

# NANTUCKET MEMORIAL AIRPORT COMMISSION

**November 25, 2014**  
**Agenda**

1. Review and Approve:
  - a. Agenda
  - b. 10/14/14 Minutes
  - c. 10/28/14 Minutes
  - d. Ratify 11/5/14 Warrant
  - e. Ratify 11/19/14 Warrant
2. Public Comment
3. Pending Leases/Contracts as Set Forth on Exhibit 1, which Exhibit is Herein Incorporated by Reference
4. **112514-1** Madequecham Road Fence
5. Pending Matters
  - a. **042214-2** Formerly Used Defense Site (FUDS) Status
    - i. **112514-4** Army Corp of Engineers (ACE) Notice of Response
  - b. **070913-1** TON Memorandum of Understanding (MOU) Update
6. Finance
  - a. **101414-3** FY 16 Budget
  - b. **112514-2** Warrant Article Review
  - c. **112514-3** Repayment to General Fund
7. **022613-2** Master Plan and Sustainability Program Update
8. GA/Admin Building Update
9. Manager's Report
  - a. Other Project Updates
  - b. RFP/Bid Status
  - c. Operations Update
  - d. October Statistics
10. Sub-Committee – Reports
  - a. Noise/Environmental/Energy Recommendations
  - b. Long-Range Plans/Policy
11. Commissioner's Comments
12. Public Comment
13. Executive Session – G.L. c.30A, §21
  - a. Review ES minutes of 8/28/12, 9/18/12, 12/4/12, 12/11/12, 2/26/13, 4/23/13, 5/28/13, 8/27/13, 9/10/13, 9/24/13, 10/8/13, 10/22/13, 11/12/13, 12/10/13, 1/14/14, 2/25/14, 3/11/14, 3/25/14, 4/22/14, 6/24/14, 7/15/14 and 8/12/14, 9/9/14 for possible release; and 10/14/14 for review and possible release, and
  - b. Clause 3 & 6: To consider the purchase, exchange, lease or value of real property and to discuss pending litigation to Gatto vs. Town. The Chair has determined that an open session may have a detrimental effect on the negotiation and/or litigation position of the Airport Commission.

**Public Safety Facility**

**1<sup>st</sup> 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, Airport Manager  
Phone: (508) 325-5300  
Fax: (508) 325-5306



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

**DRAFT**

**AIRPORT COMMISSION MEETING**

**OCTOBER 14, 2014**

The meeting was called to order at 5:00pm by Chairman Daniel W. Drake with the following Commissioners present: Arthur D. Gasbarro, Vice Chair, Anthony G. Bouscaren, and Jeanette D. Topham. Andrea N. Planzer participated via telephone due to geographic distance; and therefore, Mr. Drake reminded everyone that all votes need to be roll call votes.

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

Airport employees present were: Thomas Rafter, Airport Manager, Janine Torres, Office Manager, David Sylvia, Training & Compliance Officer, and Mae Williams, Administrative Assistant.

Mr. Drake announced the meeting was being recorded.

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

**Public Comment**

None

Ms. Topham made a **Motion** to approve the 8/12/14 Minutes. **Second** by Mr. Bouscaren and **Passed** by the following roll-call vote:

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

Mr. Gasbarro made a **Motion** to approve the 9/9/14 Minutes. **Second** by Ms. Topham and **Passed** by the following roll-call vote:

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

Ms. Topham made a **Motion** to ratify the Warrants of 9/24/14 and 10/8/14. **Second** by Mr. Bouscaren and **Passed** by the following roll-call vote:

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

**Pending Leases and Contracts** – Mr. Rafter presented the following Leases and Contracts:

- **Wiggins Airway** – An operating agreement as an airfreight service for \$1,500 Annual Business Fee, plus Landing and Freight fees
- **Delta Air Lines** – Remains Pending.
- **Jacobs Engineering Group** – Professional Services associated with the procurement of Aircraft Rescue Fire Fighting vehicle, tools, accessories and equipment for \$5,232.00.
- **Vegetation Control Service Inc.** – Provide brush mowing services for 36 acres of mixed scrub oak, field, and firebreaks for \$22,860.00.

Mr. Gasbarro made a **Motion** to approve Wiggins Airway operating agreement and Jacobs Engineering and Vegetation Control Service, Inc. contracts. **Second** by Ms. Topham and **Passed** by the following roll-call vote:

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

#### **Pending Matters**

##### **070913-1 TON Memorandum of Understanding (MOU) Update**

Mr. Rafter announced Ms. Torres earned her Certificate as an Associate MCPPO (Massachusetts Certified Public Purchasing Official).

Mr. Rafter presented a draft of a new MOU which states the Airport agrees to follow the Town of Nantucket's Procurement Policies, noting this document replaces the MOU dated September 21, 2011.

After brief discussion, Mr. Gasbarro made a **Motion** to endorse the MOU between the Airport, the Board of Selectmen, and the Town Manager. **Second** by Ms. Topham and **Passed** by the following roll-call vote:

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

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

Mr. Rafter, Mr. Sylvia, and Mr. Karberg met with the Army Corps of Engineers (ACE), the DEP and several of their sub-contractors to discuss the next phase of the investigative process. The plan discussed may involve moving some of the affected tenants to another location. ACE indicated some remediation may be done through the investigation process depending on what they find. This will be a time-consuming process and Mr. Rafter will be working with the affected tenants to develop a plan to accommodate them.

#### **101414-1 Policy for Signing Contracts, Leases, and Other Agreements Excluding FAA-related Grant Documents**

Mr. Rafter presented a draft policy changing the Commission signing authority on non-grant related documents to a minimum of three (3) Commissioner signature's and noted the request came from the Town Finance Director and is incorporated in the new MOU.

Ms. Topham made a **Motion** to adopt the non-grant related signing policy. **Second** by Mr. Bouscaren and **Passed** by the following roll-call vote:

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

#### **101414-2 FY15 Quarterly Report**

Mr. Rafter reported Revenue is up \$533K over the same period last year. Expenses are \$91K below the same period last year. Debt service is slightly below last year. Mr. Rafter stated the increase to Revenue is mostly due to the clean-up of Receivables, commending the work done by Ms. Miller and Ms. Crooks. Mr. Drake asked Mr. Rafter to express the Commission's appreciation of the work performed. Mr. Rafter added Ms. Miller was praised by the Finance Director at the last Audit Committee Meeting as well.

Mr. Gasbarro questioned the new line item "Fuel Sales Gas and Diesel" showing revenue of \$342. Mr. Rafter responded fuel sales to the airlines for their ground service equipment has been separated from other fuel sales.

#### **101414-3 FY16 Budget Process**

Mr. Rafter reported the FY16 Budget process is underway and the Airport's FY16 budget is due to the Town on November 24, 2014. The Board of Selectman presentation is scheduled for January 21, 2015. A draft will be available at the next meeting which will allow at least two (2) reviews with the Commission prior to the BOS presentation. Mr. Rafter reported the Budget will include the PFC Revenue but intends to use them to reduce the debt service.

Mr. Drake recommended preparing an ATM Article to add PFC Revenue to the budget; and if not needed, can withdraw the Article. Additionally, discussions with the Town Finance Director will take place regarding the Revolving Fund and how to best utilize it which may result in an ATM Article.

#### **090914-4 FY16 Capital Requests Update**

Mr. Rafter reported two of the FY16 Capital Requests presented at the September 9<sup>th</sup> were asked to be reviewed. The design cost of the Ground Service Equipment facility has been reduced dramatically; and the FBO Site Rehab item was a previous year Capital Item but further investigation is required as to the remaining funds available for the entire GA/Admin Building project. During discussion of what will happen with the old FBO building after the Tower project is complete, Mr. Rafter stated there has been interest in the building from an outside party.

#### **022613-2 Master Plan and Sustainability Program Update**

Mr. Rafter thanked the Commission for their comments on Chapter 7. Comments have been reviewed with Jacobs. The final version is being drafted and is expected later this week. A Long-Range Plans/Policy Sub-Committee meeting will be held to prior to the Advisory Committee Meeting.



Mr. Rafter presented a handout of the revised Chapter 7 matrix showing potential projects slated for 0 - 5 years, 6 - 10 years and 11 - 20 year timeframes. Mr. Rafter noted the matrix serves as a guideline. The Financial Feasibility Study will help identify which projects should move forward. Mr. Drake asked who developed the priority score for each project; and, does Mr. Rafter agree with it. Mr. Rafter responded that Jacobs did the prioritizing; and, for the most part does agree. Mr. Rafter added the FAA provides resources in their funding process which aides in determining the priorities. .

### **Manager's Report**

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

- GA/Administration Building - The irrigation system has been installed and the sod should be in place next week. A meeting is scheduled this week with Nantucket Architecture Group to review the open items.
- Air Traffic Control Tower: The 70% design review meeting is taking place tomorrow (10/15). General Contractor prequalification submittals are due October 17<sup>th</sup>. Only two (2) firms have submitted Interest Forms so far. Mr. Rafter expressed concern of the construction estimate which is \$1M over what is left in the project funds. Mr. Bouscaren asked when the Tower project will take place and if the Commission has a choice. Mr. Rafter explained the funds for this project derived from a Congressional earmark and expire in the fall of 2015. Mr. Rafter briefed the Commission on the project's history and the expenses incurred so far.
- Security Upgrades Project: A preconstruction meeting was held last week with the contractor, KOBO Utility, the FAA, MassDOT and Jacobs. The project includes security fencing, a light on terminal building for the commercial ramp, replacement of doors, and other access control items. Kobo will submit the project schedule within the next 10 days.
- The annual Capital Improvement Plan (CIP) meeting with the FAA is scheduled for October 23<sup>rd</sup>. Mr. Rafter will join Jacobs in Hyannis for a conference call with the FAA. Jacobs will be here Friday to review the CIP prior to the meeting with FAA.

#### **Operations Update – Mr. Rafter reported:**

- Don Jacobs submitted draft job descriptions. Mr. Drake asked the Personnel Sub-Committee should review them. Mr. Rafter answered that it should look at them after his initial review.
- McGrath/Santos Hangar – the valley between the two roofs will be repaired soon, but the rest of the roof on the McGrath side will be completed in the spring. Mr. Santos will repair the side wall on his hangar. The new Lease agreements have been forwarded to Legal Counsel for specific language.
- A request from Catherine Stover has been received for an acre of land to build a crematorium expressing interest in a parcel in the Bunker Road area. There are challenges to that location including the lack of sewer and water. Sun Island Rd was discussed as an alternative. The Board of Selectmen have the topic on their October 15<sup>th</sup> Agenda to discuss as well. Mr. Rafter reminded the Commission the Airport is working on an RFP for the Sun Island property the first step is to have an appraisal and survey performed.
- Mr. Rafter reminded the Commissioner that required NIMS and/or Incident Command System training is being scheduled for them.
- Annual Report for Town Meeting – Mr. Rafter shared his Annual Report noting if the Commissioners have any input, he needs the information as soon as possible.
- Full Scale Exercise - Commissioners Topham, Planzer, and Gasbarro observed the exercise and their attendance was appreciated. The after action report will identify areas that need to be addressed for improvement.
- Two (2) personnel received advanced ARFF Training in Pittsburgh.

### August Statistics

- Operations are down 1.64% over 8/2013. Year-to-date Operations are flat.
- Enplanements are down .71% over 8/2013, Year-to-date Enplanements are flat.
- JetA Gallons sold are up 6% over 8/2013. Year-to-date JetA Gallons sold are up 2.3%
- AvGas Gallons sold are down 16%. Year-to-date AvGas gallons sold are down 8.17%.
- Freight is down 4.6%.
- Noise Complaints are up 170%.

### Commissioners Comments

Ms. Topham inquired about the re-design of the web-site by students of Worcester Poly-Tech. Mr. Rafter reported the students arrive later this month. Mr. Karberg will be overseeing.

Mr. Drake stated the need for the Personnel, Environmental, and Long Range Plans/Policy Sub-Committee's to meet in the near future.

Brief discussion took place regarding the re-scheduling of the FAA Compliance Officer, Mr. Tom Vick's 60-90 minute presentation to the Commission. Consensus let to a special meeting being held on November 18<sup>th</sup> if Mr. Vick is available. November 17<sup>th</sup> was chosen as an alternate date. This meeting would eliminate the need for a meeting on November 13<sup>th</sup>.

### Public Comment

None

Having no further business, Mr. Gasbarro made a **Motion** to enter into Executive Session, not to return to Open Session, for the purpose of reviewing Executive Session minutes as listed on the Agenda.

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

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

Meeting adjourned at 5:51pm

Respectfully submitted,

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Janine M. Torres, Recorder

Master List of Documents Used  
10/14/14 Agenda including Exhibit 1  
8/12/14 Draft Minutes  
9/9/14 Draft Minutes  
9/24/14 Warrant Approval Sheet  
10/8/14 Warrant Approval Sheet  
Wiggins Airways Lease  
Delta Air Lines Lease  
Jacobs Engineering Contract  
Vegetation Control Contract  
TON Memorandum of Understanding

Commission Policy for Signing Contracts  
FY15 1<sup>st</sup> Quarter Update  
FY16 Budget Timeline  
Master Plan Status Report dated 10.6.14  
August 2014 Statistics

Displayed  
MapGeo-Bunker Area  
Handouts  
Master Plan Project List Matrix  
FY14 Airport Manager's Annual Report

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

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



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

**AIRPORT COMMISSION MEETING**

**OCTOBER 28, 2014**

The meeting was called to order at 5:03pm by Chairman Daniel W. Drake with the following Commissioners present: Arthur D. Gasbarro, Vice Chair, Andrea N. Planzer, and Jeanette D. Topham. Anthony G. Bouscaren participated via telephone due to geographic distance; and therefore, Mr. Drake reminded everyone that all votes need to be roll call votes.

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

Airport employees present were: Thomas Rafter, Airport Manager, David Sylvia, Training & Compliance Officer, and Mae Williams, Administrative Assistant.

Mr. Drake announced the meeting was being recorded.

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

**Public Comment**

None

Meeting Minutes of 10/14/14 postponed.

Ms. Planzer made a **Motion** to ratify 10/22/14 Warrant. **Second** by Ms. Topham and **Passed** by the following roll-call vote:

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

Approve Warrant of 11/5/14 postponed.

**Pending Leases and Contracts** – Mr. Rafter presented the following Leases and Contracts:

- **JetBlue** – Remains Pending
- **Delta Air Lines** – Remains Pending.
- **Jacobs Engineering Group Amendment** – extending the expiration date of the Master Plan Contract to June 30, 2015.

- **Nantucket Architectural Group Amendment #3** – an increase to the GA/Admin Building Design through Construction Services Contract in the amount of \$42,900.

Mr. Drake clarified that the funding for Nantucket Architecture Group Amendment approved under Pending Leases and Contracts, will be coming out of the Capital Budget and not the Operating Budget as referenced on Exhibit 1.

Ms. Topham made a **Motion** to approve the Jacobs Engineering Contract. **Second** by Mr. Gasbarro and **Passed** by the following roll call vote:

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

After a brief explanation by Mr. Rafter regarding Amendment #3 to Nantucket Architectural Group, Ms. Topham made a **Motion** to approve Amendment #3. **Second** by Mr. Gasbarro and **Passed** by the following roll call vote:

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

#### **Pending Matters**

- **070913-1 TON Memorandum of Understanding (MOU) Update** - Mr. Rafter reported a red-line version of the MOU has been sent to Town for review by the Board of Selectmen. The Airport will be informed of when it will appear on their agenda.
- **042214-2 FUDS Formerly Used Defense Site Status** - Mr. Rafter reported discussions will be held this week with the tenants affected by the Army Corps of Engineers' plan for assessment and remediation .

**GA/Admin Building** – After a brief review by Mr. Rafter regarding Change Orders, #20, #21, and #24R. Mr. Gasbarro made a **Motion** to ratify Change orders #20, #21, and #24R, **Second** by Ms. Topham and **Passed** by the following roll call vote:

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

Mr. Rafter commended the Maintenance staff on their installation of the sod and drainage around the GA/Admin building.

Mr. Drake pointed out that of the \$476,000 of the remaining budget includes \$362,000 of liquidated damages withheld.

#### **Finance**

**102814-1 FAA Five Year CIP** - Mr. Rafter stated that he, along with Jacobs, met with the FAA regarding the 5 year Capital Improvement Plan (CIP), noting for Federal FY2015 ACK will be applying for grants for a snow blower, the tools for the ARFF truck, and partial ramp rehabilitation.

#### **090914-4 FY16 Capital Requests Update**

Mr. Rafter reported the revisions to the FY16 Capital Requests with the Town include decreasing the amount for the EA/EIR due to a prior ATM appropriation. Also, we are looking to acquire the utility vehicle sooner if Treasurer agrees it can be done through a prior appropriation.

#### **022613-2 Master Plan and Sustainability Program Update**

Mr. Rafter reported he will be meeting with consultant on October 31st to finalize the FAA CIP and to determine how it will be integrated into the matrix that was formulated from the draft of Chapter 7. This will help determine the Financial Feasibility for Chapter 8. Mr. Drake requested dates for meetings for the Sub-committee and Advisory Committee.

#### **Manager's Report Other Project Updates – Mr. Rafter reported:**

- **Air Traffic Control Tower (ATCT)** Due to budgetary constraints, the project needs to be de-scoped. The major factor on how this can be accomplished is whether the ADA requirements may be deleted if the second floor of the space is not modified, as the FAA agrees the revised scope should focus on the third floor and the tower cab. The FAA will look into the ADA requirements and research other funding sources if necessary. Ms. Topham inquired about input from State ADA. Mr. Rafter indicated we would not pursue that not until we have the Federal determination. Discussion turned to detailed cost estimate and ideas for cost reduction alternatives. Mr. Rafter reported only one submission was received for the general contractor pre-qualification forcing rejection and the decision to going directly out to bid.
- **Stockpile X** – A Notice of Responsibility (Notice) from the Department of Environmental Protection (DEP) was received. Mr. Karberg is working with Weston Solutions to formulate a plan to address it and added the Airport will meet the deadline given in the Notice.
- **Security Upgrades Project** – The contractor has begun mobilizing and staging their equipment. The field work should be completed by Thanksgiving. Interactive employee training will follow a separate schedule.
- **Website Project** – Mr. Karberg is working with the students from Worcester Poly Tech (WPI) as well as with Jason Bridges from the Town IT Department and Civic Plus to update our Website.
- **RFQ/RFP Update** – Appraisals for Sun Island Road property and Airport Gas Station parcels are required for upcoming RFP's. Ms. Torres is working on bids for a GPU, an aircraft tug, and replacing some of the flooring in the ARFF building.

#### **Operations Update – Mr. Rafter reported:**

- **Citizen Warrant Article** – A handout depicting the Airport fence line at the end of Madequecham Valley Road was presented to show where a private citizen has questioned the ownership of land around the Thompson house and requests that the Airport move the fence to allow public access to the beach. Mr. Rafter believes that the FAA would not allow this. Ms. Topham raised the concern of environmental impact. Mr. Rafter stated that, according to Andrew Vorce, there is a parcel of land that has not gone through the entire process of conveying the land to the Airport from the Town. Discussion continued regarding the parcel and the sale of the paper roads. Mr. Drake questions if a citizen can submit a warrant article that directs the Board of Selectman or the Commission to use a parcel of land for a certain thing. Mr. Gasbarro recommended that we find out the status of conveyance of the lot depicted as Lot 100 on the handout.
- **Visitor Services** – Mr. Rafter and Mr. Tallman met with Visitor Services who are anxious to bring back the Airport Ambassador Program during the summer season as well as Daffodil and Christmas Stroll weekends. Some changes regarding the location of the Ambassadors was discussed.
- **DI Jacobs Compensation Analysis** is still underway and moving forward.

- **Crematorium Update** – this group wanted free land and was informed the Airport could not accommodate this request.
- **National Incident Management System (NIMS) Training for Commissioners** will be scheduled through Dave Fronzuto who will perform that training.
- **Full Scale Exercise and After Action Report** – Mr. Rafter met with Fire Chief Mark McDougall to review the report. They will be developing a plan to address the items that were identified. The lack of equipment is an issue. There was a surprise drill today with live fire and the ARFF personnel did an excellent job.
- **FAA Compliance Training** with Tom Vick will be November 18, 2014 at 3:00pm at the Public Safety Facility, 1<sup>st</sup> floor Meeting Room, 4 Fairgrounds Rd.

#### **September Statistics:**

- Operations are down 14% over 9/2014. Fiscal year to date is down 7%.
- Enplanements are down 5.3% over 9/2014. Fiscal year to date is down 2%.
- Jet A fuel gallons sold is down 5% over 9/2014. Fiscal year to date is up 1.1%.
- AvGas fuel gallons sold is down 18% over 9/2014. Year to date is down 10.25%.
- Freight is down 2% over 9/2014. Fiscal year to date is up 1.8%
- Noise Complaints are up.

#### **Commissioners Comments**

Ms. Topham stated there will be a tenant meeting this Thursday at 10:30am.

Mr. Gasbarro stated there will be an environmental sub-committee on Friday.

Mr. Drake commented on the unresponsiveness of Town Legal Counsel with regard to the timely review of the terminal leases for the seasonal air carriers

#### **Upcoming Commission Meetings**

November 18, 2014 at 3:00pm - November 25, 2014 at 5:00pm - December 9, 2014 at 5:00pm

Mr. Drake made a suggestion to have one meeting a month in the year 2015 on the second Tuesday of each month but to hold the fourth Tuesday of each month in case another meeting is called for. The Commission agreed.

#### **Public Comment**

None

Having no further business, Ms. Planzer made a **Motion** to adjourn. **Second** by Ms. Topham and **Passed** by the following roll-call vote:

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

Meeting adjourned at 6:00pm

Respectfully submitted,

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Mae R. Williams, Recorder

10/22/14 Warrant Approval Sheet  
JetBlue Lease  
Delta Air Lines Lease  
Jacobs Engineering Master Plan Amendment 1  
Nantucket Architectural Group Amendment 3  
GA Building Financial Summary  
GA/Admin Building Construction Change Orders dated 10/24/14  
September Statistics  
Handouts  
Fence Moving Proposal  
FAA 5 year CIP Update



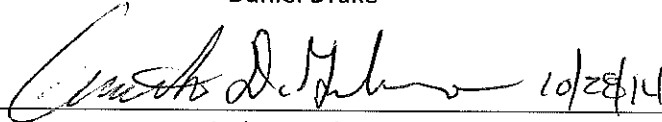


# Warrant 11/05/2014

Please Sign and Date

 10/24/14

Daniel Drake

 10/28/14

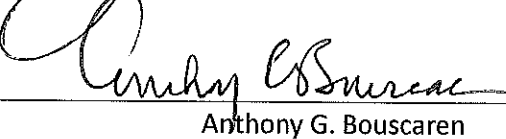
Arthur Gasbarro

 10/29/14

Andrea Planzer

 10/26/14

Jeanette Topham

 10/26/14

Anthony G. Bouscaren

Batch# <u>2587</u>	Total \$ <u>182,258.33</u>	Batch Date <u>10/20/14</u>	Initial <u>CM JDT AG AP</u>
Batch# <u>2588</u>	Total \$ <u>11,032.43</u>	Batch Date <u>10/20/14</u>	Initial <u>CM AP JDT AG AP</u>
Batch# <u>2589</u>	Total \$ <u>30,147.89</u>	Batch Date <u>10/20/14</u>	Initial <u>CM JDT AG AP</u>
Batch# <u>2590</u>	Total \$ <u>36,920.28</u>	Batch Date <u>10/20/14</u>	Initial <u>CM JDT AG AP</u>
Batch# <u>2593</u>	Total \$ <u>22,293.85</u>	Batch Date <u>10/20/14</u>	Initial <u>CM JDT AG AP</u>
Batch# <u>2594</u>	Total \$ <u>13,054.36</u>	Batch Date <u>10/22/14</u>	Initial <u>CM JDT AG AP</u>
Batch# <u>      </u>	Total <u>      </u>	Batch Date <u>      </u>	Initial <u>      </u>
Batch# <u>      </u>	Total <u>      </u>	Batch Date <u>      </u>	Initial <u>      </u>
Batch# <u>      </u>	Total <u>      </u>	Batch Date <u>      </u>	Initial <u>      </u>

Name	Amount
Ascent Tech	40,243.89
Ascent Tech	33,935.81
Taste of Ack	227.91
Homer Ray	728.18
Jacobs <i>Went down Separately on Friday 10/31/14</i>	88,303.60
National Air Transportation Association	1,250.00
North East Chapter/AAAE	37.50
New England Fire Equipment & Apparatus Corp	5,536.65
Total of all invoices	170,263.54

To: Commissioners:

10/23/14

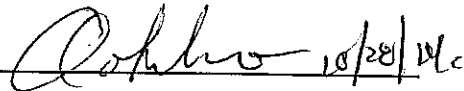
I am waiting for po's from town.

