

# NANTUCKET MEMORIAL AIRPORT COMMISSION

**March 10, 2015**  
**Agenda**

1. Review and Approve:
  - a. Agenda
  - b. 2/24/15 Minutes - Pending
  - c. 3/11/25 Warrant
2. Public Comment
3. Pending Leases/Contracts as Set Forth on Exhibit 1, which Exhibit is Herein Incorporated by Reference
4. Pending Matters
  - a. **042214-2** Formerly Used Defense Site (FUDS) Status
  - b. **011315-2** General Fund Repayment Proposal
5. **031015-1** Review and Discuss Draft Airline Incentive Plan
6. **031015-2** Review and Discuss Draft 2015 Rates & Charges
7. **031015-3** Review 2015 ATM Articles
8. Atlantic Aeolus Lease Amendment Requests
  - a. **031015-4** Request for Sub-Lessee
  - b. **031015-5** Request for additional 15,082 sq. ft.
9. **022613-2** Master Plan and Sustainability Program Update
  - a. **022415-1** Review & Possible Approval of Airport Layout Plan (ALP)
10. GA/Admin Building Update
11. Manager's Report
  - a. Other Project Updates
  - b. RFP/Bid Status
  - c. Operations Update
  - d. Chamber of Commerce Business after Hours – May 7, 2015 (5:30 – 7:30)
  - e. Hiring Report
12. Sub-Committee – Reports
13. Commissioner's Comments
14. Public Comment
15. Executive Session – G.L. c.30A, §21
  - a. Review ES minutes of 8/28/12, 9/18/12, 12/4/12, 12/11/12, 2/26/13, 4/23/13, 5/28/13, 8/27/13, 9/10/13, 9/24/13, 10/8/13, 10/22/13, 11/12/13, 12/10/13, 1/14/14, 2/25/14, 3/11/14, 3/25/14, 4/22/14, 6/24/14, 7/15/14, 8/12/14, 9/9/14, 10/14/14, 11/25/14, 12/9/14 and 1/13/15 for possible release; and 2/24/15 for review and possible release; and
  - b. Clause 3 and 6: To consider the purchase, exchange, lease or value of real property and to discuss pending litigation to Gatto v. Town. The Chair has determined that an open session may have a detrimental effect on the negotiating and/or litigation position of the Airport Commission.



# Warrant 03/11/2015

Please Sign and Date



3/3/12

Daniel Drake

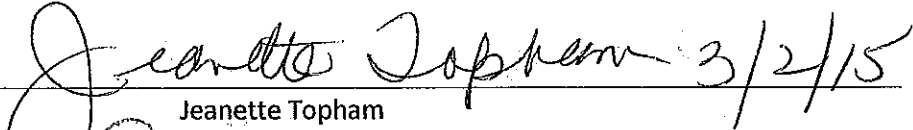


3/3/15

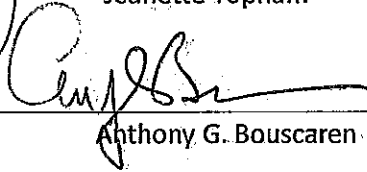
Arthur Gasbarro



Andrea Planzer



Jeanette Topham



3/3/15

Anthony G. Bouscaren

Batch# <u>3388</u>	Total <sup>\$</sup> <u>84318.55</u>	Batch Date <u>2-25-15</u>	Initial <u>SOT/PPA6a</u>
Batch# <u>3389</u>	Total <sup>\$</sup> <u>22846.25</u>	Batch Date <u>2-25-15</u>	Initial <u>JDT/PPA6a</u>
Batch# <u>3395</u>	Total <sup>\$</sup> <u>11,005.41</u>	Batch Date <u>2-26-15</u>	Initial <u>JDT/PPA6a</u>
Batch# <u>3400</u>	Total <sup>\$</sup> <u>97,043.96</u>	Batch Date <u>2-27-15</u>	Initial <u>JDT/PPA6a</u>
Batch# _____	Total _____	Batch Date _____	Initial _____
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EXHIBIT 1  
PENDING LEASES/CONTRACTS/AGREEMENTS  
March 10, 2015

Type of Agreement/Description	With	Amount	Other Information	Source of Funding
Catering Agreement	Taste of Nantucket	(\$1,500)	Business Fee Plus 25% Catering Fee Annual Agreement Expires 12/31/2015	Income
Beach License Agreement	Ack Surf School	(\$1,500)	Business Fee Expires 6/30/15	Income
Contract	Lakes Region Environmental	\$373	Additional Parts Ordered for Fuel Farm Not Covered Under Previous Contract which expired before it could be amended	Operating
Contract	Jacobs Engineering	\$260,373	Professional Engineering Services AIP Project "Reconstruct Portion of North Ramp"	Capital
Contract Amendment	Kobo Utility Construction Corp	N/A	AIP Project "Security Upgrades" To extend expiration date	Capital

Pending as of meeting posting date.

## CATERING LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated the 1st day of January, 2015 by and between the Nantucket Airport Commission, with a principal place of business at 14 Airport Road, Nantucket, MA 02554, (hereinafter "Licensor") and A Taste of Nantucket, with its principal address at 19 Boynton Lane, Nantucket, MA 02554 (hereinafter "Licensee").

A. The Licensor is the owner of record of a certain parcel of land located at 14 Airport Road, Nantucket Massachusetts, hereafter referred to as the "FBO".

B. The Licensor desires to grant a license in accordance with the terms hereof;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and the payment of which is hereby acknowledged, the parties hereby enter into a license agreement upon the terms and conditions set forth herein.

