152,629.00	161,493.00	161,511.00	127,359.00	117,287.00	140,523.00	159,985.00	205,932.00	297,158.00	2,253,070.00
<b>FY 2013</b>	333,381.00	347,503.00	219,192.00	173,335.00	168,204.00	177,381.00	140,018.00	121,076.00	141,791.00	169,638.00	226,575.00	284,536.00	2,502,630.00
<b>FY 2014</b>	307,645.00	311,070.00	197,415.00	170,008.00	150,133.00	163,458.00	115,746.00	100,655.00	119,438.00	163,665.00	192,298.00	259,349.00	2,250,880.00
<b>FY 2015</b>	340,810.00	296,751.00	193,221.00										

11%

-5%

-2%

[illegible]

## **September Noise Complaint Summary:**

### **September 2014 –46 Noise Complaints**

22 complaints were received from 1 resident regarding Island Air Cessna 208 operations, specifically Island crossings between Miacomet and Dionis.

8 complaints were received from 8 different residents regarding aircraft operating outside of designated noise abatement corridors:

- 3 complaints, upon investigation, were aircraft operating on ATC instruction.
- 5 complaints, upon investigation, were aircraft operating at pilot's discretion.

7 complaints were received from 4 different residents regarding IFR flights.

3 complaints were received from a banned caller, and were not investigated.

2 complaints were received from 1 resident regarding concerning flights within noise abatement corridors.

1 complaint was not resolved due to lack of information/insufficient detail.

1 Complaint was received from 1 resident regarding traffic patterns resulting from the closure of 15/33 on Labor Day.

1 complaint was received concerning Military operations.

1 complaint was received regarding helicopter operations.

Excepting the 3 complaints from a banned caller and one complaint where no contact information was given, verbal or written follow up was accomplished in 40 out of the remaining 42 complaints (95%).