I am on vacation Friday and will put these invoices in on Monday the 27<sup>th</sup> for the warrant 11/05/14.

Dan Drake:



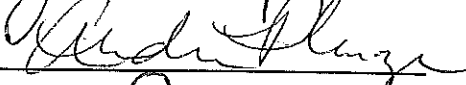
Arthur Gasbarro:



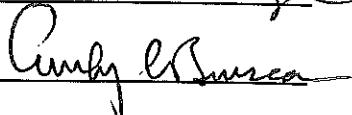
Jeanette Topham:



Andrea Planzer:



Anthony G. Bouscaren:



# Warrant 11/19/2014

Please Sign and Date

 11/11/14  
Daniel Drake

 11/12/14  
Arthur Gasbarro

 11/10/14  
Andrea Planzer

 11/11/14  
Jeanette Topham

Anthony G. Bouscaren

Batch# <u>2694</u>	Total <u>\$18,743.56</u>	Batch Date <u>11/6/14</u>	Initial <u>RP ST</u>
Batch# <u>2696</u>	Total <u>\$54,288.33</u>	Batch Date <u>11/6/14</u>	Initial <u>RP ST</u>
Batch# <u>2697</u>	Total <u>\$13,055.13</u>	Batch Date <u>11/6/14</u>	Initial <u>RP ST</u>
Batch# <u>2703</u>	Total <u>69,794.67</u>	Batch Date <u>11/7/14</u>	Initial <u>RP ST</u>
Batch# <u>2704</u>	Total <u>5,581.76</u>	Batch Date <u>11/7/14</u>	Initial <u>RP ST</u>
Batch# <u>2708</u>	Total <u>10,403.52</u>	Batch Date <u>11/7/14</u>	Initial <u>RP ST</u>
Batch# _____	Total _____	Batch Date _____	Initial _____
Batch# _____	Total _____	Batch Date _____	Initial _____
Batch# _____	Total _____	Batch Date _____	Initial _____

EXHIBIT 1  
PENDING LEASES/CONTRACTS/AGREEMENTS  
November 25, 2014

Type of Agreement/Description	With	Amount	Other Information	Source of Funding
Lease Agreement	Delta Air Lines	(\$17,960)	Seasonal Airline Agreement	Rental Income
			Plus \$1,500 Annual Business Fee	
			Plus Landing Fees	
Lease Agreement	HFOC	N/A	Landlord's Consent/Waiver Regarding Refinancing	
Contract	Honeywell	\$14,550	Investment Grade Audit Exp. 1/31/15	Capital Budget
			Carbon Neutral Program	
Contract	Homer Ray Refrigeration	\$2,700	Air Conditioning Service Exp. 6/30/15	Operating Budget

Pending

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 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 a part 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: Amira Trebincevic

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

Amira Trebincevic  
Regional Director, Corporate Real Estate

Chairman

496956v.3/19715/0001



**READE, GULLICKSEN, HANLEY & GIFFORD, LLP**

SIX YOUNG'S WAY

NANTUCKET, MASSACHUSETTS 02554

(508) 228-3128

FAX: (508) 228-5630

ARTHUR L. READE, JR., P.C.  
KENNETH A. GULLICKSEN  
MARIANNE HANLEY  
WHITNEY A. GIFFORD

MAILING ADDRESS  
POST OFFICE BOX 2669  
NANTUCKET, MASS. 02584

November 12, 2014

By Hand:

Thomas M. Rafter, Airport Manager  
Nantucket Memorial Airport  
14 Airport Road  
Nantucket, Massachusetts 02554

Re: Harbor Fuel Oil Corporation  
Bunker Road Lease


Dear Mr. Rafter:

Harbor Fuel Oil Corporation is in the process of refinancing. Its new lender has asked that all of its landlords execute a consent in the form enclosed. As you may recall, the lease was originally with Nantucket Gas, Inc., which assigned it to Harbor Gas, Inc., which changed its name to Harbor Propane, Inc., which became Nantucket Propane, Inc. and then merged with Harbor Fuel.

Please return the signed consent to my attention. If you feel that it must be considered by the Airport Commission please schedule it for the next available meeting.

Thank you for your prompt attention to this matter.

Sincerely,

  
Kenneth A. Gullicksen

KAG\  
Enclosure



## LANDLORD'S CONSENT AND WAIVER

---

November \_\_, 2014

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Nantucket Memorial Airport Commission having a principal place of business located at 14 Airport Road, Nantucket, Massachusetts 02554 (the "Landlord"), executes this consent and waiver in favor of Eastern Bank (the "Bank").

1. Landlord represents that the Town of Nantucket, which acts through Landlord in connection with the Premises, is the owner of a certain premises known as Nantucket Memorial Airport, including the area referred to as 42 Bunker Road (the "Premises").

2. Landlord represents that the Premises are currently occupied by Harbor Fuel Oil Corporation, a Massachusetts corporation (the "Borrower"), pursuant to a lease by and between the Landlord and Nantucket Gas, Inc. as tenant, dated November 1, 1999, as amended, as to which Harbor Fuel Oil Corporation is a successor to Nantucket Gas, Inc., a copy of which is annexed hereto as Exhibit A (hereinafter, the "Lease").

3. The Landlord has been advised that the Bank has been granted a security interest by the Borrower in and to the Borrower's assets (all of which is referred to hereinafter as the "Collateral") certain of which is presently located, or may at any time hereafter be located in, at, or upon the Premises.

4. The Landlord agrees:

(a) That until such time as all liabilities of the Borrower to the Bank are paid in full, the Landlord disclaims any interest in such of the Collateral as is now or may hereafter be located in, at, or upon the Premises, agrees not to distraint any of the Collateral nor to assert any claim against the Collateral for any reason, and waives any statutory right to encumber the Collateral with a landlord lien; and

(b) Not to interfere with any enforcement by the Bank of the Bank's rights in and to the Collateral; and

(c) To permit the Bank to have access to the Premises and any other premises owned or leased by the Landlord at which the Collateral may be found at any time, and from time to time, in order to exercise the Bank's rights; and

(d) To permit the Bank to take possession of the Premises to the exclusion of the Borrower, and in connection therewith, to change the locks on, and keys to, the Premises to those controlled solely by the Bank and the Landlord; and

(e) To permit the Bank to remove the Collateral from the Premises, and from any other premises at which the Collateral may be found, without any liability upon the Bank; however, the Bank shall promptly repair at the Bank's expense, any physical damage to the Premises actually caused by such removal, but shall not be liable for any diminution in value of the Premises caused by the removal or absence of the Collateral; and

(f) Not to interfere with the Bank's disposal of the Collateral by sale (by public auction or otherwise) conducted on the Premises; and

(g) To provide the Bank with a copy of any notice of default or termination as and when issued by the Landlord to the Borrower.

5. The execution of the within waiver constitutes a representation by such person that such person is authorized to so execute the within waiver.

6. The Landlord represents that the Lease is in full force and effect, has not been amended, and there exists no event of default or right of setoff or counterclaim on the part of either the Landlord or the Borrower thereunder.

7. All notices, requests or demands to or upon Bank shall be given or made in writing, directed to the Bank at the addresses indicated below or to such other addresses as Bank may have designated in writing to the Landlord. No other method of giving any notice, request or demand is hereby precluded.

If to the Bank:

Eastern Bank  
10 Cordage Park Circles, #231  
Plymouth, Massachusetts 02360  
Attn: Catherine S. Adams, Vice President

With a copy to:

Seyfarth Shaw LLP  
World Trade Center East  
Two Seaport Lane, Suite 300  
Boston, MA 02210-2028  
Attn: Kerry A. Kearn-Kawai, Esq.

<The remainder of this page is left intentionally blank.>

The within waiver shall inure to the benefit of the Bank, its successors and assigns, shall be binding upon the Landlord, its heirs, assigns, representatives, and successors, and shall take effect as a sealed instrument.

“LANDLORD”

\_\_\_\_\_

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

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

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

Exhibit A

Lease

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

Alfred G. Peterson, Airport Manager  
Phone: (508) 325-5300  
Fax: (508) 325-5306



*Commissioners*  
E. Foley Vaughan, Chairman  
Sheila O'Brien Egan, Vice Chair  
Carl D. England, Jr.  
Dual A. Macintyre, Jr.  
Finn Murphy

November 14, 2007

Mr. Fred Boling  
Nantucket Propane  
P.O. Box 1400  
Nantucket, MA 02554

Dear Fred,

I am writing to confirm our understanding of the agreement we have reached regarding the leases on the property that Nantucket Propane and Yates Gas have in the Airport Bunker Area.

We will agree to modify the leases for both companies to reflect the following conditions:

1. Nantucket Propane (NP) will reduce the current lease area by approximately 1/3 and erect a fence to define the area it wishes to maintain.
2. Yates Gas will absorb the released Nantucket Propane acreage into its leased area as shown on Exhibit A attached hereto.
3. Yates and Nantucket Propane leases will be brought to current market rates of \$.88 per square foot upon the signing of this memorandum
4. Both the Nantucket Propane and the Yates Gas/Liberty Propane leases are hereby amended to include the following language:

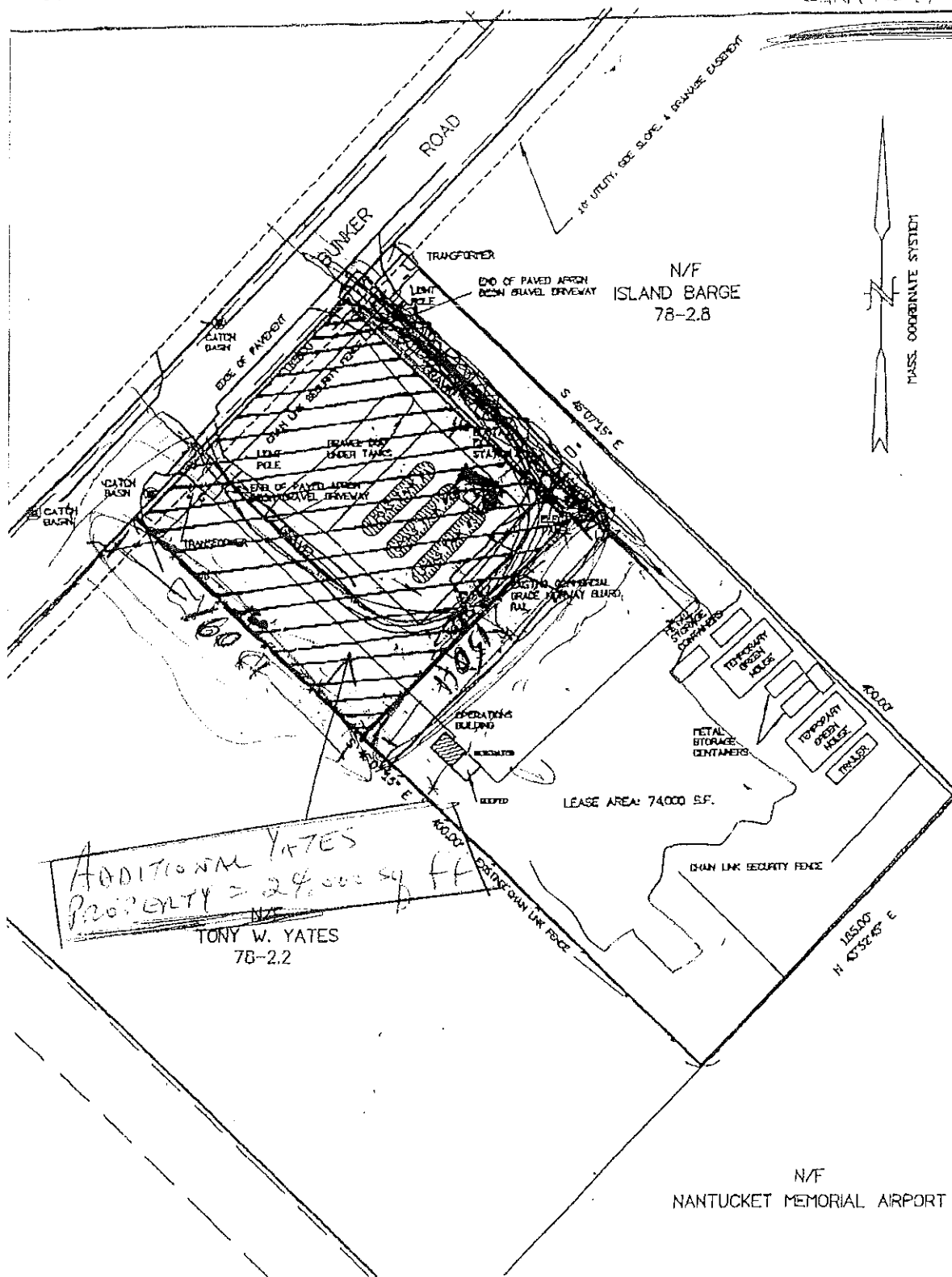
*The annual rent shall be increased from year to year retroactive to January in each year, by an amount equal to the greater of the percentage increase in the cost of living index for the immediately preceding year, or market value as of January 1st, market value to be determined by an independent third party appraiser selected by the Airport, but in no event shall the increase exceed 8% in any given year.*

If this states the agreement of the parties, please sign below and we will amend the leases to reflect this agreement.

Nantucket Propane *Nantucket Fuel*  
By: *Fred Boling*  
Fred Boling, President

Yates Gas/Liberty Propane -  
By: *Kent A. Misener*  
Kent A. Misener, C.E.O.

Nantucket Memorial Airport  
By: *E. Foley Vaughan*  
E. Foley Vaughan, Chairman



70  
Nat & Arnold

CURRENT ZONING: RD-2  
MINIMUM LOT SIZE: 5000 S.F.  
MINIMUM FRONTAGE: 40 FT.  
FRONTYARD SETBACK: 20 FT.  
SIDE AND REAR SETBACK: 5 FT.  
ALLOWABLE G.C.R.: 50 %  
DISTING. G.C.R.:

ON PROPERTY LINE DETERMINATION THIS PLOT PLAN  
BASED ON CURRENT DEEDS AND PLANS OF RECORD  
GIVEN BY FIELD MEASUREMENTS AS SHOWN HEREIN  
THIS PLAN IS NOT REPRESENTED TO BE A TITLE  
EXAMINATION OR A RECORDABLE SURVEY.

UB-215-72

TOTAL LEASE AREA=74,000 S.F.  
PROPOSED BUILDINGS=8240 S.F.  
PROPOSED TANKS=2300 S.F.  
PROPOSED DRIVE, PARKING AND GRAVEL=39,106 S.F. (31.3%)  
PROPOSED OPEN SPACE=23,164 S.F.  
EXISTING G.C. BUILDING=145±S.F. AND TANKS=1353±S.F.

AS-BUILT PLOT PLAN  
IN  
NANTUCKET, MASSACHUSETTS  
SCALE: 1"=50' DATE: 6-22-04  
DEED REFERENCE: C-2511 & 2514  
PLAN REFERENCE: LCPL14348 B  
LCPL13759 A  
ASSESSORS REFERENCE:  
MAP: 78 PARCEL: 2 & 3  
PREPARED FOR:  
NANTUCKET GAS

NANTUCKET SURVEYORS INC.  
5 WINDY WAY  
NANTUCKET, MA 02554

N-5375

COPYRIGHT BY NANTUCKET SURVEYORS, INC.



NOTICE OF OF ASSIGNMENT OF LEASE

In accordance with the provisions of Mass. Gen. Laws, c. 183, §4, as amended, notice is hereby given that all of the rights, obligations and duties of Lessee under that certain Lease Agreement by and between the Town of Nantucket, acting through the Nantucket Memorial Airport Commission ("Lessor") and Nantucket Gas, Inc., ("Lessee") have been assigned to Harbor Gas, Inc., a Massachusetts corporation having its principal place of business at 26 Macy Lane, Nantucket, MA 02554.

Executed and sealed as of October 25, 2004

NANTUCKET MEMORIAL  
AIRPORT COMMISSION, Lessor

By:

E. Foley Vaughan

Sheila O'Brien Egan  
Finn Murphy

NANTUCKET GAS, INC.,  
Lessee

By:

Michael J. Ramos

Michael J. Ramos, President and  
Treasurer

HARBOR GAS, INC.  
Assignee

By:

John J. Stackpole

John J. Stackpole, President

Fred Boling  
Fred Boling, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

June 14, 2004

Then personally appeared the above-named E. Foley Vaughan,  
Sheila O'Brien Egan, Finn Murphy, being a majority of the  
Commissioners of the Nantucket Memorial Airport Commission and  
acknowledged the foregoing instrument to be the free act and deed  
of the Nantucket Memorial Airport Commission, before me,

Ellen J. Wadlington Notary Public

My commission expires: January 19, 2007

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

October 21, 2004

Then personally appeared the above-named Michael J. Ramos, as President and Treasurer of Nantucket Gas, Inc., and acknowledged the foregoing instrument to be the free act and deed of the corporation, before me,

Marianne Hanley

Notary Public

MARIANNE HANLEY

Notary Public

My commission expires



Commonwealth of Massachusetts  
My Commission Expires  
October 23, 2009

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

October 21, 2004

Then personally appeared the above-named John J. Stackpole, as President of Harbor Fuel Oil Corporation and acknowledged the foregoing instrument to be the free act and deed of the corporation, before me,

Marianne Hanley

Notary Public

My commission expires:



MARIANNE HANLEY  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
October 23, 2009

ASSIGNMENT and ASSUMPTION OF LEASE

Nantucket Gas, Inc., a Massachusetts corporation ("Assignor") being the Lessee under that certain Lease Agreement with the Nantucket Memorial Airport Commission, dated November 1, 1999, notice of which lease is registered as Document No. 87456 at Nantucket Registry, hereby assigns all of its rights, obligations and duties as Lessee under said Lease Agreement to Harbor Gas, Inc., a Massachusetts corporation, and a wholly owned subsidiary of Harbor Fuel Oil Corporation, both having their principal place of business at 26 Macy Lane, Nantucket, Massachusetts 02554 (hereinafter referred to as "Assignee").

By virtue of its execution hereof the Assignee hereby accepts said assignment and assumes the rights and obligations of the Lessee under said Lease Agreement and the Assignee and Harbor Fuel Oil Corporation hereby indemnify the Assignor from any and all loss, claims, costs, or damage in connection with said Lease Agreement and any breach of the conditions thereof, now or in the future.

Executed and sealed as of October 25, 2004

Nantucket Gas, Inc.

Assignor:

By: 

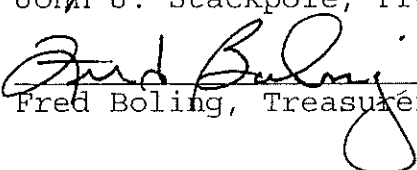
Michael J. Ramos, President  
and Treasurer

Harbor Gas, Inc.

Assignee

By: 

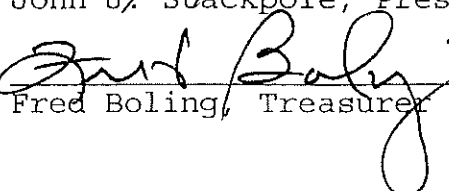
John J. Stackpole, President

  
Fred Boling, Treasurer

Harbor Fuel Oil Corporation

By: 

John J. Stackpole, President

  
Fred Boling, Treasurer

CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE

The Commissioners of the Nantucket Memorial Airport Commission, acting pursuant to a vote of said Commission at its May 11, 2004 meeting, hereby consent to the foregoing assignment and assumption of rights, obligations, and duties of the Lessee under that certain Lease Agreement dated November 1, 1999 by Nantucket Memorial Airport Commission as Lessor, and Nantucket Gas, Inc. as Lessee, to Harbor Gas, Inc., a wholly owned subsidiary of Harbor Fuel Oil Corporation.

Executed by Edward Foley Vaughan, Chairman of the Nantucket Memorial Airport Commission, duly authorized by vote of said Commission dated May 11, 2004, this 14th day of June, 2004.

  
Edward Foley Vaughan, Chairman

## LEASE AGREEMENT

LESSEE NAME: NANTUCKET GAS  
ADDRESS: 5 Ramos Court  
Nantucket, MA 02554

PHONE: 508/228-0655

LOCATION: Bunker Area

INTENDED USE: Energy jobber & distr.

SIZE: 74,000 sq. ft.

RENT (PAYABLE ANNUALLY) \$37,000 OR MONTHLY: \$3,083.33

SECURITY DEPOSIT: \$9,250

STARTING DATE: 11/1/99

ENDING DATE: 10/31/2019

This Agreement, made this first day of November, 1999, between the Nantucket Memorial Airport Commission, hereinafter called "LESSOR" and "LESSEE", named above hereinafter called "LESSEE".

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

1. SPACE: 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.
2. ADDITIONAL TERMS OF THIS LEASE IN EXHIBIT A: Set forth in Exhibit A attached hereto, entitled "Lease Agreement" are additional provisions. These provisions and others set out in Exhibit A, are considered to be a part of this Agreement in the same manner as if set forth here in their entirety.
3. TERM: The term of this Agreement shall be for a period of up to twenty (20) years with one (1) ten (10) year option, commencing on the starting date above, subject to Exhibit A.
4. RENT: For use of the space, a LESSEE shall pay LESSOR its rent annually, or monthly, the sum stated above (subject to increase under Exhibit A) 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.

IN WITNESS WHEREOF, each party signed and sealed this Agreement.

NAME: Nantucket Gas, Inc.

NAME: Nantucket Memorial Airport Commission

By: 

By: 

LEASE AGREEMENT

This Lease Agreement made this 1st day of November, 1999, in the Town of Nantucket, Commonwealth of Massachusetts, by and between the Town of Nantucket acting by and through the NANTUCKET AIRPORT COMMISSION, 30 Macy Lane, Nantucket, MA 02554, 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 Lessor, and Nantucket Gas, Inc., 5 Ramos Court, Nantucket, MA 02554, hereinafter called the Lessee, and the Lessee hereby leases the Premises described below in accordance with the following terms and conditions.