1. Grant of License. The Licensor hereby grants to Licensee a license to enter upon the premises of the FBO for the purpose of providing catering services to the FBO subject to the following specified terms and conditions. The terms of this License are not to be construed as a grant of the exclusive use of the FBO to the Licensee.

2. Term. The term of this License shall commence on January 1, 2015, and shall terminate on December 31, 2015 unless earlier terminated as set forth in Section 12, below. An extension or renewal of the term and conditions of this License, by an amendment to same, may be granted by the Licensor at its sole discretion.

3. Permitted Use. The rights of this License shall be exercised by the Licensee solely for the purpose of conducting catering through the FBO, including any additional activities as approved in writing by the Airport Commission.

4. License Fees. In consideration for the use of this License, the Licensee agrees to pay the Licensor the following annual business license fee of \$1,500 prior to exercising this license and, thereafter, before the first of January in each subsequent year.

5. Collection of Catering Charges and Airport Catering Fees. The charges to a customer for catering at the airport include the Licensee's charges for its services ("Catering Charges") and an additional catering fee ("Airport Catering Fee") equal to 25% of the Catering Charge imposed by the Licensor. The parties agree that, with respect to any catering job, the Licensee will forward its invoice for the Catering Charges to Licensor which will be responsible for billing the customer for both Catering Charges and Airport Catering Fee and use its reasonable best efforts to collect the same from the customer. The Licensor will promptly forward payments of Catering Charges to Licensee promptly upon receipt thereof and shall not be responsible the failure to collect any such amounts.

6. Conduct.

a. Entry and use under this License by the Licensee and its contractors, agents, representatives, employees, assignees and invitees, shall, at all times, be subject to oversight by duly designated representatives of the Licensor who shall supervise Licensee's compliance with the terms hereof.

b. During the exercise of rights hereby granted, Licensee shall at all times conduct itself so as not to interfere with operation of the Licensor within the FBO or Licensor's property adjacent to the land.

c. Licensee shall observe and obey directives from the authorized representative of the Licensor, as well as all other applicable laws, statutes, ordinances, regulations and permitting or license requirements.

d. The Licensee, its contractors, agents and/or representatives shall provide and maintain an emergency contact person and telephone number with the Licensor's representative during the term hereof.

7. Licensor Rights Reserved. Licensor reserves for itself the following rights, which Licensee agrees to observe and Licensee agrees that the same may be exercised by Licensor and that any such exercise of said rights shall not be deemed to effect an eviction or to render Licensor liable for damages by abatement of the license fee or otherwise to relieve Licensee from any of its obligations.

a. To adopt from time to time rules and regulations not inconsistent with terms of this License for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom Licensee agrees to comply.

b. To enter upon any premises and facilities of the Licensee upon reasonable advance notice for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the Licensor. Licensor in such case is to use its best efforts to avoid disruption of Licensee's operation.

8. APPROVALS AND PERMITS. All local licenses and permits are the responsibility of the licensee. A copy is to be provided to the Airport Manager's office and kept on file. The obligations of the Licensee are conditional upon his obtaining and holding all said approvals, permits and licenses necessary for the operation of a restaurant/catering business, from all agencies, boards and officers having jurisdiction over the same.

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

Additional insured:

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

Indemnification. Licensee shall indemnify and hold harmless the Licensor, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of the Licensee but not limited to those for death, for bodily injuries, or for property damage arising out of the acts or omissions of the Licensee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons using Licensee's premises or otherwise arising out of any acts or omissions of the Licensee's employees, members, agents, and representatives, with the exception of Town of Nantucket/Nantucket Memorial Airport's gross negligence or willful misconduct.

Liability Insurance. The Licensee shall maintain, with respect to the Airport premises, comprehensive public liability insurance, in the amount of \$1,000,000, with property damage insurance in limits of \$500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the Licensee as well as Licensor against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

Worker's Compensation Insurance. The Licensee shall maintain and keep in force Workers' Compensation Insurance, which is recognized by the Commonwealth of Massachusetts.

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

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

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

c. The Licensor retains the continuing right in the subject property to prevent the erection or growth of any building, structure, tree, or other objects extending in to the airspace (10 feet above ground level) and to remove from said airspace, at the Licensee's expense or at the sole option of the Licensee,

as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other object now upon, or which in the future may be upon the property together with the right of ingress to, passage over, and egress from Licensee's property for the above purposes. Exceptions to the ten foot height limitation will be reviewed individually upon written submission by Licensee.

d. The Licensee for themselves, their heirs, personal representatives, successors in interest and assigns do hereby agree that if any services or activities are to be offered, performed or conducted upon the Land that:

In the exercise of the rights and privileges granted for the furnishing of services to the public, Licensee will:

(1) furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that the Licensee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

e. 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.

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

g. The Licensee for themselves, their personal representatives, successors in interest, and assigns as a part of the consideration hereof, do hereby covenant and agree as a covenant running with the land that:

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

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

(3) that the Licensee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR PART 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

11. Independent Contractor. It is agreed that Licensee is an independent contractor hereunder and not an agent or employee of Licensor with respect to its acts or omissions.

12. Breach of Covenants. In the event of breach of any of the above covenants, the Nantucket Memorial Airport shall have the right to terminate the license and to exclude the Licensee from the said premises and the facilities thereon as if said license had never been made or issued.

13. Assignment. This License is not transferable and no privilege contained herein may be sublet or assigned to any other person or organization without the express written consent of the Licensor.

IN WITNESS HEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument the day and year first written above.

**A Taste of Nantucket**  
(LICENSEE)  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

**Nantucket Memorial Airport Commission**  
(LICENSOR)  
By: 2/17/2015  
\_\_\_\_\_  
\_\_\_\_\_

RECEIVED  
FEB 23 2015  
BY: \_\_\_\_\_



# LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated the \_\_\_\_ day of \_\_\_\_\_ by and between the Nantucket Airport Commission, with a principal place of business at 14 Airport Road, Nantucket, MA 02554 and ACK Surf School, LLC, with its principal address at c/o 4 Millbrook Road, Nantucket, MA 02554.

A. The Licensors is the owner of record of a certain parcel of land located at Nobadeer Beach, Nantucket Massachusetts, (hereafter referred to as the "Land") and more particularly described in Exhibit A attached hereto. The Land is held for Airport purposes, and is now unoccupied.

B. The Licensors desires to grant a non-exclusive license in accordance with the terms hereof;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and the payment of which is hereby acknowledged, the parties hereby enter into a license agreement upon the terms and conditions set forth herein.

1. Grant of License. The Licensors hereby grants to Licensee a non-exclusive license to enter upon and use the Land subject to the following specified terms and conditions. The terms of this License are not to be construed as a grant of the exclusive use of the Land to the Licensee.

2. Term. The term of this License shall commence on June 1, 2015, and shall terminate on September 30, 2015 unless earlier terminated as set forth in Section 12, below. An extension or renewal of the term and conditions of this License, by an amendment to same, may be granted by the Licensors at its sole discretion.

3. Permitted Use. The rights of this License shall be exercised by the Licensee solely for the purpose of conducting a mobile surf school upon the land, including any additional activities as approved in writing by the Airport Commission. Vehicles may use the worn vehicle paths and are prohibited from the sand dunes.

4. License Fees. In consideration for the use of this License, the Licensee agrees to pay the Licensors the following annual business license fee of \$1,500, prior to exercising this license.

5. Conduct.

a. Entry and use under this License by the Licensee and its contractors, agents, representatives, employees, assignees and invitees, shall, at all times, be subject to review and control by duly designated representatives of the Licensors.

b. During the exercise of rights hereby granted, Licensee shall at all times conduct itself so as not to interfere with operation of the Licensors within the Land or Licensors's property adjacent to the land.

c. The Licensor shall have the right, at all reasonable times, to enter onto and inspect the Land and to make such improvements or repairs as it reasonably deems necessary.

d. Licensee shall observe and obey directives from the authorized representative of the Licensor, as well as all other applicable laws, statutes, ordinances, regulations and permitting or license requirements.

e. The Licensee, its contractors, agents and/or representatives shall provide and maintain an emergency contact person and telephone number with the Licensor's representative during the term hereof.

f. The Licensee shall be responsible for the upkeep and maintenance of the Licensed Premises. Such maintenance shall include, but not be limited to, the removal of debris from areas frequented by the Licensee and Licensee's patrons. The Town will continue to empty the Town trash barrels.

6. Limited Use of Space. The space shall be used and occupied by Licensee solely for its intended use stated above. The space may not be used for any other purpose. No other commercial activity of any kind whatsoever shall be conducted by Licensee in, from, or around the space without written consent of the Licensor. The Licensee agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the Licensor.

7. Licensor Rights Reserved. Licensor reserves for itself the following rights, which Licensee agrees to observe, and Licensee agrees that the same may be exercised by Licensor and that any such exercise of said rights shall not be deemed to effect an eviction or to render Licensor liable for damages by abatement of the license fee or otherwise to relieve Licensee from any of its obligations.

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

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

8. APPROVALS AND PERMITS. All local licenses and permits are the responsibility of the licensee. A copy is to be provided to the Airport Manager's office and kept on file. The obligations of the Licensee are conditional upon his obtaining and holding all said approvals, permits and licenses necessary for the operation of a mobile food concession, from all agencies, boards and officers having jurisdiction over the same.

9. **INSURANCE: THE LICENSEE SHALL DEPOSIT WITH THE LICENSOR CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH**

**POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE MATERIALLY CHANGED, ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.**

Additional insured:

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

Indemnification. Licensee shall indemnify and hold harmless the Licensor, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of the Licensee but not limited to those for death, for bodily injuries, or for property damage arising out of the acts or omissions of the Licensee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons using Licensee's premises or otherwise arising out of any acts or omissions of the Licensee's employees, members, agents, and representatives, with the exception of Town of Nantucket/Nantucket Memorial Airport's gross negligence or willful misconduct.

Liability Insurance. The Licensee shall maintain, with respect to the leased premises, comprehensive public liability insurance, in the amount of \$1,000,000, with property damage insurance in limits of \$500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the Licensee as well as Licensor against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

Worker's Compensation Insurance. The Licensee shall maintain and keep in force Workers' Compensation Insurance, which is recognized by the Commonwealth of Massachusetts.

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

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

b. The Licensee expressly agrees for itself, its successors and assigns to prevent the use of the premises for purposes which will create or result in hazards to flight such as, but not limited to, purposes which will (a) produce electrical interference with radio communications, (b) make it difficult for

pilots to distinguish between airport lights and others, (c) project glare in the eyes of the pilots, (d) impair visibility in the vicinity of the airport, or (3) otherwise endanger the landing, take-off or maneuvering of aircraft.

c. The Licensor retains the continuing right in the subject property to prevent the erection or growth of any building, structure, tree, or other objects extending in to the airspace (10 feet above ground level) and to remove from said airspace, at the Licensee's expense or at the sole option of the Licensee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other object now upon, or which in the future may be upon the property together with the right of ingress to, passage over, and egress from Licensee's property for the above purposes. Exceptions to the ten foot height limitation will be reviewed individually upon written submission by Licensee.