ARTICLE ONE

Premises: The premises pursuant to this lease are situated in Nantucket, Nantucket County, Massachusetts, contain approximately 74,000 square feet, located at the Nantucket Memorial Airport as more completely depicted on Exhibit B, attached hereto and made a part hereof.

Permits and Licenses: The Lessee shall be solely responsible for obtaining all building permits, licenses and approvals required by federal, state or local law, and present a copy to the Airport office for the file. Lessee's obligations hereunder are contingent upon Lessee obtaining, within twelve (12) months of the commencement of this lease, all required permits, licenses and approvals including, without limitation, all storage permits and Planning Board approval, for its intended use of the Premises, as set forth in Article 5. In the event Lessee is unable to obtain any such permits, licenses or approvals, it shall so notify Lessor in which event this Lease shall be terminated. The Airport Commission will reasonably agree to an extension of the permitting time if it is evident that Nantucket Gas, Inc. is diligently pursuing the necessary permits.

Notice of Lease: The parties shall make, execute in recordable form, and deliver to Lessee for recording, a suitable memorandum of lease setting forth the parties, identifying the leased premises, the term of the lease, and provisions for extending the term, if any.

ARTICLE TWO

Term: The term of this lease shall be for a period of twenty (20) years, commencing on November 1, 1999 and ending on October 31, 2019.

Lessee may extend the term of the Lease for an additional 10-year period, provided Lessee gives Lessor written notice thereof on or before May 15, 2019. If option extension is desirable, it is agreed that all terms of this Lease will be renegotiated.

If, after the termination of this agreement Lessee shall remain in possession without any express written agreement as to such holding over, Lessee shall be deemed to be a tenant from day to day at a daily rental rate as established by Lessor, and all other provisions of this Agreement shall continue to be operative.

ARTICLE THREE

Rent: Lessee shall pay to the Lessor, during the term hereof, the sum of \$37,000 as base rent annually. The base rent will be paid in 12 equal installments, due on the first day of each month, commencing on

the first of November, 1999. The annual rent is based on fifty cents per square foot per year for the 74,000± square feet of the Leased Premises.

Rent Review: The commission will have five-year appraisals conducted on lease land to ascertain "fair market rental". ~~The next appraisal will be conducted in the year 2000.~~ Rents will be adjusted by this method on the anniversary date in the years 2004, 2009, 2014. *M.S.R.*

If the Airport Improvement Program (AIP) funding falls more than 20% below 1998 levels for 2 consecutive years, the rent may be open for renegotiation

#### ARTICLE FOUR

Additional Charges: Lessee shall pay to Lessor as additional rent such charges and fees as shall be reasonably established by Lessor from time to time during the term hereof. Such charges and fees shall be consistent with the usual charges established by Lessor for all organizations operating comparable or similar businesses at the Airport.

The Lessee is responsible for payment of all municipal real estate, personal property or user fees, that are levied on the Lessee's building and land, by the Assessor and Tax Collector of the Town of Nantucket, as Additional Rent.

Lessee will be responsible for bringing to the site and for making all connection to public utilities. The Lessee will pay for all connection charges.

#### ARTICLE FIVE

Use of Premises: The Lessee shall use the premises solely for the use of an energy jobber, distribution and activities necessary and incidental thereto, including any additional activities as approved by the Airport Commission, in writing, and amended to the lease, but not for the dead storage of motor vehicles or for a borrow pit. Any loam or soil removed from the premises must be given to the Airport at no cost.

#### ARTICLE SIX

Liens and Alterations: Lessee shall keep the premises free and clear of any and all mechanic's and materialmen's liens, including any alterations, improvements, or repairs or additions which Lessee may make or permit or cause to be made, or construction by, for, or permitted by Lessee with respect to the premises of Lessee. Any and all liens or encumbrances on the property are wholly and expressly subordinate to the rights of Lessor hereunder without limitation.

Lessee shall not make any alterations or additions to the premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

#### ARTICLE SEVEN

Assignment-Subletting: Lessee shall not assign this lease nor sublet any portion of the Premises without, in each instance, having first obtained the prior written consent of Lessor. Any assignment or sublease under such consent shall be void unless the assignee or sublessee 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 Lessee hereunder and no consent

by the Lessor in a particular instance shall be deemed to be a waiver of the obligation to obtain the Lessor's consent in a subsequent instance.

## ARTICLE EIGHT

General Use of Airport and Facilities: Lessee shall have the right to operate in the manner authorized by proper governmental authority and agencies, and shall have the following specific rights and privileges:

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

The Lessee expressly agrees for itself, its successors and assigns to prevent the use of the premises for purposes which will create or result in hazards to flight such as, but not limited to, purposes which will (a) produce electrical interference with radio communications, (b) make it difficult for pilots to distinguish between airport lights and others, (c) project glare in the eyes of the pilots, (d) impair visibility in the vicinity of the airport, or (3) otherwise endanger the landing, take-off or maneuvering of aircraft.

The Lessor retains the continuing right in the subject property to prevent the erection or growth of any building, structure, tree, or other objects extending in to the airspace (above 45 feet Mean Sea Level [MSL]) and to remove from said airspace, at the Lessee's expense or at the sole option of the Lessor, 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 Lessee's property for the above purposes.

The Lessee 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.

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

The Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 ARFF PART 21, Nondiscrimination in Federally assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The Lessee for himself, his personal representatives, successors in interest, and assigns as a part 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 in 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 49 ARFF PART 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

## ARTICLE NINE

### Additional Terms and Conditions:

Signage and Prohibited Materials: Lessee covenants and agrees that it will not permit any placard or sign to be placed upon the premises or approaches thereto except in such place or manner as shall have first been approved in writing by Lessor, such approval not to be unreasonably withheld or delayed; that it will not place or allow to be placed on the premises any goods, wares, merchandise, substance, materials, article or thing, beyond the permitted use, which is deemed hazardous under the Dept. of Environmental Protection regulations or fire laws or whereby any insurance would be either impossible to obtain or premiums increased.

Signage and Prohibited Materials: The Lessee will maintain the leased premises and any structures erected 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 Lessee as quickly as possible to prevent a continuing condition of apparent disrepair or will remove the damaged remains from the demised premises, and any replacement structure will be subject to the same terms and conditions as the original structure. The Lessee 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 leased premises, or the building or any of its contents, or to increase the cost of any such insurance. Lessee 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 Lessor's Management 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 Lessor in good order and condition, ordinary wear and tear, damage by the elements and unavoidable casualty only excepted.

Disposal of Refuse: Lessee shall supply at its own expense a receptacle suitable for the disposal of refuse and shall be responsible for the disposal of all refuse. Lessee shall not permit any refuse to accumulate so as to constitute a fire or health hazard within the premises. If Lessee fails or neglects to keep the premises and area herein described in a clean and sanitary condition at all times, 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 any such condition. In the event the Lessee fails to comply with any such notice and Lessor acts to clean the premises, Lessee shall reimburse Lessor for all cost and expense incurred by Lessor to clean the premises.

Environmental Compliance: Prior to occupying the lease premises, Lessee is required to perform a 21-E Study. The Tenant shall provide assurances that the property is in proper compliance with the remediation waste management provisions in the MA Contingency Plan (310 CMR 40.00), The MA Hazardous Waste Regulations (310 CMR 30.252 (2), and the MA Oil and Hazardous Materials Release Prevention and Response Act (MGL Ch. 21E Redesign Legislation, Ch. 133 of the Acts of 1992), and any amendments thereto. The Lessee will further provide the Lessor with written affirmation of each study. During the Term, Lessee will use and occupy the Premises in compliance with all environmental rules and regulations applicable thereto.

## ARTICLE TEN

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.

### Indemnification.

Lessee shall indemnify and hold harmless the Lessor, its Commissioners, Officers, agents and employees from all claims and demands of third persons, including employees of the Lessee and the Lessor, but not limited to those for death, for bodily injuries, or for property damage arising out the activities of the Lessee under this agreement or out of any of the acts or omissions of the Lessee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons doing business with it where such acts or omissions are on the leasehold premises or arising out of any acts or omissions of the Lessee, employees, agents and representatives where such acts or omissions are elsewhere on the facility known as the Nantucket Memorial Airport.

Liability Insurance. The LESSEE shall maintain, with respect to the leased premises and the property of which the leased premises are a part, comprehensive public liability insurance, in the amount of \$2,000,000, with property damage insurance in limits of \$500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the 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 building and 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.

Automobile Insurance. The LESSEE shall procure and keep in force, a policy of comprehensive automobile liability insurance in a combined single limit of not less than \$300,000, including owned, hired and nonowned vehicles,

Worker's Compensation Insurance. The LESSEE shall procure and keep in force statutory Worker's Compensation Insurance and any other policies of insurance as reasonably required by Lessor.

The companies providing the insurance herein shall be authorized to do business in the Commonwealth of Massachusetts. Lessor may request from time to time reasonable increases in such limits.

## ARTICLE ELEVEN

Construction and Development: Lessee recognizes that from time to time during the term of this lease it may be necessary for Lessor 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 Lessee in its operations at the Airport. Lessee agrees that no liability shall be attached to Lessor, its agents or employees by reason of such relocation, temporary inconvenience or temporary interruption, so long as Lessor has made reasonable efforts to mitigate the effect of such work on the Lessee, and Lessee waives any right or claim to damages or other consideration therefor, 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 Lessee to an alternative location.

## ARTICLE TWELVE

Default: This lease is upon the further condition that, if Lessee shall neglect or fail to perform or observe any of Lessee's covenants herein, and such neglect or failure shall continue for a period of ten (10) days in case of nonpayment of money or otherwise for a period of twenty (20) days after written notice to Lessee, or the Lessee shall become unable to meet its obligations as they become due, or if a receiver is appointed for the Lessee, or if any assignment shall be made of Lessee's property for the benefit of creditors, then the Lessor shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the Lessee'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 one and one-half percent, per month (18% per annum) and costs, shall be paid to the Lessor by the Lessee as additional rent.

If Lessee shall be dispossessed therefrom by or under any authority other than Lessor, or if the Leasehold hereby created shall be taken on execution or by other process of law, or if any assignment or trust mortgage shall be made of Lessee's property for the benefit of creditors, or if a receiver or similar officer shall be appointed to take charge of all or any part of Lessee's property by a court of competent jurisdiction and shall not be discharged within thirty (30) days after his appointment, or if Lessee commits any act of bankruptcy or is adjudged a bankrupt, or if a petition is filed by Lessee under any insolvency or bankruptcy law, or if a petition is filed against Lessee under any insolvency or bankruptcy law and the same shall not be dismissed within thirty (30) days after the date upon which it is filed, then, and in any of said cases, Lessor lawfully may, immediately or at any time thereafter and without demand or notice, enter upon the same as Lessor's former estate and expel Lessee and those claiming through or under it and remove it and their effects, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants, and upon such entry this lease shall terminate.

## ARTICLE THIRTEEN

Miscellaneous: Failure on the part of either Lessor or Lessee to complain of any action or omission on the part of the other, no matter how long the same may continue, shall never be deemed to be a waiver

by Lessor or Lessee of any of its rights hereunder. Nor shall any waiver (expressed or implied) at any time of any of the provisions by Lessor or Lessee be construed as a waiver of any of the other provisions, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of assignment or subletting or any other action by Lessee requiring the Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any other assignment or subletting or to any subsequent similar act by Lessee; nor shall Lessee's consent or approval to or of any action by Lessor be deemed to waive or render unnecessary any required consent or approval to or of any subsequent action.

If any term or provision of this lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law. It is hereby declared as the intention of Lessor and Lessee that they would have provided for such application to other persons and circumstances without including therein the term or provision or application thereof hereafter declared invalid or unenforceable.

#### ARTICLE FOURTEEN

Quiet Enjoyment: Lessor agrees that, on payment of the rentals herein provided for and the performance of the covenants and agreements on the part of the Lessee to be performed hereunder, Lessee shall peacefully have and enjoy the leased premises, rights and facilities herein granted.

#### ARTICLE FIFTEEN

Termination; Ownership of Improvements. This Lease will terminate upon the first to occur: the expiration of the term hereof in accordance with the provisions of Article 2, or a default as described in Article Twelve.

Restoration Bond: At least 90 days prior to expiration of the base lease, if the option is to be requested, the Lessee must post a bond (amount to be determined at that time) in a sufficient amount to cover the restoration of the land to its original condition, according to the terms of Article Fifteen of this lease.

Removal of Lessee's Personal Effects: Subject to the provisions hereof, upon the expiration or earlier termination of this Lease, the Lessee 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 Lessee. Such removal and restoration shall be commenced only after written notice is given to the Lessor and shall be completed within 45 days; provided, however, that if, upon receipt of such notice, the Lessor determines that Lessee is in default of any provision hereof, Lessor, in its discretion may elect by written notice to instruct the Lessee not to remove the improvements, or any part thereof, and may take possession thereof as security for the performance of the terms hereof. Notwithstanding Lessor's election to take possession of the improvements, Lessee shall continue to be obligated to restore the Premises as aforesaid.

Environmental Compliance: Ninety days prior to the conclusion of the lease term, Lessor, at its sole cost, will perform a 21-E Study on the leased premises to provide assurance to itself that the property is in proper compliance with the remediation waste management provisions in the MA Contingency Plan (310 CMR 40.00), The MA Hazardous Waste Regulations (310 CMR 30.252 (2), and the MA Oil and Hazardous Materials Release Prevention and Response Act (MGL Ch. 21E

Redesign Legislation, Ch. 133 of the Acts of 1992), and any amendments thereto. Any discrepancies of compliance with the aforesaid requirement shall be corrected by Lessee at his sole expense, with the exception of compliance issues resulting from the actions of other entities.

#### ARTICLE SIXTEEN

Compliance with Airport and Regulatory Rules. Rules and regulations of Nantucket Memorial Airport, any Airport standards of operation and procedures, if any, as adopted by the LESSOR, any applicable rules or regulations of the FAA or any other state or federal regulatory agency having jurisdiction shall be an integral part of this agreement. 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.

#### ARTICLE SEVENTEEN

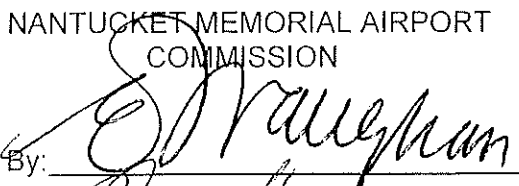
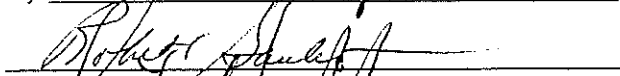
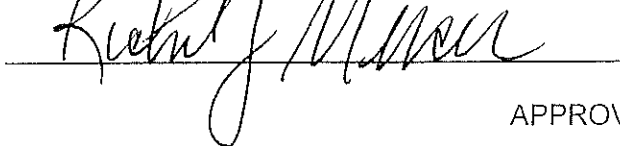
Notices: Unless otherwise specified herein, all notices, by either party to the other provided for in this lease shall be in writing and shall be sent by registered or certified mail, address to the Lessee at the address as shown on Lease Agreement and when addressed to the Lessor, shall be to the Airport Manager, Nantucket Memorial Airport, 30 Macy Lane, Nantucket, MA 02554, or to such other address as may be designated by either party to the other by like notice and the date on which said notice is deposited in a United States Post Office, postage prepaid, shall be the date of the giving of such notice.

This lease is to be construed as a Massachusetts contract, sets forth the entire contract between the parties, and may be canceled, modified or amended only by a written instrument executed by both Lessor and Lessee.

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

NANTUCKET MEMORIAL AIRPORT  
COMMISSION

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

LESSEE: NANTUCKET GAS, INC.

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

  
Michael J. Ramos, President

APPROVED AS TO FORM

\_\_\_\_\_  
(Airport Counsel)

PLAN OF LAND  
IN  
NANTUCKET, MASSACHUSETTS  
AT NANTUCKET MEMORIAL AIRPORT  
SHOWING THE BUNKER LEASE PARCELS  
SCALE: 1"=200' DATE: JUNE 3, 1999  
PREPARED FOR:  
THE NANTUCKET MEMORIAL AIRPORT  
NANTUCKET SURVEYORS, INC.  
5 WINDY WAY  
NANTUCKET, MA. 02554

CURVE "A"

Δ = 84°00'44"  
R = 25.00'  
L = 36.66'

LOT PORT  
210,291 sq. ft.  
4.82 acres

LOT AIR  
418,775. sq. ft.  
9.61 acres

Δ = 90°00'00"  
R = 95.00'  
L = 149.23'

Δ = 80°00'00"  
R = 55.00'  
L = 86.39'

LOT LEASE 1  
43,560 sq. ft.  
1.00 acres

Δ = 80°31'09"  
R = 55.00'  
L = 87.21'

LOT LEASE 2  
43,580 sq. ft.  
1.00 acres

Δ = 84°00'44"  
R = 25.00'  
L = 36.66'

YATES

RAMOS  
Lease  
Area

Δ = 80°00'00"  
R = 55.00'  
L = 86.39'

Δ = 90°00'00"  
R = 95.00'  
L = 149.23'

Δ = 89°08'51"  
R = 180.00'  
L = 280.07'

Δ = 118°46'56"  
R = 50.00'  
L = 103.66'

Δ = 89°08'51"  
R = 220.00'  
L = 342.30'

Δ = 25°53'11"  
R = 419.83'  
L = 189.68'

## Technical Audit Agreement

### Preamble

29 This Technical Audit Agreement ("Agreement") is made and entered into this October 29, 2014 by and between Honeywell International Inc. ("ESCO") and the Nantucket Airport Commission ("Awarding Authority") for the purpose of identifying, analyzing, designing and specifying energy conservation measures to improve thermal efficiency, conserve energy, conserve water, reduce waste water, and, when specified, generate electrical power at Awarding Authority properties. This Agreement is entered pursuant to a Request for Proposals, and any addenda thereto, ("RFP/RFQ") issued by the Awarding Authority dated October 2013 and ESCO's response to said RFP/RFQ dated January 17, 2014 ("Response"), said RFP/RFQ and Response incorporated herein by reference. A product of this Agreement shall be a Technical Audit which, together with any and all related drawings, plans and revisions shall become the specifications for work to be performed by the ESCO under a separate Energy Management Services Agreement ("Contract") to be executed if (and only if) and *after* the Technical Audit is accepted by the Awarding Authority.

This signed Agreement and all exhibits and attachments hereto are hereinafter collectively referred to as the "Agreement."

The following documents are attached to this Agreement:

Exhibit A: Schedule

Table 1: Energy Efficiency Measure Summary

Table 2: Summary Sheet for ECM Number \_\_\_\_\_

Table 3: Maintenance services provided by equipment covered, scope, frequency

Table 4: Price Formula

Table 5: Project Cost

Table 6: Calculation of Cost Savings

Table 7: Payment Schedule and Termination Value

### 1. Price and Terms

**A. Agreed Price:** As payment for the Technical Audit prepared by the ESCO, the Awarding Authority shall pay ESCO the sum of Fourteen Thousand Five Hundred Fifty dollars (\$14,550.00) ("Agreed Price") unless the Awarding Authority rejects the Technical Audit as set forth below.

Notwithstanding anything to the contrary in this Agreement, the Awarding Authority reserves the right to reasonably reject the Technical Audit without any penalty or liability and shall not be responsible for payment of the Agreed Price if the Technical Audit was not prepared in accordance with, or otherwise does not comply with, applicable laws, regulations, and codes

(including, but not limited to, building codes), the material terms of this Agreement and Section 1.7B of the RFP, and/or does not comply with ASHRAE standards for a level 2 audit, prudent industry practices, or is otherwise deficient in material respects, and ESCO fails to correct such deficiencies within fifteen (15) business days from the date of receipt of notice of rejection by the Awarding Authority

Notwithstanding anything to the contrary in this Agreement, if the Awarding Authority does not reject the Technical Audit, it may still elect, in its sole and absolute discretion, to decline to enter into the Contract, provided that it shall, following its decision and within 30 days of receipt of an invoice from ESCO, be required to pay the Agreed Price for the Technical Audit, unless the same has been rejected for the reasons set forth above.

To the extent that materials and supplies are used or incorporated in the performance of this Agreement, the ESCO is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966. ESCO has determined, and hereby represents to the Awarding Authority, that no consents, approvals or permits are required by any governmental authority or utility for completion of the Technical Audit; if any are required, ESCO shall obtain and pay for the same. The Technical Audit will specify the consents, approvals or permits required to commence construction of the work and the Parties shall agree upon the party responsible for obtaining, maintaining and paying for such required approvals, consents and permits.

**B. Timing of Payment of the Agreed Price:** If for any reason, other than due to a rejection of the Technical Audit as set forth above, the parties, negotiating in good faith, are not able to agree to the terms of a Contract within 90 days of the Awarding Authority's receipt of the Technical Audit, the Awarding Authority shall pay the ESCO the Agreed Price within 30 days after receipt of ESCO's invoice. If the parties execute a Contract, then the Agreed Price shall be incorporated as part of the Contract Price, and shall be paid in accordance with the payment schedule in the Contract. For avoidance of doubt, the Parties understand and agree that the Contract to be negotiated shall be substantially in the form contained in Attachment 5 of the RFP and shall contain the applicable minimum contract terms set forth in Section 1.8 of the RFP. Notwithstanding the foregoing, with respect to subparagraph T in Section 1.8 of the RFP which sets forth various certifications, only the certifications required by law will apply.

**C. Services Subsequent to Acceptance of Technical Audit:** The Agreed Price is the final price for all work related to the Technical Audit, including any revisions to the Technical Audit made or required to be made prior to acceptance of the Technical Audit. Other costs incurred by ESCO for engineering, design and project development relating to the provision of the energy conservation measures shall be included in the fixed price for the Contract, if any.

**D. Agreed Price All Inclusive:** The Agreed Price is all inclusive of the ESCO's costs and expenses incurred in connection with the Technical Audit, and there shall be no items subject to reimbursement.

**E. Ownership of Documents; Indemnification; Liability Limitation:**



1. The Technical Audit prepared by ESCO shall be and remain the property of the Awarding Authority, provided the ESCO is compensated under this Agreement at the Agreed Price as set forth above.

2. Indemnification. ESCO shall indemnify and hold harmless the Awarding Authority, its officials, boards, committees, consultants, agents and employees from all claims for bodily injury and property damages to the extent such claims result or arise from ESCO's negligent actions or omissions or willful misconduct in performance related to this Agreement. This provision is in addition to, and not in limitation of, any other rights and remedies available to Awarding Authority under this Agreement, at law or in equity.

3. Limitation of Liability. Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for consequential, reasonably unforeseeable or punitive damages which result from, arise under or relate to the Technical Energy Audit Report or services provided under this Agreement, provided that this limitation shall not apply to claims of contribution or indemnification for third-party claims. ESCO shall have no responsibility to the Awarding Authority or others for any use of the Technical Audit for a project other than the project with ESCO contemplated herein.

## **2. Technical Audit Services**

**A. Time for Performance:** Execution and approval by the Authority of this Agreement shall serve as a Notice to Proceed to ESCO. ESCO shall thereupon promptly commence preparation of, and with reasonable diligence complete, the Technical Audit in sufficient time to meet the schedule attached as **Exhibit A**.

The deadline for an acceptable Technical Audit shall be no later than **4:00 PM, December 22, 2014**. After this date, Authority may terminate this Agreement without penalty or liability upon written notice to ESCO, and all data, documents (including electronic or digital documents), drafts, plans, materials, calculations, specifications and draft Technical Audits received by ESCO from Authority under this Agreement shall be returned to the Authority as liquidated damages. Notwithstanding the foregoing, if the Technical Audit submission is, through no fault of ESCO, delayed by FAA approval, approvals by the Nantucket Historic District Commission or Massachusetts Division of Fisheries & Wildlife - Natural Heritage & Endangered Species Program, and/or utility incentive and interconnection approvals, the aforesaid deadline shall be reasonably extended by agreement of the parties.