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

e. The Licensee for themselves, their heirs, personal representatives, successors in interest and assigns do hereby agree that if any services or activities are to be offered, performed or conducted upon the Land that:

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

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

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

g. The Licensee for themselves, their heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, do hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed

pursuant to 49 CFR, PART 21, Nondiscrimination in Federally assisted Programs of the Department of Transportation, and as said Regulations may be amended.

h. The Licensee for themselves, their personal representatives, successors in interest, and assigns as a part of the consideration hereof, do hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and in the furnishing of services thereon, no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Licensee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR PART 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

11. Independent Contractor. It is agreed that Licensee is an independent contractor hereunder and not an agent or employee of Licensor with respect to its acts or omissions.

12. Breach of Covenants. That in the event of breach of any of the above covenants, the Nantucket Memorial Airport shall have the right to terminate the license and to re-enter and repossess said premises and the facilities thereon, and hold the same as if said license had never been made or issued.

13. Assignment. This License is not transferable and no privilege contained herein may be sublet or assigned to any other person or organization without the express written consent of the Licensor.

IN WITNESS HEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument the day and year first written above.

\_\_\_\_\_  
(LICENSEE)

Nantucket Memorial Airport Commission  
(LICENSOR)

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

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

\_\_\_\_\_  
Date

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



**AGREEMENT BETWEEN  
THE TOWN OF NANTUCKET  
NANTUCKET MEMORIAL AIRPORT  
AND**



**LAKES REGION ENVIRONMENTAL CONTRACTORS INC.**

This AGREEMENT, effective the \_\_\_\_\_, 2015, made by and between the TOWN OF NANTUCKET, acting by and through its Airport Commission, (hereinafter, the "AIRPORT") and Lakes Region Environmental Contractors Inc., PO Box 1236, Belmont, NH 03220 (hereinafter, the "CONTRACTOR").

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

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

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

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

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

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

4. The AIRPORT will pay the CONTRACTOR compensation in the amount of \$373.65 as payment in full for the Services. This agreement may be subject to budgetary limits and, in such case, the AIRPORT shall not be obligated to pay the CONTRACTOR any amount of fees or expense in excess of \$373.65 without the express prior written approval of the Airport Commission.

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

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

IN WITNESS THEREOF:

LAKES REGION ENVIRONMENTAL, INC

NANTUCKET MEMORIAL AIRPORT COMMISSION:

  
\_\_\_\_\_  
Print name: John J. Paradise

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

Title: President

Date: 2/18/15

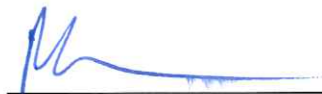
\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

FEIN/SSN: 02-0463030

Department Org./Obj. Code: 65482-52424

As to the Availability of Funds:

  
\_\_\_\_\_

## EXHIBIT A

1. Description of Services:  
Supply Fuel Farm Parts:
  - Two (2) Rexnord Elements E3
  - One (1) Rexnord Element E4
2. Other payment terms: 100% payment upon completion of work, submission of CONTRACTOR'S invoice and approval of invoice by the AIRPORT.
3. Insurance Required (if any): None



EXHIBIT B

TAX COMPLIANCE CERTIFICATION

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

02-0463030

\_\_\_\_\_  
Federal Employer Identification Number



\_\_\_\_\_  
Print: John J. Landise, President

LAKES REGION ENVIRONMENTAL INC

\_\_\_\_\_  
Date: 2/18/15

**RECEIVED**  
**FEB 23 2015**  
BY: \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL  
ENGINEERING SERVICES  
BETWEEN  
THE TOWN OF NANTUCKET, MASSACHUSETTS  
AND  
JACOBS ENGINEERING GROUP INC.  
FOR  
RECONSTRUCT A PORTION OF THE COMMERCIAL NORTH RAMP  
(APPROXIMATELY 430 FT. X 300 FT)**

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

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

1. Scope of Work

The ENGINEER shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the RECONSTRUCT A PORTION OF THE COMMERCIAL NORTH RAMP (APPROXIMATELY 430 FT. X 300 FT) in accordance with the Scope of Services set forth in Exhibit A ("The Work" or "work").

2. Contract Price

The TOWN shall pay the ENGINEER for the performance of this Agreement, subject to any additions and deductions provided for herein, in current funds, the sum of \$ **260,373**. The contract is funded as follows: 90% (\$234,335.70) by the Federal Aviation Administration ("FAA"); 5% (\$13,018.65) by the Massachusetts Department of Transportation Aeronautics Division (MassDOT) under the Federal AIP; and 5% (\$13,018.65) by the TOWN of Nantucket. The breakdown of fees is shown in more detail in the attached articles A, B, C, D, E, and F.

3. Commencement and Completion of Work

- A. The ENGINEER shall commence and prosecute the work under this Agreement upon execution by both parties.
- B. Progress and Completion: ENGINEER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion within the stipulated number of calendar days.

4. Performance of the Work

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

B. Responsibility for the Work:

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

the Agreement, or by inspections, tests or approvals required or performed by persons other than the ENGINEER.

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

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

D. Notices, Compliance With Laws:

- (1) The ENGINEER shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority relating to the performance of the Work. The ENGINEER shall provide the TOWN with reproductions of all permits, licenses and receipts for any fees paid.
- (2) If the ENGINEER observes that any of the TOWN's design schemes, outlines or goals are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the TOWN in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) In the performance of the Work, the ENGINEER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Contractor's Investigation

The TOWN shall furnish to the ENGINEER available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of the ENGINEER and is not guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or

other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the ENGINEER must satisfy himself as to the correctness of such information. If, in the opinion of the ENGINEER, such information is inadequate, the ENGINEER may request the TOWN's approval to verify such information through the use of consultants or additional exploration. In no case shall the ENGINEER commence such work without the TOWN's prior written consent. Such work shall be compensated as agreed upon by TOWN and ENGINEER.

6. Payments to the Contractor

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

7. Reimbursement

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

8. Final Payment, Effect

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

9. Terms Required By Law

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

10. Indemnification

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

11. Insurance

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

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence

(or combined single limit) \$1,000,000 per occurrence

Automobile Liability

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

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

Since its insurance is normally written on a year-to-year basis, the ENGINEER shall notify the TOWN should coverage become unavailable.

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

12. Notice

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

13. Termination

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

B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the ENGINEER. Upon receipt of a notice of termination, the ENGINEER shall cease to incur additional expenses in connection with the Agreement. The ENGINEER shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the TOWN. Such payment shall not exceed the fair value of the services provided hereunder.

14. Miscellaneous

A. Royalties and Patents: The ENGINEER shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the TOWN harmless from loss on account thereof, except that the shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified by the TOWN; but if the ENGINEER believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the TOWN, and thereafter the TOWN insists on the use of the design, process or product specified.

B. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.

C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

D. Independent Contractor: The parties acknowledge that the ENGINEER is acting as an independent contractor for all work and services rendered pursuant to this Agreement and that it shall not be considered an employee or agent of the TOWN for any purpose.

E. Complete Agreement: This Agreement contains a complete statement of the undertakings between the parties with respect to the matter set forth herein. This Agreement cannot be changed or terminated, and this Agreement supersedes all



prior agreements and undertakings, both oral and written, between the parties. There are no representations not set forth in this Agreement which have been relied upon by either party.

- F. Severability: If any portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provision shall nevertheless remain in full force and effect. This Agreement has been negotiated by the parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against any party.
- G. No Waiver: No waiver of any breach of any provision of this Agreement by either party hereto shall constitute a waiver of the Agreement. The failure of a party to enforce, at any time or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

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

- A. Compliance with Regulations. The ENGINEER shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation "DOT" Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time hereinafter referred to as the Regulations, which are herein incorporated by reference and made a part of this Agreement.
- B. Nondiscrimination. The ENGINEER, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontracts. In all solicitations by competitive bidding or negotiation made by the ENGINEER for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the ENGINEER of the ENGINEER's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The ENGINEER shall provide all information and reports required by the Regulations, directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the TOWN, the FAA, or the Massachusetts Department of Transportation Aeronautics Division to be pertinent to ascertain

- compliance with such Regulations, orders and instructions. Where any information required of a ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the TOWN, the FAA, or the Massachusetts Department of Transportation Aeronautics Division as appropriate, and shall set forth what efforts it has made to obtain the information.
- E.
- F. Sanctions for Noncompliance. In the event of the ENGINEER's noncompliance with the nondiscrimination provisions of this Agreement, the TOWN shall impose such contract sanction as are appropriate, including but not limited to:
- (1) withholding of payments to the ENGINEER under the contract until the contractor complies, and/or
  - (2) cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. The contractor shall include the provisions of paragraphs "a" through "e" in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The ENGINEER shall take such action with respect to any subcontract or procurement as the TOWN, the FAA, or the Massachusetts Department of Transportation Aeronautics Division may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event an ENGINEER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the ENGINEER may request the TOWN to enter into such litigation to protect the interests of the TOWN and/or the interests of the United States and the Commonwealth of Massachusetts.
- G. 49 CFR Part 26. The contractor, sub-recipient or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- H. DBE Obligation. The ENGINEER agrees to ensure that minority and women business enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

## CERTIFICATION OF ENGINEER – FAA

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

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

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



David M. Chamberlain  
Operations Manager



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

The Massachusetts Department of Transportation Aeronautics Division, this \_\_\_\_\_ day of \_\_\_\_\_, 2015, hereby approves this Contract between the Town of Nantucket acting by and through its Nantucket Airport Commission and Jacobs Engineering Group, Inc., in the amount of \$260,373 for consultant services in connection with:

**“RECONSTRUCT A PORTION OF THE COMMERCIAL NORTH RAMP  
(APPROXIMATELY 430 FT. X 300 FT)”**

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

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

**Exhibit A – Scope of Work (12/2/14) Rev 1 (12/23/14)**

**Nantucket Memorial Airport  
Nantucket, Massachusetts**

**Reconstruct a Portion of the Commercial North Ramp (Approximately 430 ft. x 300 ft)  
AIP 3-25-0033-61(assumed)-2015**

**History**

This area of the commercial north ramp is made up of two sections of pavement. The first section was last reconstructed under an FAA ADAP project (ADAP 07 in 1982) while the other section was originally constructed under an FAA AIP project (AIP 15 in 1993). Both areas of apron pavement were originally designed for lighter single and twin aircraft loads whereas today is used by much heavier commercial jet aircraft such as Jet Blue's E-190. The pavement has not only exceeded its pavement life but is in need of a stronger pavement section to handle today's use.