### **B. Technical Audit Procedures:**

#### **1) Purpose**

- a) Identify the size, scope, greenhouse gas reduction, and payback of each energy conservation measure by a documented analysis of various conservation

opportunities. Such energy conservation measures shall include but not be limited to the ones identified below. The list below is a representative view of measures reviewed during the RFP stage and is not the final list of recommended measures.

<b>ECM Description</b>
<b>Lighting Upgrades - LED Retrofit and Lighting Controls</b>
<b>Vending Misers</b>
<b>Geothermal Heat Pump Loop Pressure Solution</b>
<b>Terminal Building Airflow Rebalancing</b>
<b>Boiler Burner Replacement</b>
<b>Infrared Heating</b>
<b>Well Pumps VFD Retrofit</b>
<b>Condensing Unit Replacement</b>
<b>Ground Source Heat Pump Retro-commissioning</b>
<b>Energy Recovery Units Retro-commissioning</b>
<b>AARF HVAC System Retro-commissioning</b>
<b>AARF Garage Radiant Floor Heating / Demand Control Ventilation - CO<sub>2</sub>, CO</b>
<b>Building Management System - Airport Wide Monitoring / Expansion of DDC</b>
<b>Programmable Thermostats</b>
<b>Seasonal Building Control</b>
<b>Building Envelope Improvements</b>
<b>Spray Foam Insulation</b>
<b>Baggage Carousel Infiltration Solution</b>
<b>Ramp Electrification - Auxiliary Power Units</b>
<b>Water Conservation</b>
<b>Renewable Energy - Solar Thermal</b>
<b>Renewable Energy - Solar Photovoltaic</b>
<b>Walk-in refrigerator and freezer controls</b>
<b>Restaurant retrofits to reduce propane use</b>
<b>Vehicle fleet upgrades – electric and hybrid vehicles, use of bio-fuels</b>

b) Prepare preliminary design documents as required in sufficient detail to obtain accurate pricing for work to be performed under the subsequent Contract; and,

c) Document accurate baseline and reasonably projected utility data for the facilities and equipment that are the subject of the Technical Audit for use in connection with the performance

guarantee of the Contract. In so documenting, ESCO shall examine and verify the accuracy and completeness of all utility and energy usage data furnished to ESCO by the Awarding Authority; and ESCO shall refer to historical energy usage data, as well as to all energy and water systems and equipment in said facilities, including but not limited to heating, water heating, water, sewer, illumination and controls associated therewith. The accuracy of the baseline consumption, savings projections and capital budget are of the essence of this Agreement and the subsequent Contract.

2) Additional Provisions:

a) All recommended conservation measures shall meet all applicable current codes including the State Sanitary Code, Plumbing and Fuel Gas Codes, Fire Prevention Regulations, Massachusetts Electrical Code, State Building Code and all other applicable laws, regulations and codes of federal, state, and local town or city government. To the extent there is a material change in such laws etc. and such change directly and demonstrably results in a material increase in the cost of performance by ESCO, the parties will negotiate an equitable adjustment in the Agreed Price. The ESCO will not be expected to resolve any existing code violations but shall promptly report in writing to the Authority any such violations if found.

b) ESCO shall furnish appropriate competent personnel consistent with the provisions contained in this Agreement, and shall be responsible to assure the professional and technical accuracy of its work, including the Technical Audit, to the point where a detailed review and checking by the Authority shall be unnecessary.

c) ESCO shall conduct and report on detailed site surveys of all Properties listed in Facility Profile. Such surveys shall entail all utilities identified for conservation measures including all energy and water systems. ESCO shall inspect a random sampling of items (e.g. toilets, lamps, or other equipment) in sufficient detail to assure itself of a statistical level of confidence sufficient to undertake and honor the guarantee of the capital costs of the Work and performance of the conservation measures in accordance with the standards set forth in this Agreement. ESCO shall utilize all available resources such as construction documents, equipment manuals, maintenance records, and interviews of persons familiar with each Property and its operation.

d) ESCO shall conduct a detailed Technical Audit of those conservation items listed with the Properties in the Facility Profile together with others that may be identified by the parties during the preparation of the Technical Audit.

e) ESCO shall prepare the Technical Audit pursuant to conventions, standards and instructions referenced or described in the Agreement, including without limitation the Facility Profile, the RFP/RFQ, and/or Response.

f) ESCO shall present a thorough description of each recommended conservation measure including, but not limited to, conceptual summary, equipment and material specifications, plans, schematics or detail sketches as appropriate, cost, useful life, savings in

utility consumption and expense, maintenance and operating expenses, a proposed maintenance agreement for the equipment and systems installed, monitoring requirements, impact, if any, of each measure on the buildings, other building systems and occupants, and payback. This information shall be prepared consistent with the RFP/RFQ and with Facility Profile and the standards set forth in this Agreement.

g) ESCO shall summarize conservation measures that are rejected and state the reasons for rejection. ESCO shall be prepared to provide backup data, calculations and other information as requested by the Authority, but need not include this detail in the Technical Audit unless otherwise required by the standards set forth in this Agreement.

h) ESCO shall specify "Energy Star" or other comparably rated energy or water efficient products when appropriate. ESCO shall specify measures providing performance that exceeds the standards and criteria set forth in the so-called Massachusetts "Stretch Energy Code" when appropriate.

i) ESCO shall not specify equipment that will require additional personnel to be hired by the Awarding Authority for operation or maintenance. ESCO, to the maximum extent feasible and consistent with the optimization of conservation measures, shall specify similar or comparable equipment of the same manufacturer at each building and Property in order to achieve as much standardization of equipment as possible throughout the facilities.

j) ESCO shall explore and report alternative utility rate options such as peak or master metering, commodity purchases or other more favorable rate possibilities and ascertain any needed capital improvements and costs and determine the economic and operating feasibility.

k) ESCO shall prepare a detailed operational plan showing the sequence of operations for the Work to be performed.

l) ESCO represents and warrants that the baseline measurements and future energy usage projections contained or assumed in the Technical Audit shall be reasonably accurate and complete, and shall be developed in accordance with all applicable ASHRAE standards and prudent industry practices, and that ESCO's energy savings calculations shall be based on valid and reasonably accurate assumptions, projections and baselines that best represent the true value of future energy or operational savings for the Awarding Authorities' facilities and equipment that are the subject of the Technical Audit.

### **C. Existing Conditions**

Document the existing conditions of the facility, including the following information itemized for each building in the facility:

- 1) Building physical condition;
  - a) Hours of use or occupancy;
  - b) Area of conditioned space;

- c) Area of unconditioned space;
- d) Inventory of energy consuming equipment or systems;
- e) Energy consuming equipment operating conditions and loads;
- f) Standards of service and comfort observed (e.g. light levels, ventilation, and temperatures); and
- g) Current practices that unnecessarily increase energy use or impact baseline.

### **3. Energy Conservation Measures (ECM)**

#### **A. ECM--Energy Conservation Measure**

Provide a narrative description of each proposed cost effective energy conservation measure (ECM) to be installed including:

- 1) The proposed upgrade, replacement, operational change, or maintenance requirement ;
- 2) The interface between the proposed ECM and remaining Authority equipment;
- 3) The impact on remaining Authority equipment (changes in load, run time, etc.);
- 4) Any impact on standards of service and comfort; and
- 5) Complete Table 1 for all measures.
- 6) Describe ECM's analyzed but disqualified under cost effectiveness criteria.

#### **B. General Information**

- 1) ECM's should be presented in the order that interactions are considered. In the event of interactions among proposed ECMs, the savings attributed to each ECM shall account appropriately for potential savings from ECMs of higher priority to avoid double-counting potential savings;
- 2) Energy Management System (EMS) savings must **not** be calculated as a percentage of total energy use. Each process controlled by the EMS should be analyzed separately, and savings associated with that process improvement calculated;
- 3) An ECM summary sheet must be provided for each measure (See Table 2).

#### **4. Energy Savings Proposed**

Provide a detailed energy analysis for each ECM proposed, documenting the estimated annual energy savings. Document assumptions on current and proposed equipment operating conditions and energy savings calculations. In addition, for each ECM proposed, indicate the utility and government rebates and incentives available for the same.

#### **A. Computer models**

When computer modeling is used, the model and each set of results must be properly documented. Minimum documentation required is:

- 1) Name of the program
- 2) Description of the calculations the program performs

3) Table showing the model's calculation of the building's energy consumption for each month of the base year, and actual consumption for those months

### **5. Facility Support Required**

For each ECM proposed, identify any anticipated interruptions to utility services, operations or services of the Airport and any other facility support that may be required during installation.

### **6. ECM Installation Schedule**

For each ECM provide a proposed implementation schedule. Include the following milestones:

- 1) Design completed;
- 2) Permits;
- 3) Submittals (plans and specifications);
- 4) Equipment/Material acquisition;
- 5) Mobilization;
- 6) Installation;
- 7) Clean up;
- 8) Startup/Testing;
- 9) Final inspection and Notice of Substantial Completion;
- 10) Post installation submittals; and
- 11) Training.

### **7. Hazardous Waste Disposal Plan**

Provide a descriptive hazardous waste disposal plan for the project.

### **8. Energy Baseline and Savings Measurement**

The Energy Baseline and Savings Measurement must be based on the most recent version of the FEMP M&V Guidelines

The ESCO shall establish and document on a site-specific basis:

- 1) An Energy Baseline, including data, methodology, and variables used to compute it.
- 2) The method it will use to measure energy savings and energy cost savings for each energy type after proposed ECMs have been installed.
- 3) The method it will use to verify installed ECM compliance with requirements of Standards of Service and Comfort.
- 4) The method of determining energy savings and compliance with Standards of Service and Comfort annually throughout the contract term.
- 5) If a computer program or programs will be used to establish the baseline, modify the baseline, or measure savings, furnish the name of the program, the name, address, and phone number of the program developer or supplier, and descriptive literature. The Authority may require ESCO to furnish a properly licensed copy of the program(s) to the Authority for its use in administering the contract, at no cost to the Authority.

### **9. Description of Maintenance Services and Training**

Provide a complete description of the maintenance services ESCO will provide, including schedules. Summarize on Table 3. Describe any training being provided.

#### **10. Pricing and Project Financing**

ESCO shall complete Tables 4 through 7. This includes a payment schedule with termination value for each year of the contract.

#### **11. Calculations**

- 1) All calculations must be complete and easy to follow. Spreadsheet formats must include a description of the assumptions and calculations.
- 2) Units must be indicated and only so many significant digits as the accuracy of the calculation warrants included.
- 3) Weather data source should be described.
- 4) Calculation details and supporting documentation shall be placed in an Appendix.

#### **12. Utility Rebates/Incentives**

During the installation of ECMs under and during the term of the Contract, the ESCO shall prepare all applications and process all documents to obtain any and all rebates and incentives offered by the utility company, state or federal governmental body or agency. Any savings generated by incentives and rebates shall be credited to the facility's utility bills. If utility or government incentives will be included as part of the energy study recommendations, ESCO shall develop a system that reports annual savings by meter and/or account number. ESCO shall contact the local utility and applicable government agency for further information.

#### **13. Insurance**

ESCO shall, at its own expense, carry and maintain in force at all times from the signature date of this Agreement through final completion of the Technical Audit the following insurance:

- (a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$5,000,000 per occurrence. Such policy will be written on an occurrence form basis;
- (b) If automobiles are used in the execution of the Agreement, Automobile Liability Insurance with a minimum combined single limit of USD \$5,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
- (c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Agreement.
- (d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B- Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.
- (e) Professional Liability Insurance (Errors and Omissions) - \$1,000,000.



#### 14. Miscellaneous Provisions

- 1) This Agreement, together with all exhibits and attachments thereto, constitutes the entire agreement between the parties for the preparation of a Technical Audit.
- 2) There are no independent third party beneficiaries under this Agreement.
- 3) This Agreement shall not be assigned by ESCO in whole or in part without the advance written consent of the Awarding Authority, which consent may be withheld in Awarding Authority's sole and absolute discretion.
- 4) This Agreement may be signed by the parties in counterparts, each counterpart being deemed an original and together constituting the Agreement.
- 5) Copies of signatures shall be as good as an original.
- 6) Any legal proceedings initiated hereunder shall be brought in the Commonwealth of Massachusetts in a court of competent jurisdiction. This Agreement shall be interpreted in accordance with the laws of Massachusetts without regard to any principles of conflicts of laws.
- 7) Notices to the parties may be sent by certified mail, facsimile or e-mail to the persons identified herein by the parties for receipt of notices, below:

Nantucket Airport Commission:

Tom Rafter, Airport Manager  
14 Airport Rd  
Nantucket, MA 02554  
FAX: 508-325-5306  
[trafter@nantucketairport.com](mailto:trafter@nantucketairport.com)

With a copy to:

Janine Torres, Administrative Assistant  
14 Airport Rd  
Nantucket, MA 02554  
FAX: 508-325-5306  
[jtorres@nantucketairport.com](mailto:jtorres@nantucketairport.com)

ESCO:

Doreen Hamilton, Energy Representative  
[Honeywell Intl. Inc.  
65 Shawmut Avenue  
Canton, MA 02021

- 8) Pursuant to G.L. c. 62C, s. 49A, ESCO hereby certifies under pain and penalties of perjury that to the best of its knowledge it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and



contractors, and withholding and remitting of child support.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives this 29 day of October, 2014.

HONEYWELL INTERNATIONAL INC.

Name

By

Title

Date

NANTUCKET AIRPORT COMMISSION  
By its Commissioners

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

# EXHIBIT A

## NANTUCKET AIRPORT PERFORMANCE CONTRACT

### IGA SCHEDULE

ID	Task Name	Start	Finish	% Complete	3-May 11	Jun 8	1-Jul 6	14-Aug 3	1-Sep 28	Oct 26	Nov 23	Dec 21	Jan 18	Feb 15
1	Site Surveys - Building Audits	Wed 5/21/14	Wed 6/18/14	100%	30	11	22	2	13	24	5	16	27	7
2	Data Logging	Mon 6/23/14	Fri 7/25/14	100%	1	12	23	3	14	25	6	17	28	8
3	Baseline Development	Mon 6/16/14	Fri 8/8/14	100%	9	20	1	12	23	3	14	25	6	17
4	ZNEB Grant Submission	Tue 7/15/14	Tue 7/15/14	100%	1	12	23	3	14	25	6	17	28	8
5	Finalize IGA Agreement	Mon 7/21/14	Mon 8/4/14	100%	1	12	23	3	14	25	6	17	28	8
6	Preliminary IGA Report	Mon 7/21/14	Mon 8/11/14	100%	1	12	23	3	14	25	6	17	28	8
7	Solar Design (Pre-FAA Approval)	Wed 8/6/14	Fri 9/19/14	100%	1	12	23	3	14	25	6	17	28	8
8	30% Review	Mon 8/18/14	Fri 8/22/14	100%	1	12	23	3	14	25	6	17	28	8
9	Follow-up Site Surveys	Mon 8/25/14	Fri 9/5/14	100%	1	12	23	3	14	25	6	17	28	8
10	Updated IGA Report	Mon 9/1/14	Fri 9/19/14	100%	1	12	23	3	14	25	6	17	28	8
11	Scope & Pricing for Preliminary ECM's	Mon 9/1/14	Fri 9/19/14	100%	1	12	23	3	14	25	6	17	28	8
12	Review 30% Solar Design	Mon 9/22/14	Fri 9/26/14	100%	1	12	23	3	14	25	6	17	28	8
13	FAA & NGRID Submittal for Solar PV System	Mon 9/29/14	Mon 10/13/14	100%	1	12	23	3	14	25	6	17	28	8
14	60% Review	Tue 11/4/14	Tue 11/4/14	0%	1	12	23	3	14	25	6	17	28	8
15	Finalize Scope & Pricing for ECM's Selected at 60%	Wed 11/5/14	Fri 12/12/14	0%	1	12	23	3	14	25	6	17	28	8
16	Bid Walkthroughs	Mon 11/10/14	Fri 11/21/14	0%	1	12	23	3	14	25	6	17	28	8
17	Measurement & Verification Workshop	Mon 12/8/14	Fri 12/12/14	0%	1	12	23	3	14	25	6	17	28	8
18	Financing Workshop	Mon 12/8/14	Fri 12/12/14	0%	1	12	23	3	14	25	6	17	28	8
19	NGRID Incentive Review	Mon 11/24/14	Fri 12/12/14	0%	1	12	23	3	14	25	6	17	28	8
20	NGRID Incentive Commitment	Wed 12/3/14	Tue 12/16/14	0%	1	12	23	3	14	25	6	17	28	8
21	90% Review	Mon 12/15/14	Mon 12/15/14	0%	1	12	23	3	14	25	6	17	28	8
22	Submission of Technical Audit	Mon 12/22/14	Mon 12/22/14	0%	1	12	23	3	14	25	6	17	28	8
23	Draft ESPC Contract	Tue 12/23/14	Mon 1/5/15	0%	1	12	23	3	14	25	6	17	28	8
24	NGRID Interconnection Approval	Mon 12/15/14	Mon 12/29/14	0%	1	12	23	3	14	25	6	17	28	8
25	FAA Approval	Mon 12/29/14	Mon 12/29/14	0%	1	12	23	3	14	25	6	17	28	8
26	Finalize Solar Project Scope & Pricing	Mon 12/29/14	Fri 1/16/15	0%	1	12	23	3	14	25	6	17	28	8
27	Final Contract Cash Flow	Mon 1/19/15	Fri 1/23/15	0%	1	12	23	3	14	25	6	17	28	8

**Table 1**  
**Energy Efficiency Measure Summary**

Company Name: \_\_\_\_\_

Building or Facility Name: \_\_\_\_\_

(Aggregate data from summary sheets)

ECM No.	Energy Conservation Measure (ECM)	Electricity Savings (kWh/yr.)	Peak Demand Reduction (kW)	Fuel Savings (include units)	Energy Cost Savings (\$/yr.)	Estimated Measure Cost (\$) from Table 2	Estimated Life of Measure (years)	Refer to Page(s)
	Totals							

**Table 2**  
**Summary Sheet for ECM Number \_\_\_\_\_**

Building: \_\_\_\_\_

Name of ECM: \_\_\_\_\_

1. Description (include quantities, types, sizes, locations, etc.

a) Existing Conditions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b) Proposed Conditions with ECM: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Net First Year Energy Savings

Fuel Type (electric, gas, oil)	Fuel Units (kWh, Therms, CCF, KW, gallons)	First Year Fuel Savings (kWh, Therms, CCF, KW, gallons)	Unit Cost for the Fuel	Cost Savings
Totals				

3. Cost Estimate Summary of Measure

Materials \$ \_\_\_\_\_

Labor \$ \_\_\_\_\_

Contingency \$ \_\_\_\_\_

Other (Specify) \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

4. Expected useful life: \_\_\_\_\_ years.
5. The measure interacts with ECM No(s) \_\_\_\_\_
6. The measure impacts ECM No(s) \_\_\_\_\_
6. Impact on standards of service and comfort.

**Table 3**  
**Maintenance Services**  
(ESCO-installed, existing facility)

Building (if appropriate): \_\_\_\_\_

[illegible]

**Table 4**  
**Price Formula**

For each item, enter the proposed price as a lump sum and as a percentage of construction cost.

4.1	Energy Study Fee	\$			
4.2	Design Services	\$	OR	%	% of Construction Cost
4.3	Construction/Project/ Management Services	\$	OR	%	% of Construction Cost
4.4	General ESCO Overhead and Profit		Overhead	%	% of Construction Cost
			Profit	%	% of Construction Cost
4.5	Commissioning and Initial Training	\$	OR	%	% of Construction Cost
4.6	Interest During Construction	\$	AT	%	
4.7	Bond Fees	\$	OR	%	% of Construction Cost
4.8	Miscellaneous Fees and Permits	\$	OR	%	% of Construction Cost
4.9	Term Financing Interest Rate			%	% of Principal (APR)
4.10	Monitoring, Verification, and Savings Guarantee	\$	OR	%	% of Energy Savings

**Table 5**  
**Project Cost**

Installed Measure Cost	_____	
Energy Study Cost	_____	
Design Services	_____	
Construction/Project Management Services	_____	
General ESCO Overhead and Profit	_____	
Commissioning and Initial Training	_____	
Interest During Construction	_____	
Bond Fees	_____	
Miscellaneous Fees and Permits	_____	
Other	_____	Specify
Less Utility Rebate (ESCO must guarantee rebate)	_____	
TOTAL Project	_____	

**Table 6**  
**Calculation of Cost Savings**

<b>Year</b>	<b>Annual Energy Cost Savings {A}</b>	<b>Total Payments {B}</b>	<b>Net Savings (C={A}-{B})</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
Total			



**Table 7**  
**Payment Schedule and Termination Value**

<b>Year</b>	<b>Contract Payments</b>	<b>Total Payments</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
Total		

<u>Year</u>	<b>Termination Value</b>	<b>Total Payments from Above</b>	
		<b>Date</b>	<b>Amount</b>
1			
2			
3			
4			
5			
6			
7			
8			

Notes: Enter the date and amount of each payment. Show additional payments on another sheet if necessary. "Termination Value" is the lump sum payment required to buy out of the contract and receive title to all equipment in each year. If this option is not proposed in any year(s), indicate by "NA."

## Energy Study Report Acceptance Form

The undersigned hereby accepts the content and form of the Energy Study Report.

IN WITNESS WHEREOF, the parties have executed this Form, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

[ESCO]

[MUNICIPALITY]

Name \_\_\_\_\_

Name \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

[MUNICIPAL AGENCY]

Name \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Office of General Counsel



**AGREEMENT BETWEEN  
THE TOWN OF NANTUCKET, MASSACHUSETTS  
AND  
HOMER RAY REFRIGERATION LLC**



THIS AGREEMENT made effective \_\_\_\_\_, 2014, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Nantucket Airport Commission, with offices at 14 Airport Road, Nantucket, Massachusetts 02554 (hereinafter called the "AIRPORT"), and Homer Ray Refrigeration, LLC, whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

**RECITALS:**

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

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

**ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR**

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

**ARTICLE 2 - SERVICES OF THE CONTRACTOR**

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

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

### **ARTICLE 3 - PERIOD OF SERVICES**

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

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

#### **ARTICLE 4 - PAYMENTS TO THE CONTRACTOR**

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

#### **ARTICLE 5 - TERMINATION**

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

## ARTICLE 6 - INSURANCE AND INDEMNIFICATION

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

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

## ARTICLE 7 - GENERAL PROVISIONS

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

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

NANTUCKET MEMORIAL AIRPORT COMMISSION:

CONTRACTOR: HOMER RAY REFRIGERATION LLC

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

\_\_\_\_\_  
Print Name: Homer Ray \_\_\_\_\_

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

FEIN: 20-3982789 \_\_\_\_\_

.....  
Finance Dept. Use

Approved as to funds available: Obj \_\_\_\_\_ Org \_\_\_\_\_

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

\_\_\_\_\_  
Date

PO # \_\_\_\_\_



**CONTRACT EXHIBIT A**

**CONTRACTOR, SCOPE OF WORK, TERM**

1. **Name of Contractor:** Homer Ray Refrigeration LLC
2. **State of Incorporation:** MA
3. **Principal Office Address:** 20 Amelia Drive
4. **Description of Services:**
  - Air Conditioning Servicing
  - Refrigerator/Cooler Supplies and Servicing
5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 22):**  
John Dugan
6. **Term of Agreement (§3.1):**
7. **Completion Date (§3.2):** June 30, 2015
8. **Additional Insurance Coverage (§6,2(e)):**

## CONTRACT EXHIBIT B

### PAYMENTS

1. Lump Sum Method

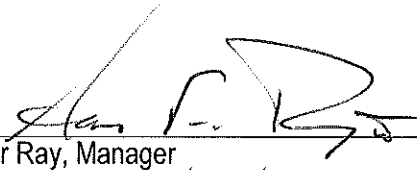
- a. **Maximum Project Amount:** \$2,700.00
- b. **Payment Increments:** Upon receipt of invoice and related Certified Payrolls if applicable.
- c. **Reimbursable Expenses** (if any): None

EXHIBIT C

TAX COMPLIANCE CERTIFICATION

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

By:

  
\_\_\_\_\_  
Homer Ray, Manager

Date

11/19/14

FEIN: 20-3982789

## Janine Torres

---

**From:** Tom Rafter <trafter@nantucketairport.com>  
**Sent:** Thursday, November 06, 2014 10:37 AM  
**To:** Janine Torres  
**Subject:** FW: Section of fence blocking access to public access to Madequecham Valley Road

**From:** BaradaServices [mailto:baradaservices@comcast.net]  
**Sent:** Thursday, November 06, 2014 7:04 AM  
**To:** 'Tom Rafter'  
**Cc:** rickatherton@comcast.net; Matt Fee  
**Subject:** Section of fence blocking access to public access to Madequecham Valley Road

Tom,

Enclosed is the section of fence that I am asking for modification, on behalf of the many people of Nantucket that this obstacle causes to allow access through this area. Please advise when I may have this request added as an Agenda Item to the Commissioners meeting so it may be formally discussed if needed.



Thank you for your time.  
Thomas

Thomas Barada

Town of Nantucket  
**NANTUCKET MEMORIAL AIRPORT**

14 Airport Road  
Nantucket Island, Massachusetts 02554

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



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

November 5, 2014

U.S. Army Corps of Engineers  
Carol Ann Charette  
Project Manager, PMP  
US Army Corps of Engineers  
696 Virginia Road  
Concord, MA 01742

Dear Ms. Charette;

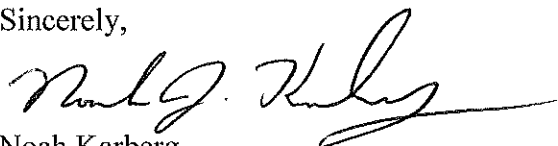
Enclosed please find a copy of an October 23, 2014, Notice of Responsibility from the Massachusetts Department of Environmental Protection. The notice states that Arsenic was detected in soil samples at the Nantucket Airport at a concentration that exceeded Reportable Concentrations (see notice for details). The samples in question were taken from soil originating at a location at the Airport that is a so-called Formerly Used Defense Site, specifically a suspected Munitions Response Site/suspected burial pit. To the extent that the Arsenic was the result of the activities of the U.S. government at the site, the U.S. Government is a potentially responsible party under M.G.L. c. 21E, § 5 with respect to this alleged release of hazardous material onto the Airport property, and this letter shall constitute the Nantucket Airport Commission's notice of the same.

Given that the U.S. Army Corps is already in the process of undertaking a remedial investigation of the site in question for the potential presence of unexploded munitions, we request that any remediation at the Airport property address the enclosed Notice of Responsibility and specifically include the reduction of the concentration of Arsenic to a level of No Significant Risk.

This notice is not (and shall not be deemed) a claim under G.L. c. 21E, § 4A. Nothing said in or omitted from this letter is intended as a waiver of any rights of the Town of Nantucket and the Nantucket Airport Commission, all of which rights, including without limitation all rights under M.G.L. c. 21E, are hereby reserved.

Please contact me upon your receipt of this letter so that we may make arrangements necessary to achieve our mutual goal of addressing the Notice of Responsibility and remediating the property in question.

Sincerely,



Noah Karberg  
Environmental Coordinator

NK/mw

Enc.

Cc: Richard Holland

Nantucket Airport Commission

\_\_\_\_\_  
Daniel W. Drake      Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Arthur D. Gasbarro      Vice-Chairman

\_\_\_\_\_  
Anthony G. Bouscaren

\_\_\_\_\_  
Andrea N. Planzer

\_\_\_\_\_  
Jeanette D. Topham

11/20/14

TOWN OF NANTUCKET  
NANTUCKET MEMORIAL AIRPORT - ENTERPRISE FUND

	Actual FY2014	BUDGET FY2015	Finance Department PROJECTED BUDGET FY2016	Airport Manager Recom REVISED BUDGET FY2016
REVENUE	7,870,552	6,871,948	7,607,120	7,922,580
EXPENSES	7,760,564	8,242,550	8,245,137	8,728,517
NET EARNINGS	109,988	(1,370,602)	(638,017)	(805,937)
Transfer from Retained Earnings	-	1,370,602	638,017	805,937
NET EARNINGS	109,988	-	-	-
Retained Earnings	-	-	-	-
NET SOURCES/USES:				
Article 2 - GF Subsidy (Unpaid Bills 2011)	-	-	-	-
Article 16 - Spec Rev Subsidy (settlement)	-	-	-	-
Article 16 - GF Free Cash Subsidy	-	-	-	-
Article 1- GF Free Cash Subsidy (STM 10/2012)	-	-	-	-
Article #- GF Subsidy	304,598	-	-	-
FinCom GF Reserve Fund Transfer	-	-	-	-
Ending FB	414,586	-	-	-
TOTAL				
	Projected Revolving Fuel Fund FY 2014	FY 2015	FY 2016	
Fuel Sales	5,195,336	5,382,650	5,500,000	5,500,000
Fuel Purchases	5,031,163	5,382,650	5,500,000	5,500,000
Credit Card Fees	-	-	-	-
Net Surplus (Deficit)	164,173	-	-	-
Beginning FB	50,000	-	-	-
Ending FB	214,173	-	-	-

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TOWN OF NANTUCKET PROPOSED BUDGET FY2016

ORG	OBJ	Revenue:	ATM Voted Budget FY2014	Actual Total FY2014	PROJECTED BUDGET FY2015	PROJECTED BUDGET FY2016	FY 2016 AIRCOMM/MANAGER RECOMMENDATION	FY 2016 FINCOM RECOMMENDATION	FY 2016 INCREASE OR (DECREASE) \$	FY 2016 INCREASE OR (DECREASE) %
<b>FBO Sales Income</b>										
65482	42451	FUEL SALES	1,899,234	2,077,737	2,026,507	1,750,000	2,000,000	2,000,000	(26,507)	-1%
65482	43231	GEN AVIATION LANDING FEE	360,000	518,754	375,700	518,000	518,000	518,000	142,300	38%
65482	43232	GEN AVIATION RAMP FEES	1,200,000	1,218,202	1,175,140	1,220,000	1,220,000	1,220,000	44,860	4%
65482	43239	FBO SUPPLIES AND SERVICES	27,000	43,009	35,025	43,000	43,000	43,000	7,975	23%
65482	43704	CATERING INCOME	320,000	398,490	391,410	400,000	400,000	400,000	8,590	2%
<b>Total FBO Sales:</b>			<b>3,806,234</b>	<b>4,256,193</b>	<b>4,003,782</b>	<b>3,931,000</b>	<b>4,181,000</b>	<b>4,181,000</b>	<b>177,218</b>	<b>4%</b>
<b>Rental Income</b>										
65482	43606	RENTAL FEES: EMP HOUSING	-	1,800	-	-	-	-	-	0%
65482	43630	RENTAL INCOME-TERMINAL	510,000	369,088	468,950	370,000	370,000	370,000	(98,950)	-21%
65482	43631	RENTAL INCOME-TOWER	130,000	133,122	133,020	134,000	134,000	134,000	980	1%
65482	43632	RENTAL INCOME-LAND	615,000	658,649	515,821	660,000	660,000	660,000	144,179	28%
65482	43633	RENTAL INCOME-HANGAR	49,000	97,304	109,785	97,300	97,300	97,300	(12,485)	-11%
<b>Totals Rentals:</b>			<b>1,304,000.00</b>	<b>1,259,963.30</b>	<b>1,227,576</b>	<b>1,261,300</b>	<b>1,261,300</b>	<b>1,261,300</b>	<b>33,724</b>	<b>3%</b>
<b>Fee Income</b>										
65482	43709	VIDEO CONFERENCE	-	-	-	-	-	-	-	0%
65482	43705	ART SALES COMMISSION	1,000	1,000	65	1,000	1,000	1,000	935	1438%
65482	43706	CONCESSION FEES	-	32,647	38,275	32,600	32,600	32,600	(5,675)	-15%
65482	43707	AUTO RENTAL COMMISSIONS	400,000	509,199	492,775	510,000	510,000	510,000	17,225	3%
65482	43233	FREIGHT HANDLING FEE	80,000	63,345	39,680	63,350	63,350	63,350	23,670	60%
65482	43238	AIRLINE LANDING FEES	700,000	503,106	486,070	503,100	503,100	503,100	17,030	4%
65482	42450	AIRPORT INCOME	101,792	-	-	-	-	-	-	0%
65482	43234	RESERVED TIE DOWN FEES	70,500	49,825	49,600	50,000	50,000	50,000	400	1%
65482	48434	OTHER FEES	36,750	-	-	-	-	-	-	0%
<b>Total Fees:</b>			<b>1,390,042</b>	<b>1,159,122</b>	<b>1,106,465</b>	<b>1,160,050</b>	<b>1,160,050</b>	<b>1,160,050</b>	<b>53,585</b>	<b>5%</b>
<b>Vehicle Income</b>										
65482	43236	PARKING LOT FEES	400,000	316,027	270,635	316,000	316,000	316,000	45,365	17%
65482	47701	PARKING TICKETS	16,000	32,137	30,845	32,150	32,150	32,150	1,305	4%
65482	44518	TAXI PERMITS	16,000	19,500	19,800	19,500	19,500	19,500	(300)	-2%
<b>Total Vehicles:</b>			<b>432,000</b>	<b>367,664</b>	<b>321,280</b>	<b>367,650</b>	<b>367,650</b>	<b>367,650</b>	<b>46,370</b>	<b>14%</b>
<b>Other Income</b>										
65482	43634	CUSTOMER FACILITY CHARGES	80,000	91,346	87,025	91,300	91,300	91,300	4,275	5%
65482	43235	ANNUAL BUSINESS ACTIVITY FEE	-	23,750	25,500	23,750	23,750	23,750	(1,750)	-7%
55122	42114	PASSENGER FACILITY CHARGE(PFC)	-	-	-	700,000	700,000	700,000	700,000	100%

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TOWN OF NANTUCKET PROPOSED BUDGET FY2016

			ATM Voted Budget FY2014	Actual Total FY2014	PROJECTED BUDGET FY2015	PROJECTED BUDGET FY2016	FY 2016 AIRCOMM/MANAGER RECOMMENDATION	FY 2016 FINCOM RECOMMENDATION	FY 2016 INCREASE OR (DECREASE) \$	FY 2016 INCREASE OR (DECREASE) %
65482	48201	INTEREST ON INVESTMENTS	16,772	22,789	24,275	22,780	22,780	22,780	(1,495)	-6%
65482	43237	FINGER PRINTING FEES	-	1,950	3,050	1,950	1,950	1,950	(1,100)	-36%
65482	43708	MISC INC	5,600	22,084	26,120	22,000	22,000	22,000	(4,120)	-16%
65482	45402	FEDERAL REV - LEO	148,000	90,820	72,725	90,800	90,800	90,800	18,075	25%
65482	48400	MISC REVENUE	-	233,865	-	-	-	-	-	0%
65482	48436	INS PROCEEDS	39,632	-	-	-	-	-	-	0%
65482	49000	REFUNDS	(100,000)	(65,462)	(25,850)	(65,460)	-	-	25,850	-100%
65482	49104	PREMIUM REVENUE ON DEBT	-	101,870	-	-	-	-	-	0%
65482	49701	TRANSFER FROM GENERAL FUND	-	304,598	-	-	-	-	-	0%
Total Other Income:			190,004	827,610	212,845	887,120	952,580	952,580	739,735	348%
SUBTOTAL OPERATING REVENUE			7,122,280	7,870,552	6,871,948	7,607,120	7,922,580	7,922,580		
TRANSFER FROM GENERAL FUND			-	-			-	-		
TOTAL REVENUE:			7,122,280	7,870,552	6,871,948	7,607,120	7,922,580	7,922,580	1,050,632	15%



**TOWN OF NANTUCKET PROPOSED BUDGET FY2016**

ORG	OBJ		ATM Voted Budget FY2014	Actual Total FY2014	RECLASSIFIED ACTUAL FY2014	ATM Voted Budget FY2015	PROJECTED BUDGET FY2016	AIRCOMMI /MANAGER RECOM FY2016	FINCOM RECOM FY2016	FY 2016 INCREASE OR (DECREASE) \$	FY 2016 INCREASE OR (DECREASE) %
65482	51100	AIRPORT ADMINISTRATION SALARY*	\$ 925,800	\$ 1,115,598	\$ 1,115,598	\$ 1,040,474	\$ 1,081,100	\$ 1,081,100	\$ 1,081,100	\$ 40,626	3.9%
65482	51700	LONGEVITY PAY	\$ 56,800	\$ 54,262	\$ 54,262	\$ 58,200	\$ 65,500	\$ 65,500	\$ 65,500	\$ 7,300	12.5%
65482	51122	AIRPORT OPERATIONS SALARY*	\$ 630,504	\$ 717,075	\$ 717,075	\$ 742,804	\$ 758,424	\$ 758,424	\$ 758,424	\$ 15,620	2.1%
65482	51123	AIRPORT MAINTENANCE SALARY*	\$ 938,596	\$ 851,402	\$ 851,402	\$ 900,796	\$ 937,926	\$ 937,926	\$ 937,926	\$ 37,130	4.1%
65482	51124	AIRPORT SECURITY SALARY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
65482	51200	SALARY, SEASONAL	\$ 192,700	\$ 165,165	\$ 165,165	\$ 231,700	\$ 228,200	\$ 228,200	\$ 228,200	\$ (3,500)	-1.5%
65482	51701	INS PREM:MEDICAL BLUE CROSS	\$ 535,088	\$ 539,062	\$ 539,062	\$ 577,900	\$ 647,248	\$ 647,248	\$ 647,248	\$ 69,348	12.0%
65482	51961	MEDICARE P/R TAX	\$ 40,291	\$ 42,013	\$ 42,013	\$ 43,100	\$ 44,500	\$ 44,500	\$ 44,500	\$ 1,400	3.2%
65482	51770	BARNSTABLE COUNTY RETIREMT FND	\$ 512,000	\$ 456,485	\$ 456,485	\$ 542,700	\$ 577,976	\$ 577,976	\$ 577,976	\$ 35,276	6.5%
65482	51900	CONTRACTUAL OBLIGATIONS**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
<b>TOTAL PAYROLL EXPENSES</b>			<b>\$ 3,866,062</b>	<b>\$ 3,941,062</b>	<b>\$ 3,941,062</b>	<b>\$ 4,137,674</b>	<b>\$ 4,340,874</b>	<b>\$ 4,340,874</b>	<b>\$ 4,340,874</b>	<b>\$ 203,200</b>	<b>4.9%</b>
65482	54102	ENERGY:AIRPORT FUEL	\$ 377,638	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
65482	55802	OTHER:CREDIT CARD COMM	\$ 71,000	\$ 207,394	\$ 207,394	\$ 222,750	\$ 208,000	\$ 250,000	\$ 250,000	\$ 27,250	12.2%
65482	52505	EQUIPMENT RENTAL	\$ 67,000	\$ 82,430	\$ 79,530	\$ 96,720	\$ 82,500	\$ 90,000	\$ 90,000	\$ (6,720)	-6.9%
65482	52502	MISC PURCH:FBO/PILOT SERVICES	\$ 26,000	\$ 18,529	\$ 26,429	\$ 30,000	\$ 19,000	\$ 30,000	\$ 30,000	\$ -	0.0%
65482	52503	MISC PURCH:S&M EQUIP	\$ 12,000	\$ 801	\$ -	\$ -	\$ 800	\$ -	\$ -	\$ -	0.0%
65482	52501	MISC PURCH:FBO CATERING	\$ 300,000	\$ 331,295	\$ 331,295	\$ 319,500	\$ 332,000	\$ 335,000	\$ 335,000	\$ 15,500	4.9%
<b>TOTAL FBO EXPENSES</b>			<b>\$ 853,638</b>	<b>\$ 640,449</b>	<b>\$ 644,648</b>	<b>\$ 668,970</b>	<b>\$ 642,300</b>	<b>\$ 705,000</b>	<b>\$ 705,000</b>	<b>\$ 36,030</b>	<b>5.4%</b>
65482	52429	TRIENNIAL DRILL & SPECIAL EVENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
65482	52504	PERSONNEL UNIFORMS	\$ 22,000	\$ 18,846	\$ 18,846	\$ 22,400	\$ 19,000	\$ 21,000	\$ 21,000	\$ (1,400)	-6.3%
65482	54109	MISC PURCH:OPERATIONS	\$ -	\$ -	\$ 14,880	\$ -	\$ -	\$ 33,600	\$ 33,600	\$ 33,600	#DIV/0!
65482	54302	BLDG&EQ:MAINT & SUPPLIES	\$ 25,305	\$ 36,320	\$ 17,375	\$ 6,900	\$ 25,000	\$ 27,000	\$ 27,000	\$ 20,100	291.3%
65482	53187	TRAINING ARFF	\$ 16,500	\$ -	\$ 16,373	\$ -	\$ -	\$ 24,300	\$ 24,300	\$ 24,300	0.0%
65482	54701	OPS SILVER SUITS	\$ -	\$ -	\$ 6,950	\$ -	\$ -	\$ 12,400	\$ 12,400	\$ 12,400	0.0%
65482	53803	OTHER:LICENSES & TAXES	\$ 10,000	\$ 1,270	\$ 1,270	\$ 7,950	\$ 1,300	\$ 1,300	\$ 1,300	\$ (6,650)	-83.6%
<b>TOTAL ARFF/OPERATIONS EXPENSES</b>			<b>\$ 73,805</b>	<b>\$ 56,436</b>	<b>\$ 75,694</b>	<b>\$ 37,250</b>	<b>\$ 45,300</b>	<b>\$ 119,600</b>	<b>\$ 119,600</b>	<b>\$ 82,350</b>	<b>221.1%</b>
65482	52419	NEW TOOLS & EQUIP	\$ 2,500	\$ 3,623	\$ 3,623	\$ 325	\$ 3,600	\$ 6,400	\$ 6,400	\$ 6,075	1869.2%
65482	52420	PKG LOT TOW FEES	\$ 250	\$ 400	\$ 400	\$ 100	\$ 400	\$ 400	\$ 400	\$ 300	300.0%
65482	52405	REP&MAINT:EQUIPMENT	\$ 75,000	\$ 59,341	\$ 36,751	\$ 65,000	\$ 60,000	\$ 45,000	\$ 45,000	\$ (20,000)	-30.8%
65482	54101	ENERGY:GAS & DIESEL	\$ 95,000	\$ 71,905	\$ 71,905	\$ 79,900	\$ 80,000	\$ 79,000	\$ 79,000	\$ (900)	-1.1%
65482	54501	CUSTODIAL:CLEANING SUPPLY	\$ 45,000	\$ 29,671	\$ 29,671	\$ 45,000	\$ 30,000	\$ 42,000	\$ 42,000	\$ (3,000)	-6.7%
65482	52404	REP&MAINT:BUILDING	\$ 85,000	\$ 111,544	\$ 100,403	\$ 101,375	\$ 111,500	\$ 110,000	\$ 110,000	\$ 8,625	8.5%
65482	52906	SNOW REMOVAL & MAINTENANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	0.0%
65482	52907	PROPERTY:RUBBISH PICKUP	\$ 14,000	\$ 24,927	\$ 24,927	\$ 15,675	\$ 25,000	\$ 25,000	\$ 25,000	\$ 9,325	59.5%
65482	52424	FUEL STORAGE FACILITY MAINT	\$ 50,000	\$ 6,590	\$ 9,298	\$ 44,200	\$ 15,000	\$ 69,300	\$ 69,300	\$ 25,100	56.8%
65482	52411	REP&MAINT:GROUNDS	\$ 10,000	\$ 10,623	\$ 10,902	\$ 12,650	\$ 12,000	\$ 21,800	\$ 21,800	\$ 9,150	72.3%
65482	52417	PARKING LOT MAINT	\$ 2,000	\$ 9,568	\$ 9,961	\$ 850	\$ 10,000	\$ 10,000	\$ 10,000	\$ 9,150	1076.5%
65482	52409	REP&MAINT:AIRFIELD MAINTENANCE	\$ 80,000	\$ 65,218	\$ 65,218	\$ 72,650	\$ 65,000	\$ 111,000	\$ 111,000	\$ 38,350	52.8%
65482	53804	OTHER:FREIGHT	\$ 4,000	\$ 3,324	\$ 3,040	\$ 5,010	\$ 3,300	\$ 3,000	\$ 3,000	\$ (2,010)	-40.1%