This proposed project to reconstruct this area of the north ramp is to not only restore a new pavement life but also strengthen loading to better serve today's needs.



This contract will cover data collection, design, advertisement, general administration, and construction phase services, such as construction administration and resident engineering.

### Assumptions/Design Parameters

1. This project is eligible for AIP funding
2. Jacobs Engineering Group Inc. will develop full set of plans, specifications, and construction cost estimates at 90% and 100% design levels
3. **No** environmental permitting is required; this project will reconstruct apron pavement within the same footprint that is there today. The project will go through a "categorically excluded" check-list process.
4. FAA Form 7460 forms will be filed.
5. MASS DOT Aeronautics airspace forms will be filed.
6. A pavement design report is required.
7. The Exhibit "A" will not be updated under this project
8. The design aircraft group (ADG) for this project will be determined as part of the pavement design report but will be close to the former terminology of the aircraft design group "C-III"
9. The ALP will not be updated under this project
10. The design will be in accordance with the most current FAA-AIP Advisory Circular listing dated March 24, 2014 (or latest edition).
11. The Master Sign & Marking Plan will be not be updated.
12. It is assumed efforts for the FAA approach analysis including aerial and ground survey. Advisory Circular 150/5300-16A "General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey; 150/5300-17B "General Guidance and Specifications for Aeronautical Survey Airport Imaginary Acquisition and Submission to the National Geodetic Survey; and 150/5300-18B "General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards will be **NOT** be followed as this is an apron project (non-critical).
13. Assume an FAA SMS is not required for this project due to the nature of the scope.
14. *Relocation of existing wooden hangars is not part of this scope of work.*

### ARTICLE A – DATA COLLECTION

1. Perform a detailed topographic survey of the **entire** apron area. The survey will consist of the following:
  - a) A 25-foot grid for the apron. The attached drawing shows the approximate limits of survey.
  - b) Survey shots taken on pavement will have an accuracy of 0.01' and those on turf shall be 0.1'.
  - c) Grade breaks within the grid will be surveyed.
  - d) All major site features (i.e. structures, manholes, drainage structures, swales/ditches, concrete duct markers, lights, foundations, etc.) will be located. Ground elevation and top of feature elevation will be shot.

- e) The size, location, slope and invert elevation of drop inlets and manholes will be determined.
  - f) One baseline will be established for use during construction.
  - g) Survey information will be provided in AutoCAD Civil 3D 2014 format. Survey information will be separated onto multiple layers (i.e. drainage, marking, building, major site features, contour, elevation, point, description, etc.). Benchmarks will be located within the survey grid. All pertinent surface files and a drawing file (fully contoured) containing all of the survey data, including the point files shall be provided. An ASCII Comma Delineated Point File will be provided (number, northing, easting, elevation, and description).
2. Research record drawings for underground utilities. (i.e. geothermal pipes and wells, electric). It is assumed record drawing information will be collected from a combination of the airport's files as well as electronic and/or hard copies on file at Jacobs.
  3. Subsurface investigation
    - a) Perform pavement test borings to a depth of 10' in depth in all areas where an apron pavement is to be reconstructed. These test borings will be taken at a rate of one (1) boring per 10,000 square feet of pavement.
    - b) Soil borings to a depth of 10 feet will be obtained in all areas of existing grass. Two (2) soil borings are assumed.
  4. Provide full time inspection during subsurface investigations and topographic survey (assume eight (8) days).

Services for Article A will be provided under a lump sum basis.

## **ARTICLE B – DESIGN (DRAWINGS AND SPECIFICATIONS)**

Based on the information collected under Article A, the 90% and 100% design documents will be developed for all elements identified in this scope of work.

1. Develop technical specifications. (i.e. *FAA specifications: P-152, P-154, P-209, P-401, P-602, P-603, P-610, P-620, P-626, D-751, D-701, L-108, L-110, L-125, T-901*)
2. Develop contract document/front-end specifications. (i.e. *Notice to Bidders, Invitation to Bidders, Instruction to Bidders, Bid Proposal, Contract, Contract Articles, General Specifications*)
3. Develop a detailed construction schedule for use in determining construction phasing and duration.
4. Prepare for and attend one (1) meeting at the Airport to discuss proposed aircraft apron construction logistics (e.g. working within TSA controlled ramp).



5. Prepare for and attend two (2) meetings at the Airport to discuss construction phasing with Airport and Tower Staff.
6. Prepare and submit the pavement design in accordance with FAA Advisory Circular AC 150/5320-6E. The pavement design will include the completed FAA Form 5100-1. A full report will be completed and submitted to FAA, the State, and ACK.
7. Develop detailed construction quantities and cost estimate at the 90%, 100%, and As-Advertised design levels.
8. Attend one (1) design review meetings with Airport Staff (Commissioner's; Airport Manager).
9. Complete drainage design per Advisory Circular standards including hydrology analysis and modeling. Prepare drainage report which includes all drainage calculations, drainage structure sizing, and drain pipe sizing. The most stringent (FAA, State, or Local) drainage standards will be followed. This effort will not involve too many hours as the existing topography will not change and pre and post drainage conditions will not change too much.
10. Complete electrical design for an apron flood light pole that will be added along the grass area by the security/perimeter fence to enhance ramp lighting and safety.