**TOWN OF NANTUCKET PROPOSED BUDGET FY2016**

ORG	OBJ		ATM Voted Budget FY2014	Actual Total FY2014	RECLASSIFIED ACTUAL FY2014	ATM Voted Budget FY2015	PROJECTED BUDGET FY2016	AIRCOMMI /MANAGER RECOM FY2016	FINCOM RECOM FY2016	FY 2016 INCREASE OR (DECREASE) \$	FY 2016 INCREASE OR (DECREASE) %
65482	53303	TRANS:SECURITY	\$ 25,000	\$ 17,041	\$ 24,374	\$ 11,000	\$ 17,000	\$ 34,000	\$ 34,000	\$ 23,000	209.1%
65482	53300	ENVIRONMENTAL	\$ 35,000	\$ 39,661	\$ 40,223	\$ 55,400	\$ 40,000	\$ 48,000	\$ 48,000	\$ (7,400)	-13.4%
	52403	REP&MAINT:VEHICLE	\$ -	\$ -	\$ 6,648	\$ -	\$ -	\$ 6,800	\$ 6,800	\$ 6,800	#DIV/0!
	52430	REP&MAINT:THOMPSON HOUSE	\$ -	\$ -	\$ 540	\$ -	\$ -	\$ 500	\$ 500	\$ 500	#DIV/0!
	54214	VEHICLE SUPPLIES	\$ -	\$ -	\$ 14,625	\$ -	\$ -	\$ 14,600	\$ 14,600	\$ 14,600	#DIV/0!
		<b>TOTAL SERVICE AND MAINTENANCE</b>	<b>\$ 522,750</b>	<b>\$ 453,436</b>	<b>\$ 452,509</b>	<b>\$ 509,135</b>	<b>\$ 472,800</b>	<b>\$ 627,800</b>	<b>\$ 627,800</b>	<b>\$ 118,665</b>	<b>23.3%</b>
65482	53401	COMM:TELEPHONE	\$ 21,930	\$ 22,999	\$ 22,999	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ -	0.0%
65482	53403	COMM: AIRPORT	\$ 13,260	\$ 18,020	\$ 18,020	\$ 24,800	\$ 18,000	\$ 19,000	\$ 19,000	\$ (5,800)	-23.4%
65482	52101	UTILITY:ELECTRICITY	\$ 426,055	\$ 286,172	\$ 286,172	\$ 426,055	\$ 330,000	\$ 400,000	\$ 400,000	\$ (26,055)	-6.1%
65482	52103	UTILITY:FUEL OIL	\$ 48,960	\$ 57,628	\$ 57,628	\$ 62,100	\$ 62,000	\$ 62,000	\$ 62,000	\$ (100)	-0.2%
65482	52105	UTILITY:WATER	\$ 26,476	\$ 33,106	\$ 33,106	\$ 30,200	\$ 36,000	\$ 36,000	\$ 36,000	\$ 5,800	19.2%
65482	52104	UTILITY:PROPANE	\$ 5,120	\$ 8,810	\$ 8,810	\$ 2,200	\$ 9,500	\$ 10,000	\$ 10,000	\$ 7,800	354.5%
65482	53402	COMM:POSTAGE	\$ 2,800	\$ 3,396	\$ 3,858	\$ 2,950	\$ 3,400	\$ 3,900	\$ 3,900	\$ 950	32.2%
65482	53103	GENERAL:ADVERTISING	\$ 6,500	\$ 7,970	\$ 7,762	\$ 3,200	\$ 8,000	\$ 8,000	\$ 8,000	\$ 4,800	150.0%
	53159	MARKETING	\$ -	\$ -	\$ 2,001	\$ -	\$ -	\$ 4,500	\$ 4,500	\$ 4,500	#DIV/0!
65482	53157	POLICE PROTECTION SERVICES	\$ 230,000	\$ 229,167	\$ 229,167	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ -	0.0%
65482	54202	OFFICE:EQUIPMENT	\$ 5,000	\$ 4,432	\$ 4,433	\$ 4,075	\$ 4,400	\$ 7,000	\$ 7,000	\$ 2,925	71.8%
	54213	RENT/LEASE:OFFICE EQUIPMENT	\$ -	\$ -	\$ 14,392	\$ -	\$ -	\$ 14,000	\$ 14,000	\$ 14,000	#DIV/0!
65482	55102	MEMBERSHIPS & DUES	\$ 4,000	\$ 4,742	\$ 5,842	\$ 3,375	\$ 4,750	\$ 6,200	\$ 6,200	\$ 2,825	83.7%
65482	55101	BOOKS/SUBSCRIPTIONS	\$ 3,500	\$ 4,466	\$ 3,366	\$ 2,890	\$ 4,470	\$ 3,400	\$ 3,400	\$ 510	17.6%
65482	54201	OFFICE SUPPLIES	\$ 21,000	\$ 26,490	\$ 26,175	\$ 18,450	\$ 26,500	\$ 26,500	\$ 26,500	\$ 8,050	43.6%
65482	52703	RENT/LSE:POSTAGE METER	\$ 17,000	\$ 11,913	\$ 642	\$ 18,000	\$ 12,000	\$ 700	\$ 700	\$ (17,300)	-96.1%
65482	53100	PROFESSIONAL SERVICES	\$ 230,605	\$ 189,741	\$ 181,243	\$ 205,000	\$ 200,000	\$ 172,000	\$ 172,000	\$ (33,000)	-16.1%
65482	53175	PROF SVCS: FLIGHT PLANNING	\$ 75,000	\$ 44,000	\$ 46,933	\$ 75,000	\$ 45,000	\$ 68,000	\$ 68,000	\$ (7,000)	-9.3%
65482	57802	OTHER:SCHOOLS MISC	\$ 13,500	\$ 20,871	\$ 2,870	\$ 12,575	\$ 22,000	\$ 4,000	\$ 4,000	\$ (8,575)	-68.2%
65482	57803	OTHER:BANK CHARGES	\$ 150	\$ (8,300)	\$ (8,300)	\$ 7,075	\$ 5,000	\$ -	\$ -	\$ (7,075)	-100.0%
65482	57102	TRAVEL:TRANSPORTATION	\$ 5,000	\$ 978	\$ 18,513	\$ 530	\$ 1,000	\$ 20,000	\$ 20,000	\$ 19,470	3673.6%
65482	57101	TRAVEL:HOTEL/LODGING	\$ 20,000	\$ 17,261	\$ 6,455	\$ 17,500	\$ 17,500	\$ 8,000	\$ 8,000	\$ (9,500)	-54.3%
65482	57103	TRAVEL:SEMINARS/CONFERENCES - GENERAL	\$ 2,500	\$ 7,061	\$ 1,846	\$ 4,300	\$ 7,000	\$ 5,000	\$ 5,000	\$ 700	16.3%
65482	57201	TRAVEL:MEALS & ENTERTAINMENT	\$ 5,000	\$ 6,162	\$ 622	\$ 5,000	\$ 6,200	\$ 900	\$ 900	\$ (4,100)	-82.0%
		<b>TOTAL ADMINISTRATIVE EXPENSES</b>	<b>\$ 1,183,357</b>	<b>\$ 997,085</b>	<b>\$ 974,555</b>	<b>\$ 1,199,275</b>	<b>\$ 1,096,720</b>	<b>\$ 1,153,100</b>	<b>\$ 1,153,100</b>	<b>\$ (46,175)</b>	<b>-3.9%</b>
65482	57401	INS PREM:AUTO & LIABILITY	\$ 224,061	\$ 156,366	\$ 156,366	\$ 225,900	\$ 225,900	\$ 225,900	\$ 225,900	\$ -	0.0%
65482	59101	DEBT SERV:PRINCIPAL	\$ 693,479	\$ 765,000	\$ 765,000	\$ 702,802	\$ 820,000	\$ 820,000	\$ 820,000	\$ 117,198	16.7%
65482	59102	DEBT SERVICE INTEREST	\$ 339,879	\$ 398,846	\$ 398,846	\$ 370,927	\$ 401,244	\$ 401,244	\$ 401,244	\$ 30,317	8.2%
65482	59103	ISSUE EXPENSE	\$ 40,000	\$ -	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ (40,000)	-100.0%
65482	59105	DEBT SERVICE BAN INTEREST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
65482	59104	DEBT SERVICE BAN PRINCIPAL	\$ 316,090	\$ -	\$ -	\$ 67,500	\$ -	\$ -	\$ -	\$ (67,500)	-100.0%
65482	59000	DEBT SERVICE	\$ 215,000	\$ -	\$ -	\$ 83,117	\$ -	\$ -	\$ -	\$ (83,117)	-100.0%
65482	56202	RETIREMENT-SHOWN PROPERLY IN PAYROLL EXPEI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
65482	57407	INSURANCE CLAIM	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
65482	57600	PERSONNEL CONTRACT EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%

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TOWN OF NANTUCKET PROPOSED BUDGET FY2016										
ORG	OBJ	ATM Voted Budget FY2014	Actual Total FY2014	RECLASSIFIED ACTUAL FY2014	ATM Voted Budget FY2015	PROJECTED BUDGET FY2016	AIRCOMMI /MANAGER RECOM FY2016	FINCOM RECOM FY2016	FY 2016 INCREASE OR (DECREASE) \$	FY 2016 INCREASE OR (DECREASE) %
65482	59501	OTHER FIN:GENERAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
65482	58999	FINCOM TRANSFER EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
65482	92004	UNPAID BILLS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
65482	57601	SETTLEMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
	59250	INTEREST: GENERAL	\$ -	\$ 22,788	\$ 22,788	\$ -	\$ -	\$ -	\$ -	0.0%
65482	59991	TRANSFER TO GENERAL FUND	\$ 200,000	\$ 329,096	\$ 329,096	\$ 200,000	\$ 200,000	\$ 335,000	\$ 335,000	67.5%
65482	59999	CONTIGNCY RESERVE-EXPENSE	\$ 240,471	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
TOTAL OTHER EXPENSES		\$ 2,268,980	\$ 1,672,096	\$ 1,672,096	\$ 1,690,246	\$ 1,647,144	\$ 1,782,144	\$ 1,782,144	\$ 91,898	5.4%
Total Other Expenses:		\$ 4,902,530	\$ 3,819,502	\$ 3,819,502	\$ 4,104,876	\$ 3,904,264	\$ 4,387,644	\$ 4,387,644	\$ 282,767	6.9%
TOTAL EXPENSES		\$ 8,768,592	\$ 7,760,564	\$ 7,760,564	\$ 8,242,550	\$ 8,245,137	\$ 8,728,517	\$ 8,728,517	\$ 485,967	5.9%

TOTAL REVENUES (Includes GF Subsidy)

Estimated Use of retained Earnings\*

\* Salary line items for Administration, Operations and Maintenance include Vacation, Sick Time,Personal time,Overtime,Shift Differentials, Holiday and Holiday Worked.

\*\* Note: Change is PR includes Contractual Obligations and Promotional Increases. Details in back up.

SUMMARY	FY2014 ATM Voted Budget	FY2014 Actual	FY2015 ATM Voted Budget	PROJECTED BUDGET FY2016	AIRCOMMI/MANAGE R FY2016	RECOMMENDATI ON FY2016	FY 2016 INCREASE OR (DECREASE) \$	FY 2016 INCREASE OR (DECREASE) %
Payroll-Salary	\$ 2,744,400	\$ 2,903,502	\$ 2,973,974	\$ 3,071,150	\$ 3,071,150	\$ 3,071,150	\$ 97,176	3.3%
Medicare P/R Tax Expense	\$ 40,291	\$ 42,013	\$ 43,100	\$ 44,500	\$ 44,500	\$ 44,500	\$ 1,400	3.2%
Medical Insurance	\$ 535,088	\$ 539,062	\$ 577,900	\$ 647,248	\$ 647,248	\$ 647,248	\$ 69,348	12.0%
Barnstable County Retirement	\$ 512,000	\$ 456,485	\$ 542,700	\$ 577,976	\$ 577,976	\$ 577,976	\$ 35,276	6.5%
Utilities	\$ 636,802	\$ 498,640	\$ 649,255	\$ 559,500	\$ 630,000	\$ 630,000	\$ (19,255)	-3.0%
Airport Fuel-Since 2012 Reported in Fuel Revolver	\$ 377,638	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Repairs & Maintenance	\$ 302,000	\$ 262,884	\$ 296,725	\$ 273,500	\$ 375,400	\$ 375,400	\$ 78,675	26.5%
Professional Services	\$ 305,605	\$ 233,741	\$ 280,000	\$ 245,000	\$ 240,000	\$ 240,000	\$ (40,000)	-14.3%
Police Protection Services	\$ 230,000	\$ 229,167	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ -	0.0%
Settlements/Personnel Contract Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
General Insurance	\$ 224,061	\$ 156,366	\$ 225,900	\$ 225,900	\$ 225,900	\$ 225,900	\$ -	0.0%
FBO Catering	\$ 300,000	\$ 331,295	\$ 319,500	\$ 332,000	\$ 335,000	\$ 335,000	\$ 15,500	4.9%
Other Supplies	\$ 129,305	\$ 111,811	\$ 100,350	\$ 101,300	\$ 173,700	\$ 173,700	\$ 73,350	73.1%
Travel	\$ 32,500	\$ 31,462	\$ 27,330	\$ 31,700	\$ 33,900	\$ 33,900	\$ 6,570	24.0%
Debt Service	\$ 1,604,448	\$ 1,163,846	\$ 1,264,346	\$ 1,221,244	\$ 1,221,244	\$ 1,221,244	\$ (43,102)	-3.4%
Indirect Costs	\$ 200,000	\$ 329,096	\$ 200,000	\$ 200,000	\$ 335,000	\$ 335,000	\$ 135,000	67.5%
Other	\$ 560,171	\$ 471,194	\$ 491,470	\$ 464,120	\$ 567,500	\$ 567,500	\$ 76,030	15.5%
TOTAL AIRPORT	\$ 8,734,309	\$ 7,760,564	\$ 8,242,550	\$ 8,245,137	\$ 8,728,517	\$ 8,728,517	\$ 485,967	5.9%

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		TOWN OF NANTUCKET PROPOSED BUDGET FY2016								
ORG	OBJ	ATM Voted Budget FY2014	Actual Total FY2014	RECLASSIFIED ACTUAL FY2014	ATM Voted Budget FY2015	PROJECTED BUDGET FY2016	AIRCOMMI /MANAGER RECOM FY2016	FINCOM RECOM FY2016	FY 2016 INCREASE OR (DECREASE) \$	FY 2016 INCREASE OR (DECREASE) %
	Certified Retained Earnings:									
		\$ 8,768,592	\$ 7,760,564		\$ 8,242,550	\$ 8,245,137	\$ 8,728,517	\$ 8,728,517		
		\$ (34,283)	\$ -		\$ -	\$ -	\$ -	\$ -		

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# FY 2016 Personnel Spreadsheet

## Nantucket Memorial Airport Enterprise Fund

Number of Positions in Department

ORG: 65482

Full-time	34
Part-time	0
Seasonal	19
Temporary	0
Vacancies	0
New Positions Requested	0

TOTAL OF ALL POSITIONS

53

Name, Position	Job Code	Avg Hours Per Week	Class & Step as of 6/30/15 (e.g., B - Step 3)	Yearly Salary as of 6/30/15	53 Week Adjustment	FY16 Step Increase Date	Prorated FY 2016 Salary	Longevity Pay	Other	Total by Employee
RAFTER, T. - AIRPORT MANAGER	AI01	40.00	CONTRACT	145,000	145,390	06/04/16	146,000	0	0	146,000
MILLER, J. - BUSINESS MANAGER	AI05	40.00	NON-UNION	70,900	71,091	05/06/16	71,500	0	0	71,500
CROOKS, D. - ADMINISTRATION ASSISTANT	AI25	40.00	NON-UNION	88,000	88,237	11/15/15	89,600	3,500	0	93,100
PARTIDA, J. - OFFICE ASST. TO TERM	AI21	40.00	NON-UNION	89,600	89,841	10/02/15	91,400	2,700	0	94,100
PEREZ, W. - OPERATIONS OFFICE CLERK	AI22	40.00	NON-UNION	44,700	44,820	09/04/15	45,700	0	0	45,700
HEINTZ, L. - OPERATIONS OFFICE CLERK	AI22	40.00	NON-UNION	76,800	77,007	12/07/15	78,100	3,100	0	81,200
JOHNSON, C. - OPERATIONS OFFICE CLERK	AI22	40.00	NON-UNION	44,100	44,219	04/10/16	44,500	0	0	44,500
TRUE, L. - OPERATIONS OFFICE CLERK	AI22	40.00	NON-UNION	44,700	44,820	05/06/16	45,100	0	0	45,100
WILLIAMS, M. - OPERATIONS OFFICE CLERK	AI25	40.00	NON-UNION	51,300	51,438	07/07/15	52,600	0	0	52,600
SYLVIA, D. - ASST. AIRFIELD SUPERVISOR	AI24	40.00	NON-UNION	113,700	114,006	01/01/16	115,500	5,700	0	121,200
TALLMAN, R. - TERMINAL COORDINATOR	AI26	40.00	NON-UNION	102,000	102,275	05/06/16	102,900	3,100	0	106,000
TORRES, J. - OFFICE ADMINISTRATION	AI25	40.00	NON-UNION	103,500	103,779	08/03/15	106,000	3,100	0	109,100
KARBERG, N. - ENVIRONMENTAL	AI28	40.00	NON-UNION	71,200	71,392	01/18/16	72,200	0	0	72,200
FALCONER, A. - OPERATIONS	AI30	40.00	OPS-4	65,500	65,676	01/14/16	66,500	1,300	0	67,800
MOONEY, T. - OPERATIONS	AI30	40.00	OPS-5	72,600	72,795	05/07/16	73,200	2,200	1,411	76,811
WELLINGTON, F. - OPERATIONS	AI30	40.00	OPS-5	69,800	69,988	04/14/16	70,500	2,100	1,356	73,956
NELSON, S. - OPERATIONS	AI30	40.00	OPS-2	57,563	57,718	07/17/15	59,000	1,200	972	61,172
HANSON, L. - OPS SUPERINTENDENT	AI30	40.00	SUPR-5	88,500	88,738	10/03/15	90,300	0	0	90,300
SPENCE, N. - OPERATIONS	AI30	40.00	OPS-2	57,563	57,718	09/27/15	58,800	0	0	58,800
HARIMON, P. - OPS SUPERINTENDENT	AI32	40.00	SUPR-5	91,300	91,546	08/21/15	93,400	2,700	3,851	99,951
BUCKLEY, B. - OPERATIONS SUPV	AI32	40.00	SUPR-5	84,000	84,226	05/21/16	84,600	3,400	1,634	89,634
SPENCE, D. - OPERATIONS	AI40	40.00	OPS-2	53,496	53,640	12/12/15	54,400	0	0	54,400
LIBURD, L. - MAINTENANCE	AI40	40.00	M1-5	70,900	71,091	04/06/16	71,600	2,800	0	74,400
GRANGRADE, J. - MAINT SUPERINTENDENT	AI32	40.00	M4-5	93,700	93,952	08/02/15	95,900	4,700	1,634	102,234
ALLEN, G. - MAINTENANCE	AI40	40.00	M3-5	77,400	77,608	07/10/15	79,300	3,100	0	82,400
O'NEIL, M. - MAINTENANCE	AI40	40.00	M3-5	75,000	75,202	09/08/15	76,600	3,000	1,439	81,039
PINEDA, N. - MAINTENANCE	AI40	40.00	M1-5	68,700	68,885	05/14/16	69,300	2,100	0	71,400
HOLDGATE, R. - MAINTENANCE	AI40	40.00	M3-5	75,000	75,202	06/01/16	75,500	2,300	0	77,800
DAVIS, J. - MAINTENANCE	AI40	40.00	M1-5	70,700	70,890	05/25/16	71,200	3,500	0	74,700
AGUIAR, M. - MAINTENANCE	AI40	40.00	M1-3	66,500	66,679	10/06/15	67,800	1,300	0	69,100
FOWLER, P. - MAINTENANCE	AI40	40.00	M1-5	72,300	72,495	04/10/16	73,000	2,900	1,403	77,303
MUHLER, T. - MAINTENANCE	AI40	40.00	M1-5	70,900	71,091	01/06/16	72,000	2,800	0	74,800
DUGAN, J. - MAINTENANCE	AI40	40.00	M1-3	56,400	56,552	09/09/15	57,600	0	0	57,600
RAY, L. - MAINTENANCE	AI40	40.00	M1-5	71,700	71,893	04/17/16	72,400	2,900	0	75,300
SEASONAL (19 POSITIONS)	AI75	40HRS at 15	TOWN WARRANT	216,600	216,600	N/A	216,600	0	0	216,600

Seasonal 11,400.00  
\$9.00

\* Under Negotiations, Laborers' Union Contract Expired on 06/30/2014

Total Prorated Salary (Administration) (Munis 5110c)	\$ 1,061,100
Total Prorated Salary (Operations)	\$ 650,700
Total Prorated Salary (Maintenance)	\$ 882,200
Total Prorated Salary (Seasonal)	\$ 216,600
Total Longevity (Munis 51700)	\$ 65,500
Total Education (Munis 51600)	\$ -
Total Certification Pay (Operations) (Munis 515xx)	\$ 9,224
Total Certification Pay (Maintenance) (Munis 515xx)	\$ 4,476
Total Holiday Worked Pay (Operations) (Munis 518:	\$ 23,500
Total Holiday Worked Pay (Maintenance) (Munis 51	\$ 12,500
Shift Differential (Operations) (Munis 514xx)	\$ 18,000
Shift Differential (Maintenance) (Munis 514xx)	\$ 4,000
Overtime (enter on Munis 513xx)	\$ 20,000
Overtime Operations (enter on Munis 513xx)	\$ 57,000
Overtime Maintenance (enter on Munis 513xx)	\$ 34,750
Overtime Seasonal (enter on Munis 513xx)	\$ 11,600
Contractual Obligation	\$ -
Promotional Increase	\$ -
<b>Subtotal</b>	<b>\$ 3,071,150</b>
Medicare (enter on Munis 51961)	\$ 44,500
Health Insurance	\$ 647,248
BCRS Retirement	\$ 577,976
<b>Total</b>	<b>\$ 4,340,874</b>

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ACCT #	ACCOUNT NAME	GENERAL DESCRIPTIONS	EXAMPLES/MAIN VENDORS
<b>OPERATING - FBO</b>			
54102	AIRPORT FUEL -> <b>USE REVOLVER ORG: 27482</b>	Jet & Low Lead	Ascent Aviation invoices only
55802	CREDIT CARD COMM	Fees from credit card processing	Ascent & Merchant Services
52505	EQUIPMENT RENTAL/FUEL TRUCK RENTAL	Only to be used for the invoices from Ascent Aviation for the monthly fees for the fuel truck rentals	n/a
52502	MISC PURCH: FBO/PILOT SERVICES	Misc. expenses for the FBO & Pilot services	Coffee, candy, water, wing-points, small appliances
52501	FBO CATERING	Expenses for catering	Taste of Nantucket invoices
<b>OPERATING - OPERATIONS</b>			
52429	TRIENNIAL DRILL & SPECIAL EVENTS	Expenses related to the triennial fire drill	Norman's expenses, sandwiches, water, supplies needed for the event. Other special events could be Airport Day, Blue Angels, etc.
52504	PERSONNEL UNIFORMS	Maintenance, Security & Ops uniforms	Aramark & Galls
53187	TRAINING ARFF & OPERATIONS	Should be used to training related to ARFF/Operations training. This includes the registration fees for the course as well as the travel expenses for the instructor. The Airport personnel expenses will go into the travel expenses accordingly.	Live Fire Training, EMT & CPR Training, ASOS, ACE Operations ( <b>NOT</b> ACE Airfield Lighting),PLST, etc.
54302	BLDG&EQ - MAINT & SUPPLIES	Expenses for items that are supplies for the building and equipment (NOT vehicles and NOT for repairing the building & equipment) used on a daily basis.	For example, light bulbs, fire extinguishers, equipment (NOT vehicle) tires. (Vendors: Baynes Electric)
54701	OPS SILVER SUITS	Ops silver suits	n/a
54109	MISC PURCH: OPERATIONS	Misc. expenses used for Operations	First Aid Kits, water, gloves, medical supplies etc.
53803	LICENSES & TAXES	Fees for Maintenance & Ops to apply for their specific licenses	Hoisting licenses (not the class) CDL licenses etc.
<b>OPERATING - REPAIRS &amp; MAINTENANCE</b>			
52419	NEW TOOLS & EQUIP	Expenses to be used for purchases of small tools & equipment under the amount of \$1k (probably used mainly by the Maintenance personnel) for airport use Airport wide. Also not purchased under a capital account	Small parts of equipment such as new hand tools,
52420	PKG LOT TOW FEES	Fees for towing cars out of the parking lot	n/a
52405	REP&MAINT:EQUIPMENT	Expenses for items used to repair & maintain the equipment (NOT VEHICLES) that are already in use. This is <b>NOT</b> to be used for the purchase of new pieces of equipment.	Hoses for the de-icer, nuts & bolts, equipment replacement parts (i.e. a lawn mower blade) etc.
54101	ENERGY:GAS & DIESEL	Gas & Diesel	Harbor Fuel invoices only
54501	CUSTODIAL - CLEANING SUPPLY	Cleaning supplies used by the janitors	AmSan New England, MHC (depending on what the purchase is)
52404	REP&MAINT:BUILDING	Expenses to repair and maintain the building and things within the building that are physically part of that building and will not be moved. This includes the cost of labor for a third party to complete the work or the parts necessary for Maintenance personnel to repair it themselves.	Repairs to an HVAC system, elevators, doors, faucets/bathroom fixtures
52906	PROPERTY:SNOW REMOVAL AND MAINTENANCE	Expenses related to snowplowing	Salt, sand, shovels, potassium, necessary chemicals to melt/handle snow etc.
52907	PROPERTY:RUBBISH PICKUP	Rubbish pick-up	Myles Reis, Landfill fees, DPW
52424	FUEL STORAGE FACILITY MAINT	Expenses related to the maintenance of the Fuel Farm as well as the annual Fuel Farm Inspection (Lakes Region Environmental)	Gammon Technical Products, Ryder Electrical (working specifically on the Fuel Farm), Clarion Fire Protection
52411	REP&MAINT:GROUNDS	Expenses related to repairs and maintenance to the airfield ground area	Porta-potties, landscaping, pest control (Terminix), flowers, irrigation maintenance, signs for gate entry,
52417	PARKING LOT MAINTENANCE	General maintenance to the parking area <b>**IF NOT INCLUDED IN THE PARKING LOT CAPITAL ACCOUNT #55493-91066</b>	New parking lot signs, painting new lines, new tokens ( <b>**after</b> capital account money is used)
52409	REP&MAINT:AIRFIELD MAINTENANCE	Expenses related to repairs and maintenance to the runways and general airfield maintenance such as Taxiways, Apron area, safety areas etc.	Examples: Runway lights, fixing holes, repainting lines etc.
53804	FREIGHT	Freight charges	SSA, Cape & Islands Air Freight, Cape Cod Express
53303	TRANS:SECURITY	Expenses related to the security of the building, mainly used by Bob Tallman, R&M to security functions & features of the airport	Security badges, repairs to the perimeter fence
53300	ENVIRONMENTAL	Expenses used by NK for environmental research & compliance related issues	Weston Solutions, Cabela's, USDA etc.
52403	R&M VEHICLES	Expenses related to actually fixing of a vehicle (not equipment)	Replacement hoses, etc. for a vehicle (not a piece of equipment)
52430	R&M THOMPSON HOUSE	Expenses related to the repairs and maintenance done to the Thompson House	Repairing the appliances, painting, winterizing etc.
54214	VEHICLE SUPPLIES	Expenses related to supplies that will go into a vehicle	Filters, wiper blades, oil, tires etc.
<b>OPERATING - ADMINISTRATIVE</b>			
53401	COMM:TELEPHONE	Telephone expenses including repairs to the telephone lines	AT&T, Nextel Communications & Verizon
53403	COMM:COMCAST/WEATHER	Cable & Internet costs only	Invoices from Comcast, WSI & Country Networks
52101	UTILITY - ELECTRICITY	Electricity	National Grid
52103	UTILITY - FUEL OIL	Fuel Oil	Harbor Fuel