11. Develop the following anticipated plans:

- Cover/Index (1)
- Location and Vicinity Plan (1)
- General Plan (1)
- General Phasing and Safety/Operations Plan (1)
- Detailed Phasing and Safety/Operations Plan (1)
- Test Core and Pit Plan (1)
- Geometry/Alignment Plan (1)
- Erosion Control Plan and Details (1)
- Existing Conditions Plan/Survey Record Plan and Existing Utilities (1)
- Typical Sections (1)
- Apron Grading Plans (2)
- Apron Drainage Plans (2)
- Apron Cross Sections (4)
- Pavement Details (1)
- Pavement Marking Plan (1)
- Drainage Details (1)
- Apron Lighting Plan (1)
- Electrical Details (1)
- Misc. Details (1)
- Total: 24 Sheets

12. Coordinate, distribute and print the following copies of the preliminary construction documents (plans, specifications, and construction cost estimate) for review by the FAA, State DOT, and the Owner:

Preliminary Submission (90%)

- FAA-Burlington: 1 copy of plans (1 full size); 1 copy of specifications;  
1 copy of estimate
- FAA-Tech OPS & ATCT: ½ size plans

State DOT: pdf electronic submission of the plans, specifications, and estimate  
Owner: 4 copies of plans (1 full size; 3 half size); 1 copy of specifications; 1 copy of estimate

Final Submission (100%)

*Same as above*

As-Advertised Submission

*Same as above*

13. Conduct an in-house QA/QC prior to each submission. The in-house QA/QC check will involve an experienced independent individual, depending on each discipline, to conduct a comprehensive check on all documents to be submitted (e.g. plans, specifications, estimates, reports). Time will be required for engineers and Cadd technicians/designers to correct items listed under the in-house QA/QC checks.
14. Address final comments from 100% design for as-advertised design plans.
15. Complete a comprehensive design report (Engineer's Report) that will include a Project Summary, Project Schedule, Description of Improvements, Alternative Design Considerations, Pavement Design, Drainage Design, and Electrical Design, and Summary of Estimated Project Costs and Engineer's Cost Estimate.

Services for Article B will be provided under a lump sum basis.

### **ARTICLE C – ADVERTISING AND BIDDING**

1. Prepare twenty-five (25) sets of plans and specifications for bidding. Extra sets shall be produced at additional costs.
2. Prepare an "Invitation to Bid", all forms for advertisement, bid proposals, contract bonds, labor and DBE requirements and other contract documents needed to solicit public bids for the construction of the project. The Owner shall be responsible for the cost of all public advertisements required including all newspapers in which the advertisement is placed. The Invitation to Bidders will be advertised in the Central Register, and the local newspaper of record. Advertising will be coordinated with the Airport Administration, as applicable.
3. Prepare for and attend the Pre-Bid Conference (one (1) day) and Bid Opening (one (1) day).
4. Issue necessary Addenda and Directives to Bidders. One (1) addendum is assumed.
5. Review the bids received, prepare the final bid tabulation, and make recommendations/rejections of award of the Contract to the Owner.
6. Issue "Notice to Award" on behalf of the Airport to the appropriate contractor.
7. Maintain a plan holder's list during the bidding phase which will be updated accordingly.
8. Coordinate and administer bid deposits and return of deposits.

Services for Article C will be provided under a lump sum basis.

#### **ARTICLE D - GENERAL ADMINISTRATION**

1. Develop Engineering Scope of Work and Contract
2. Attend one (1) meeting to negotiate fee (assume meeting is at ACK)
3. Prepare and submit State Clearinghouse Letters. (includes addressing any and all required requested documentation to Coastal Zone Management; Massachusetts Historic Commission; U. S. Fish & Wildlife; and Native American Tribes (via FAA))
4. Prepare and distribute engineering contracts
5. Prepare and coordinate subconsultant contracts and pay invoices.
6. Prepare and submit FAA 7460 form
7. Prepare and submit MASS DOT Aeronautics
8. Prepare and submit FAA Project Readiness Form
9. Prepare and submit one (1) State Grant Application. Prepare and submit one (1) FAA Grant Application.
10. Prepare FAA and State Payment Requests. Six (6) are assumed for this project.
11. Prepare and submit two (2) copies of the FAA Safety Plan checklist.
12. Retain project-related records
13. Attend two (2) Airport Commission meetings to update the progress of work and answer any questions associated with the project.
14. Prepare record drawings (assume for 24 sheet drawing set) and FAA & State close out reports and submit to all parties.

Services for Article D will be provided under a lump sum basis.

#### **ARTICLE E – CONSTRUCTION SERVICES**

1. Issue a “Notice to Proceed,” on behalf of the Airport, to the Contractor. Review the Contractor’s construction schedule.
2. Prepare for and attend Pre-Construction conference.

3. Review all shop drawings submitted by the contractors and all materials used in the construction of the project.
4. Attend site visit and/or project related meeting at the Mass State DOT, FAA, or ACK as necessary. Assume (12) site visits out of a 90-calendar day construction project.
5. Prepare written or verbal directives to the Contractor.
6. Prepare Field Sketches, as necessary.
7. Provide general supervision and administrative support for resident engineer.
8. Review and approve estimates submitted by the Contractor for progress/final payments.
9. Prepare and negotiate change orders, as necessary.
10. Observe work in progress and provide reports to Owner.
11. Attend final inspection meeting.

Services for Article E will be provided under a cost plus basis.