ACCT #	ACCOUNT NAME	GENERAL DESCRIPTIONS	EXAMPLES/MAIN VENDORS
52105	UTILITY - WATER	Water	Wannacomet Water
52104	UTILITY - PROPANE	Propane	Yates Gas
52703	RENT/LEASE - POSTAGE METER	This account is used only for the Pitney Bowes invoices for the rental of the postage meter. <b>**NOTE: POSTAGE goes in account #53402</b>	Pitney Bowes invoices only
53159	MARKETING	Expenses related to items with the ACK name on it that it distributed to the general public (NOT advertising unless it's promoting the airport)	Pens, calendars, etc. with ACK or Airport Memorial Airport on it
53402	COMM:POSTAGE	Postage expenses - money for mailing envelopes as well as Fed-Ex, UPS (none freight)	Postage uploaded to the meter and when Security mails out fingerprints etc.
53103	GENERAL:ADVERTISING	Expenses related to job posting, bid invitations, fee changes notices etc. (NOT, advertising expenses used to promote the airport)	Inky, Boston Globe, Cape Cod Times
53157	LEO/POLICE PROTECTION SERVICES	LEO Officer only	n/a
54202	OFFICE - EQUIPMENT	Expenses related the purchase of office equipment (over a threshold)	Computers, small printers,
54213	RENT/LEASE – OFFICE EQUIPMENT	This account is used only for the RICOH invoices for the rental of the copy machines	RICOH invoices only
55102	MEMBERSHIPS & DUES	Expenses related to continuing Memberships for organization such as AAAE, NATA (for actually being a member)	AAAE & NATA
55101	BOOKS/SUBSCRIPTIONS	Expenses related to additional reading material for use of airport employees as well as subscriptions to magazines and online access to resources (i.e. AAAE Digital Subscription)	AAAE
54201	OFFICE SUPPLIES	Expenses related to office type supplies regardless of where it's actually located.	For example, copy machine paper, toner, printer cartridges, pens etc.
53100	PROFESSIONAL SERVICES	Expenses related services from professionals/experts in certain areas such as legal, accountants, IT services,	Computer Assistance Services (IT support), Kopelman & Paige (Legal), Any Business Systems (GP support), Genesys Conferencing Inc. (recording the commission meetings)., Norton Medical Supplies (drug tests),
53175	FLIGHT PLANNING/TRACKING (PASSUR AEROSPA	Flight tracking software	Passur Aerospace
57802	OTHER - SCHOOLS MISC	This should be used to continuing education courses that are not related to ARFF training and are not conferences or seminars but a specified learning class.	For example, Payroll Law class, Excel class training, Hoisting classes, OSHA training, ACE Airfield Lighting ( <b>NOT</b> ACE Operations) etc.
57803	OTHER:BANK CHARGES	This isn't an account we would record anything to	
57102	TRAVEL:TRANSPORTATION	Travel expenses for transportation such as auto rentals, fuel, mileage, flights, ferry etc. <b>Please note that all travel expenses related to the travel for the instructor will be recorded in the cooresponding training code</b>	
57101	TRAVEL:HOTEL/LODGING	Travel expenses for hotel & lodging. <b>Please note that all travel expenses related to the travel for the instructor will be recorded in the cooresponding training code</b>	
57103	TRAVEL:SEMINARS/CONFERENCES - GENERAL	Expenses for attending Seminars & Conferences in general (regardless of where they are). <b>Please note that all travel expenses related to the travel for the instructor will be recorded in the cooresponding training code</b>	
57201	TRAVEL:MEALS & ENTERTAINMENT	Travel expenses for meals & entertainment. <b>Please note that all travel expenses related to the travel for the instructor will be recorded in the cooresponding training code</b>	Example: If Tom takes a tenant or perspective tenant to a lunch meeting



1<sup>st</sup> DRAFT

112514-2

**PRELIMINARY Outline for 2015 Annual Town Meeting Warrant**

*For 11/12/14 BOS review (as of 11/06/14)*

*NOTE: Numbering & Order is NOT FINAL*

**Annual Articles**

1. Receipt of Reports
2. Appropriation: Unpaid Bills
3. Appropriation: Prior Year Articles
4. Revolving Accounts: Annual Authorization (include Airport Aviation Fuel instead of separate article?)
5. Appropriation: Reserve Fund
6. FY 2015 General Fund Budget Transfers
7. Personnel Compensation Plans for FY 2016 (increase to Seasonal Salary Schedule; 2% to Town Clerk salary)
8. Appropriation: FY 2016 General Fund Operating Budget
9. Appropriation: Health & Human Services
10. Appropriation: General Fund Capital Expenditures
11. Appropriation: FY 2016 Enterprise Funds Operations
12. Appropriation: Enterprise Funds Capital Expenditures
13. FY 2015 Enterprise Funds Budget Transfers
14. Appropriation: Waterways Improvement Fund
15. Appropriation: Ferry Embarkation Fee
16. Appropriation: Ambulance Reserve Fund
17. Appropriation: County Assessment
18. Appropriation: Finalizing FY 2016 County Budget
19. Rescind Unused Borrowing Authority (*may not be needed*)
20. Appropriation: CBA/DPW
21. Appropriation: CBA/Fire
22. Appropriation: CBA/OIH
23. Appropriation: CBA/Laborer's Union
24. Appropriation: CBA/Police Union
25. Appropriation: CBA/Wannacomet
26. Appropriation: CBA/Airport Union
27. Appropriation: OPEB Trust Fund
28. Appropriation: Free Cash
29. Appropriation: Stabilization Fund

**Other Selectmen Sponsored Articles**

*NOTE: most of these were reviewed/discussed by BOS or Town Administration since the 2014 ATM*

**OTHER APPROPRIATION or FINANCE RELATED**

1. Authorization for additional Financial Assurance Mechanism for landfill (DEP requirement)
2. Appropriation to bury wires at key intersections – per BOS discussion 9/10/14 - ? (probably not ready yet)
3. Re-consider establishing a Capital Projects Stabilization Fund (into which proceeds from the sales of real estate could be deposited in accordance with MGL c. 44 s. 63)
4. Authorization to Borrow for Easy St Bulkhead renovation loan

5. Airport: agreement pertaining to Carbon Neutral Program

#### **BYLAW AMENDMENTS**

1. Possible article recommendation coming from Sign Advisory Committee to "tighten" the sign bylaw (ie, lighting)
2. Amendment to C. 113 of Town Code (Removal of Poles and Wires) to formalize Town placement and maintenance of municipal wires on utility poles in municipal right-of-way
3. Amendment(s) to Public Assembly bylaw re: fees and other administrative adjustments
4. Bylaw to require homeowners, businesses to remove snow from front of their property - ?
5. Bylaw to allow for Town to impose conditions to limit Town liability/obligations for houses built w/in certain distance from areas known for coastal erosion and/or wetlands - ?

#### **HOME RULE PETITIONS**

*Resubmittal of Pending HRP's from 2014 ATM (these have not been acted upon by the Legislature) - ?:*

1. Airport Fuel Revolving Fund (exemption from statutory aggregate revolving fund limit) (was Article 82 at 2014 ATM; also approved at 2013 ATM)
2. Community Preservation Committee membership (also approved at 2012, 2013 ATMs; was Article 84 at 2014 ATM)
3. Smooth Hummocks Property Conveyance from County & Town to Land Bank (was approved at October 22, 2012 STM, 2013 ATM and was Article 85 at 2014 ATM)
4. Conveyance of Misc Land to Land Bank (was Article 86 at 2014 ATM)
5. Retirement Benefits for Town & County Employees (was Article 90 at 2014 ATM)
6. Conveyance of Land from County to Town (Baxter Rd) ( was Article 92 of 2014 ATM)

#### **New**

1. Expansion of Room Occupancy Tax to Seasonal Vacation Rentals - ? (revenue to be dedicated to specific purpose – sewer improvements?) *NOTE: Previous articles were defeated at the 2010 & 2011 ATMs; if we are going to resubmit it, we need to work on an outreach and education plan; also talk with other towns – who to head this up?*
2. Possible HRP in connection with NCH
3. HRP to increase residential exemption from 20% to 30%? (discussed at BOS mtg 7/15/14)
4. HRP to authorize Town to assess 5% sales tax on sales of medical marijuana - ?
5. Submit modified HRP re: Harbor & Shellfish Advisory Board to amend enabling legislation for an appointed Board - ? or a "hybrid" Board of elected and appointed members - ?. (Original petition approved at the 2009, 2010, 2011, 2012 and 2013 annual town meetings which would allow members of the Town's Harbor and Shellfish Advisory Board who are commercial fishermen or who make a living from the sea to be exempt from certain sections of MGL c. 268A through an amendment to the special act which established the HSAB, is still pending in the legislature.
6. HRP to increase the Ferry Embarkation Fee - ?

#### **MGL ACCEPTANCES**

1. Acceptance of MGL c. 40C (re: HDC) - ? (or wait until review complete)

#### **REAL ESTATE RELATED**

1. Authorize sale of Town land for bulk fuel storage facility - ?
2. Article(s) pertaining to Town land and acquisition/lease to NCH - ?

3. Long-term lease for 4 Fairgrounds property for housing - ?
4. Authorization to dispose of portion(s) of Baxter Road in the event of road failure
5. Potential land swap with Housing Authority for its Tom Nevers land in exchange for land not already designated for housing
6. Potential land swap with Madaket Land Trust

#### ***ZONING***

1. Zoning change for 4 Fairgrounds Rd re: housing density - ?
2. Zoning changes for NCH - ?

#### ***OTHER***

- 1.

#### ***CITIZEN ARTICLES***

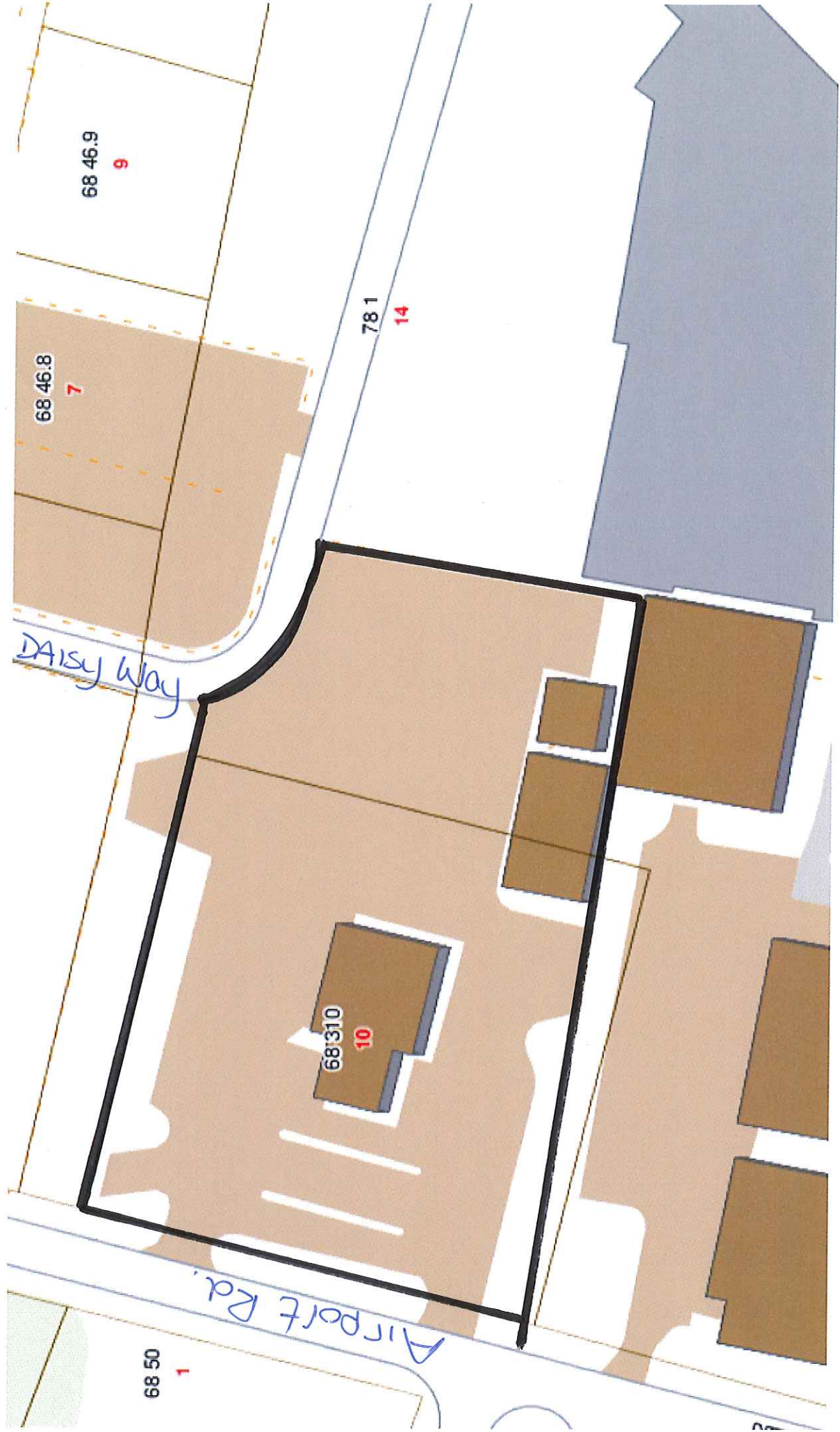
Due by Tues, 11/25 at 4p

## ARTICLE \_\_\_\_

**(Real Estate Disposition: Long-term Lease Authorization, 10 Airport Road)**

To see if the Town will vote to authorize the Airport Commission to lease for a lease term not to exceed twenty (20) years, part of the following Town-owned property located at 10 Airport Road, a portion of Map 68 parcel 310 and a portion of Map 78 parcel 1, described as Airport Gas Station parcel, subject to Massachusetts G.L. c. 30B; and to take any action thereto.

(Airport Commission)



68 46.9

9

68 46.8

7

78 1

14

Daisy Way

68 310

10

68 50

1

Airport Rd.

**Janine Torres**

112514Z

**From:** Tom Rafter <trafter@nantucketairport.com>  
**Sent:** Wednesday, November 19, 2014 4:49 PM  
**To:** Daniel W. Drake  
**Cc:** Janine Torres; nkarberg@nantucketairport.com  
**Subject:** FW: ATM language final draft placeholder

Dan,  
This would be a place holder at this point. However, I assume the Commission will need to decide if we use this method or the 100% third party financing method. I will ask Janine to put on the agenda for 11/28.  
Tom

---

**From:** Noah Karberg [mailto:nkarberg@nantucketairport.com]  
**Sent:** Wednesday, November 19, 2014 3:15 PM  
**To:** Tom Rafter  
**Subject:** ATM language final draft placeholder

Tom –

Brian's recommendation is that this text goes to Libby, from you. The unstated assumption is that this article would obviously need a borrowing number associated with it.

To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow pursuant to General Laws Chapter 44, Sections 7 or 8, and/or Chapter 25A, Sections 11C and 11I, or any other enabling authority, a certain sum of money for energy management services for the purpose of making energy improvements to facilities of the Nantucket Memorial Airport pursuant to one or more energy management service agreements authorized under G.L. c. 25A, sections 11C or 11I, including the costs of consulting services, audits, plans, documents, cost estimates, bidding services, construction, and all related expenses incidental thereto and necessary in connection therewith, said sum to be expended by and under the direction of the Nantucket Airport Commission, and to authorize said Commission to apply for a grant or grants, to be used to defray the cost of all, or any part of, said energy improvements; and that the Town authorize the Airport Commission to enter into any and all contracts and agreements for terms not exceeding twenty years, including leases and power purchase agreements for renewable energy projects, as may be necessary to carry out the purposes of this Article; or to take any other action relative thereto.



Nantucket Memorial Airport

# Monthly Statistical Report

(October 2014)





# Nantucket Memorial Airport

## Operations FY2014 vs. FY2015

			CY 2014						CY 2015						
			JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Fy2015	ITINERANT	Air Carrier	215	222	118	48									
		Air Taxi	11,049	11,470	7,638	6,015									
		General Aviation	5,480	5,715	3,530	2,318									
		Military	57	39	0	2									
		TOTAL	16,801	17,446	11,337	8,444									
	LOCAL	Civil	4	24	0	19									
		Military	0	0	0	0									
		TOTAL	5	24	0	19									
		TOTAL	16,805	17,470	11,337	8,463									
		% Change	2.10%	-1.64%	-13.92%	-16.90%									

**October 2013 vs. October 2014 down - 16.90%**  
**YTD Down - 6%**

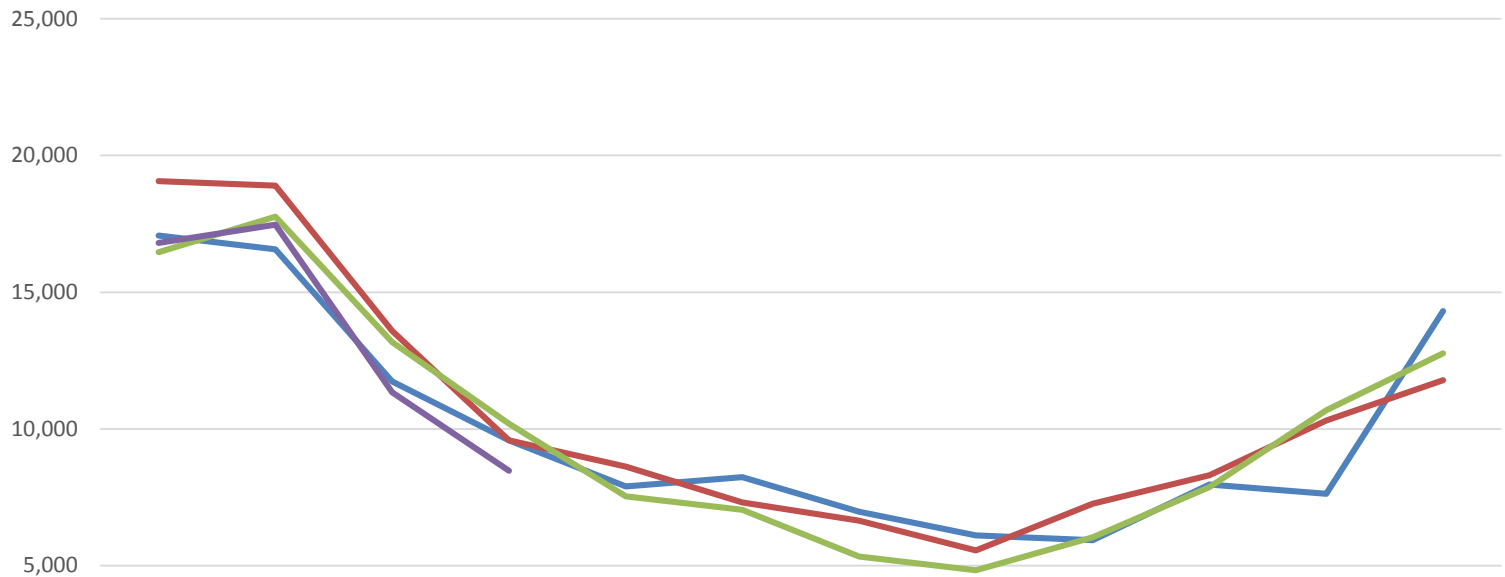
YTD	JUL	AUG	SEP	OCT	Total	% Change
Operations FY2012	17,069	16,571	11,730	9,580	54,950	
Operations FY2013	19,062	18,899	13,589	9,581	61,131	11%
Operations FY2014	16,459	17,761	13,170	10,184	57,574	-6%
Operations FY2015	16,805	17,470	11,337	8,463	54,075	-6%





# Nantucket Memorial Airport

Operations FY2012- FY2015



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Operations FY2012	17,069	16,571	11,730	9,580	7,892	8,238	6,966	6,103	5,928	7,966	7,618	14,315
Operations FY2013	19,062	18,899	13,589	9,581	8,624	7,309	6,645	5,546	7,257	8,305	10,302	11,779
Operations FY2014	16,459	17,761	13,170	10,184	7,532	7,040	5,329	4,821	6,031	7,870	10,675	12,767
Operations FY2015	16,805	17,470	11,337	8,463								



# Nantucket Memorial Airport

## Passenger Enplanements FY2014 vs. FY2015

FY2015	AIRLINE	CY 2014						CY 2015						TOTAL
		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	
	Cape Air (KAP)	7,305	7,557	5,117	3,098									23,077
	Piedmont/United	2,511	2,980	1,449	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed		6,940
	Continental Connection (Comut air)	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	0
	Delta Express (Freedom Air)	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	0
	Delta Airlines	3,564	4,453	195	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed		8,212
	Island Air (ISA)	5,573	5,507	4,901	4,424									20,405
	JetBlue Airways	7,736	9,036	4,500	1,649	Closed	Closed	Closed	Closed	Closed	Closed			22,921
	Nantucket Air (ACK)	2,715	2,667	2,388	2,188									9,958
	Tradewind Aviation	1,030	1,078	566	202									2,876
	USAirways (Air Wisconsin - AWI)	1,851	2,225	131	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed		4,207
	Monthly Total	32,285	35,503	19,247	11,561									98,596
	% Change Prior Year	0.86%	-0.71%	-5.33%	-8.72%									

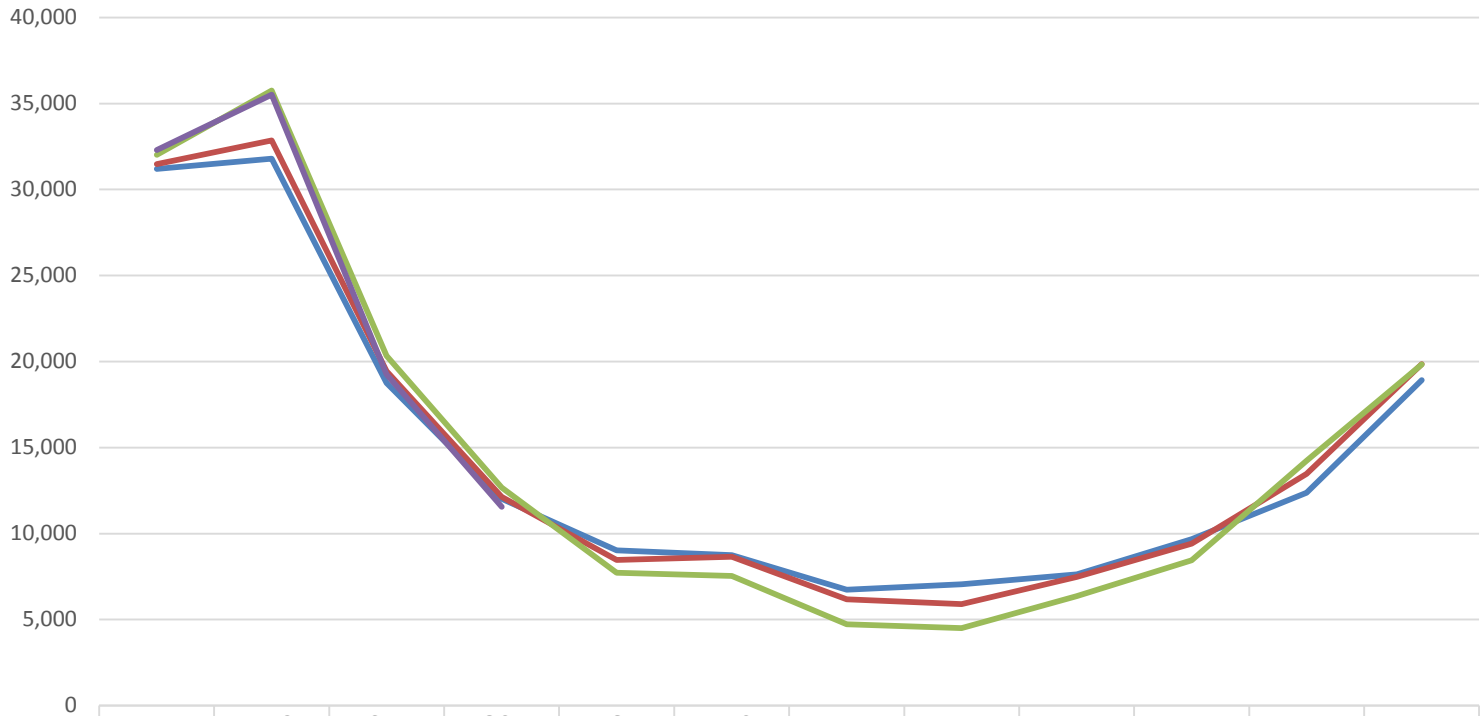
**October 2013 vs. October 2014 down - 8.72%**  
**YTD Down - 2%**

	JUL	AUG	SEP	OCT	TOTAL	% Chng
Enplanements FY 2012	31,199	31,788	18,744	12,012	93,743	
Enplanements FY 2013	31,484	32,852	19,449	12,130	95,915	2%
Enplanements FY 2014	32,009	35,758	20,330	12,665	100,762	5%
Enplanements FY 2015	32,285	35,503	19,247	11,561	98,596	-2%



# Nantucket Memorial Airport

Passenger Enplanements FY 2012- FY 2015



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Enplanements FY 2012	31,199	31,788	18,744	12,012	9,029	8,752	6,729	7047	7627	9674	12381	18924
Enplanements FY 2013	31,484	32,852	19,449	12,130	8,476	8,647	6,183	5893	7481	9407	13479	19847
Enplanements FY 2014	32,009	35,758	20,330	12,665	7,717	7,534	4,728	4,506	6,358	8,453	14,230	19,841
Enplanements FY 2015	32,285	35,503	19,247	11,561								



# Nantucket Memorial Airport

## Jet A Gallons Sold FY2011 vs. FY2015

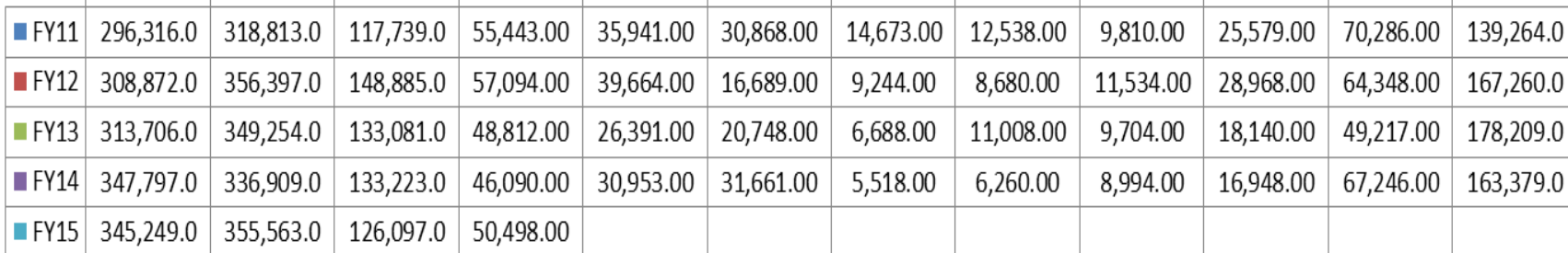
	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>Total</u>
<b><u>FY 2011 Jet A</u></b>	296,316.00	318,813.00	117,739.00	55,443.00	35,941.00	30,868.00	14,673.00	12,538.00	9,810.00	25,579.00	917,720.00
<b><u>FY 2012 Jet A</u></b>	308,872.00	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	986,027.00
<b><u>FY 2013 Jet A</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	937,532.00
<b><u>FY 2014 Jet A</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	964,353.00
<b><u>FY 2015 Jet A</u></b>	345,249.00	355,563.00	126,097.00	50,498.00							

**October 2013 vs. October 2014 UP 10%**  
**YTD UP 1.55%**

	<u>July</u>	<u>Aug</u>	<u>SEP</u>	<u>OCT</u>	<u>Total</u>	<u>% Change</u>
<b><u>FY 2011 Jet A</u></b>	296,316.00	318,813.00	117,739.00	55,443.00	788,311.00	
<b><u>FY 2012 Jet A</u></b>	308,872.00	356,397.00	148,885.00	57,094.00	871,248.00	10.52%
<b><u>FY 2013 Jet A</u></b>	313,706.00	349,254.00	133,081.00	48,812.00	844,853.00	-3.03%
<b><u>FY 2014 Jet A</u></b>	347,797.00	336,909.00	133,223.00	46,090.00	864,019.00	2.27%
<b><u>FY 2015 Jet A</u></b>	345,249.00	355,563.00	126,097.00	50,498.00	877,407.00	1.55%



## Per Fiscal Year





# 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>
<b><u>2011 AvGas</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
<b><u>2012 AvGas</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
<b><u>2013 AvGas</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
<b><u>2014 AvGas</u></b>	23,475.10	29,626.50	13,996.70	6,999.00	3,869.60	4,579.80	1,974.10	1,346.30	1,836.00
<b><u>2015 AvGas</u></b>	23,806.00	24,958.50	11,454.10	8,228.10					

**October 2013 vs. October 2014 UP 18%**  
**YTD Down - 7.63%**

	<u>July</u>	<u>Aug</u>	<u>SEP</u>	<u>OCT</u>	Total	% Chng
<b><u>2011 AvGas</u></b>	25,308.30	23,727.70	15,022.70	6,695.60	70,754.30	
<b><u>2012 AvGas</u></b>	26,769.50	25,777.50	15,956.90	9,067.30	77,571.20	9.63%
<b><u>2013 AvGas</u></b>	29,107.10	25,742.30	13,727.90	6,840.90	75,418.20	-2.78%
<b><u>2014 AvGas</u></b>	23,475.10	29,626.50	13,996.70	6,999.00	74,097.30	-1.75%
<b><u>2015 AvGas</u></b>	23,806.00	24,958.50	11,454.10	8,228.10	68,446.70	-7.63%



A bar chart with 'Gallons' on the y-axis (0 to 35,000.00) and 12 categories on the x-axis. Each category has five bars: blue, red, green, purple, and cyan. The cyan bars are only present in the first three categories.

Category	Blue	Red	Green	Purple	Cyan
1	25,300.00	26,800.00	29,100.00	23,400.00	23,800.00
2	23,700.00	25,800.00	25,800.00	29,600.00	25,000.00
3	15,000.00	16,000.00	13,700.00	14,000.00	11,500.00
4	6,700.00	9,100.00	6,900.00	7,000.00	8,200.00
5	3,400.00	4,000.00	5,100.00	3,900.00	0.00
6	4,200.00	4,200.00	3,400.00	4,600.00	0.00
7	2,500.00	2,300.00	2,700.00	2,200.00	0.00
8	2,100.00	3,100.00	2,400.00	1,600.00	0.00
9	2,500.00	3,500.00	3,100.00	2,000.00	0.00
10	11,800.00	9,400.00	4,300.00	3,700.00	0.00
11	12,500.00	13,600.00	8,700.00	8,500.00	0.00
12	13,800.00	20,100.00	11,600.00	15,300.00	0.00

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY11	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
FY12	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
FY13	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
FY14	23,475.10	29,626.50	13,996.70	6,999.00	3,869.60	4,579.80	1,974.10	1,346.30	1,836.00	3,617.00	8,465.30	15,239.30
FY15	23,806.00	24,958.50	11,454.10	8,228.10								



# 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	50,644			53,937	47,438	51,553	59,485	49,769	59,146
<b>Island Air</b>	135,809	124,019	82,155	61,044			35,955	31,391	36,157	51,088	65,734	99,902
<b>Fed Ex</b>	123,441	97,231	59,012	44,426			23,882	20,748	29,223	47,281	68,789	90,080
<b>UPS</b>	13,269	11,475	1,735	1,505			1,972	1,078	2,505	5,811	8,006	10,221
<b>Monthly total</b>	340,810	296,751	193,221	157,619			115,746	100,655	119,438	163,665	192,298	259,349

**October 2013 vs. October 2014 down -7%  
YTD Up 0.21%**

<b>Freight</b>	<u>July</u>	<u>Aug</u>	<u>SEP</u>	<u>OCT</u>	<u>Total</u>	<u>% Change</u>
<b>FY 2011</b>	346,413.00	326,203.00	214,369.00	159,724.00	1,046,709.00	
<b>FY 2012</b>	318,119.00	240,682.00	170,392.00	152,629.00	881,822.00	-15.75%
<b>FY 2013</b>	333,381.00	347,503.00	219,192.00	173,335.00	1,073,411.00	21.73%
<b>FY 2014</b>	307,645.00	311,070.00	197,415.00	170,008.00	986,138.00	-8.13%
<b>FY 2015</b>	340,810.00	296,751.00	193,221.00	157,439.00	988,221.00	0.21%





## **October Noise Complaint Summary:**

### **October 2014 – 12 Noise Complaints**

4 complaints were received from 4 different residents regarding aircraft operating outside of designated noise abatement corridors:

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

3 complaints were received from 2 different residents regarding IFR flights.

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

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

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

---

Excepting the 2 complaints from a banned caller, verbal or written follow up was accomplished in 9 out of the remaining 10 complaints (90%).

## Noah Karberg

---

**From:** Noah Karberg <nkarberg@nantucketairport.com>  
**Sent:** Friday, November 21, 2014 10:10 AM  
**To:** 'ddrake@ackquack.com'; arthurg3@comcast.net  
**Cc:** Tom Rafter (trafter@nantucketairport.com); Janine Torres (jtorres@nantucketairport.com)  
**Subject:** EE subcommittee language  
**Attachments:** Notice\_to\_Airmen\_2012-1.pdf

Dan, Arthur:

One of the outputs of the 10/31/14 EE subcommittee was a recommendation to circulate up to the full commission a change in language on the 2012 NOTAM version we circulate to pilots, operating companies, etc. The 2012 version is attached.

We discussed the existing single engine exemption language, its use, and application to clarifying the Airports goal of discouraging any and all over land flights. It was my opinion, which was shared by the subcommittee, that existing language is unclear as to Airport policy and preferred voluntary noise abatement operations.

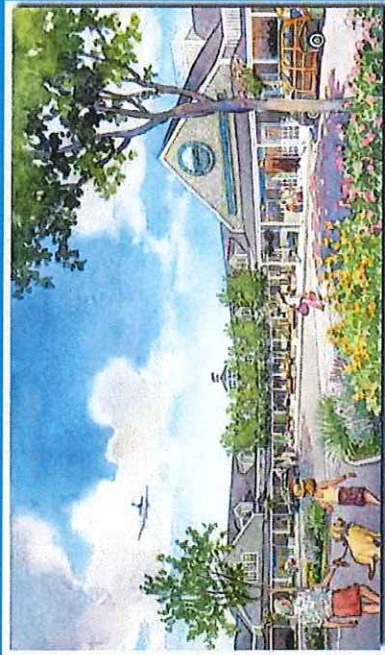
Draft statements to replace the single engine exemption (yellow text block, page 2), and reissue as a 2015 version NOTAM:

1. "Nantucket Memorial Airport promotes voluntary offshore route compliance for all aircraft operations"
2. "The Airport appreciates the cooperation of all pilots, regardless of aircraft type, in adhering to the offshore noise corridors"
3. "The Airport encourages voluntary compliance for all aircraft operations"

I will work with Jacobs or another Graphic designer to update the NOTAM with the Commission's adopted language for the beginning of CY 2015. I think this is an important aspect for the Commission to review, as the existence/non-existence of this language has important implications on the landing fee incentive policy for existing and potential future growth of single engine air taxi and charter aircraft, and community expectations.

My recommendation is that I adopt #3, and update the 2012 NOTAM to take effect Jan 1 2015.

Noah



## Nantucket Memorial Airport 14 Airport Road Nantucket Island, Massachusetts 02554

### NOISE ABATEMENT LETTER TO AIRMEN NO. 2012-1

Subject: Voluntary Noise Abatement Arrival and Departure Procedures

Effective: 1 JULY 2012

Replaces: Noise Abatement Letter to Airmen No. 2005-1

### Nantucket is a noise sensitive area.

The Nantucket Airport Commission conducted a FAR Part 150 Noise Abatement and Land Use Compatibility Study with the support of the FAA. The procedures described in this letter were developed as part of the study, are updated annually, and are being used to reduce the impact of airport operations on the Island of Nantucket.

**Please do your best to support this effort.**

*Thomas Rafter*

Thomas Rafter, A.A.E.  
Airport Manager



# Nantucket Memorial Airport



## VOLUNTARY PROCEDURES

(for various runway configurations)

**Nantucket ATIS Frequency 127.5**

Additional details available at: [www.NantucketAirport.com/noise.htm](http://www.NantucketAirport.com/noise.htm)

### Landing runway 24 / 30 - Departing runway 24

Arrive 24 using 3rd Point for right base to runway 24, unless tower assigns alternate route.  
Arrive 30 using offshore route around eastern side of Island (**1 mile offshore**) for right base to runway 30.

Single Engine aircraft expect routing from Water Tower at 2000' altitude for right downwind to runway 30.

Depart using offshore route (**1 mile offshore**) to Smith's Point, avoid overflying Island.

### Landing runway 24 - Departing runway 15

Arrive using 3rd Point for right base to runway 24, unless tower assigns alternate route.  
Depart left traffic overwater around eastern side of Island (**1 mile offshore**).

### Landing runway 06 / 33 - Departing runway 06

Arrive 06 overwater via Smith's Point (**1 mile offshore**) for left base to runway 06.

Arrive 33 using offshore route around eastern side of Island (**1 mile offshore**) for right base to runway 33.

Depart 06 over Folger's Marsh and 3rd Point.

### Landing runway 06 - Departing runway 15

Arrive overwater via Smith's Point (**1 mile offshore**) for left base to runway 06.

Depart left traffic overwater around eastern side of Island (**1 mile offshore**).

### Landing runway 33 - Departing runway 24

Arrive using offshore route around eastern side of Island (**1 mile offshore**) for right base to runway 33.

Depart using offshore route (**1 mile offshore**) to Smith's Point, avoid overflying Island.

### Landing runway 33 - Departing runway 06

Arrive using offshore route around eastern side of Island (**1 mile offshore**) for right base to runway 33.

Depart over Folger's Marsh and 3rd Point.

### Landing runway 33 - Departing runway 33

Arrive over 3rd Point for right downwind or overwater around Smith's Point (**1 mile offshore**) for left base.

Depart over 1st Point.



# GENERAL AVIATION / AIRLINE CORRIDORS

Voluntary Compliance During VFR Conditions

CAPE APPROACH  
126.1

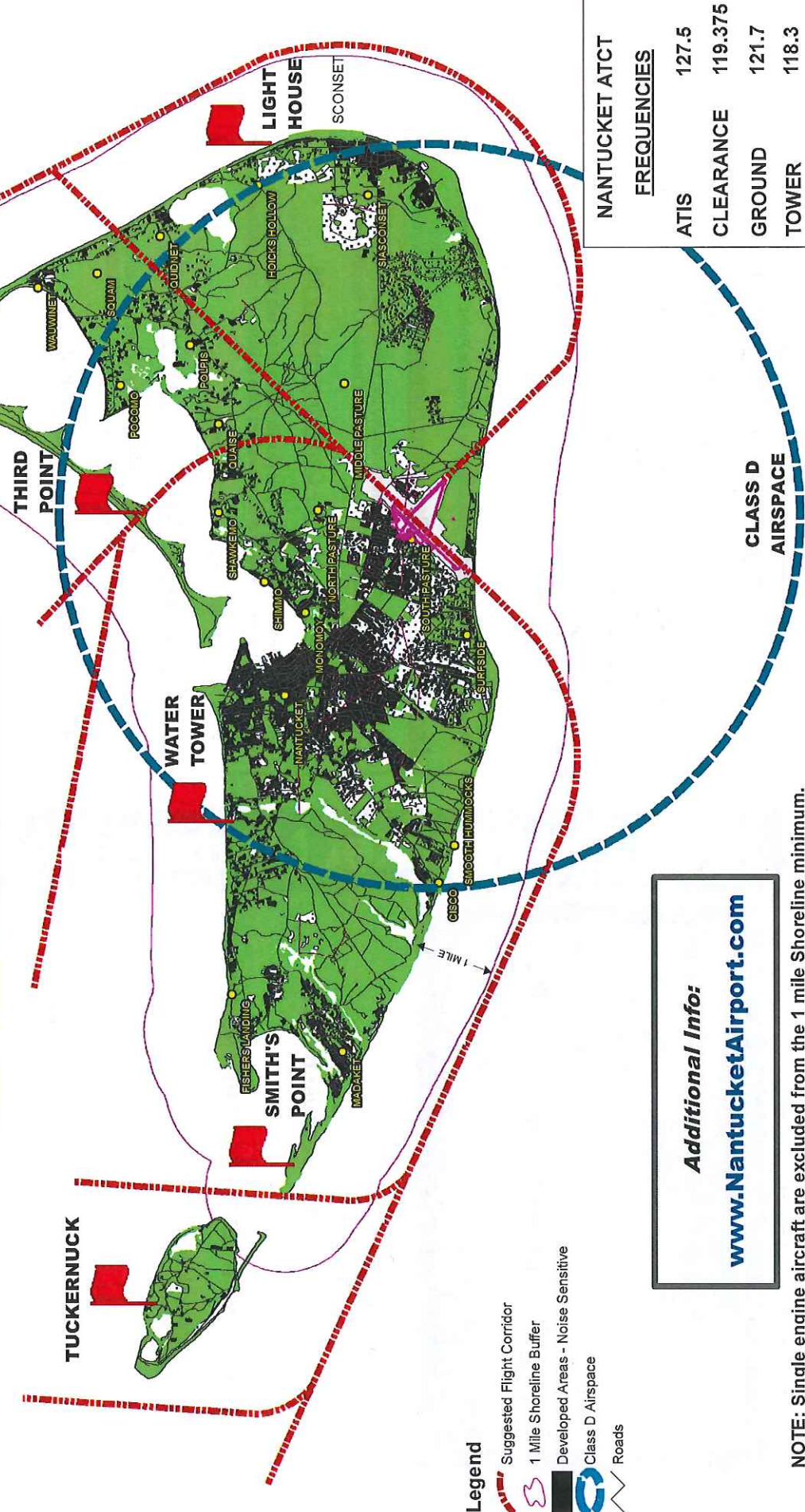
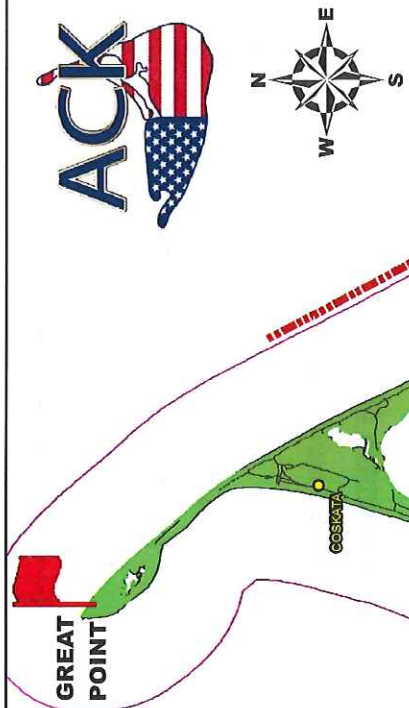
VFR ADVISORY CODES

**SINGLE ENGINE**  
(130 KNOTS OR LESS)

PLAN TO OVERFLY ISLAND:

STAY HIGH (2,000+ MSL) & REDUCE POWER

EXPECT L/R DOWNWIND LANDING RW 30 OR 33  
WHEN X-WINDS ARE 12 KNOTS OR LESS



## Legend

- Suggested Flight Corridor
- 1 Mile Shoreline Buffer
- Developed Areas - Noise Sensitive
- Class D Airspace
- Roads

NANTUCKET ATCT FREQUENCIES	
ATIS	127.5
CLEARANCE	119.375
GROUND	121.7
TOWER	118.3

**Additional Info:**

[www.NantucketAirport.com](http://www.NantucketAirport.com)

NOTE: Single engine aircraft are excluded from the 1 mile Shoreline minimum.