#### **ARTICLE F - RESIDENT ENGINEERING**

1. Coordinate and attend progress meetings with the contractor, Airport, and any other interested parties, as required prior to construction (e.g. Staging area coordination, setting up Contractor's trailer.).
2. Attend pre-construction conference.
3. Provide full-time resident engineering services for the work associated with the project. The resident engineer for the project shall have field experience in the type of work to be performed, be fully qualified to make interpretations, decisions, field computations, and have knowledge of testing requirements and procedures. The resident engineer shall be approved by the Owner, FAA and the State.
4. Checking of construction activities to ensure compliance with the plans and specifications. Inform the contractor of any work, which is in non-compliance.
5. Ensure that tests are performed at the frequency stated in the specifications.
6. Review certifications for conformance with the specifications.
7. Document quantities of materials used on the project by actual measurements and computations in a field notebook or computer printout retained in a folder.
8. Maintain a set of working drawings on the job site, which can be used to prepare "As-Built" drawings.

9. Review payment requests and certified payrolls from the contractor.
10. Maintain a diary, which will contain entries made and signed by the resident engineer. Each entry should include the following, plus any additional pertinent data:
  - a. Date and weather conditions.
  - b. Names of important visitors.
  - c. Construction work in progress and location.
  - d. Size of contractor's work force and equipment in use.
  - e. Number of hours worked per day for contractor and subcontractors.
11. Attend final inspection and create punch list.
12. Attend follow up site visit to confirm completion of punch list items.

Services for Article F will be provided under a cost plus basis.

### PROJECT SCHEDULE

The tentative complete project schedule (design and construction) is as follows:

<u>Item</u>	<u>Date</u>
<b>Engineering Contract</b>	<b>3/2015</b>
<b>Preliminary Design (90%)</b>	<b>3/15/15</b>
<b>Final Design (100%)</b>	<b>3/30/15</b>
<b>Advertisement</b>	<b>4/21/15</b>
<b>Bid Opening</b>	<b>4/30/15</b>
<b>FAA &amp; State Grant Application</b>	<b>5/1/15</b>
<b>Start Construction</b>	<b>9/10/15</b>
<b>Finish Construction (construction within the 2015 season)</b>	<b>5/16 (assumes may not finish)</b>

Nantucket Memorial Airport

Project:

Reconstruct a Portion of the Commercial North Ramp (Approximately 430 ft. x 300 ft)

FEE SUMMARY

	<u>Hours</u>	<u>Fee</u>
<b>Lump Sum</b>		
Article A:Data Collection	78	\$ 33,673
Article B:Design, Specifications and Meetings	552	\$ 63,232
Article C:Advertising and Bidding	71	\$ 12,351
Article D:General Administration	195	\$ 22,887
<b>Total Lump Sum Fee</b>	<b>896</b>	<b>\$ 132,143</b>
	<u>Hours</u>	<u>Fee</u>
<b>Cost Plus</b>		
Article E:Construction Administration	155	\$ 22,687
Article F:Resident Engineering	640	\$ 105,543
<b>Total Cost Plus Fee</b>	<b>795</b>	<b>\$ 128,230</b>
<b>TOTAL PROJECT FEE</b>	<b>1,691</b>	<b>\$ 260,373</b>

Nantucket Memorial Airport

Reconstruct a Portion of the Commercial North Ramp (Approximately 430 ft. x 300 ft)

Article A: Data Collection

	WORK ITEM	Principle in Charge	Project Manager	Electrical Engineer	Project Engineer	Engineer	CADD	WORD PROC	TOTAL
1	Research record drawings for underground utilities		2			8			10
2	Full time site coordination for topographic survey and test cores		2		64				66
3	QA/QC		2						2
	<b>TOTAL HOURS</b>	0	6	0	64	8	0	0	78
	<b>RATE</b>	\$ 95	\$ 61	\$ 50	\$ 45	\$ 35	\$ 28	\$ 20	----
	<b>PAYROLL ESTIMATE</b>	\$ -	\$ 366	\$ -	\$ 2,880	\$ 280	\$ -	\$ -	\$ 3,526

Task Subconsultants

Topographic Survey (estimated)	\$ 15,000
Pavement and Soils Test Cores (estimated)	\$ 8,000
	<u>\$ 23,000</u>

<b>TOTAL PAYROLL</b>	\$ 3,526
Overhead 115.01%	\$ 4,055
Subtotal	\$ 7,581
Profit 12%	\$ 910
Payroll Fee	\$ 8,491
Subconsultants	\$ 23,000
Expenses	\$ 2,182
<b>Lump Sum Fee Total</b>	\$ 33,673

Task Expenses:

2	Flight (\$156/trip x 8)	\$ 1,248
	Parking (\$12/trip x 8)	\$ 96
	Mileage (150 miles round trip X \$0.565/mi)x8	\$ 678
	Meals (\$20/trip x 8)	\$ 160
	<b>Total Expenses</b>	<u>\$ 2,182</u>

**TOTAL FEE \$ 33,673**

Nantucket Memorial Airport

Reconstruct a Portion of the Commercial North Ramp (Approximately 430 ft. x 300 ft)

Article B: Design, Specifications and Meetings

	WORK ITEM	Principle in Charge	Project Manager	Project/ Electrical Engineer	Engineer	CADD	WORD PROC	TOTAL
1	Develop Technical Specifications		1	24				25
2	Develop Front End Specifications		1		8			9
3	Develop construction schedule		1	1	4			6
4	Prepare and attend one (1) meeting for coordination on layout		8					8
5	Prepare and attend two (2) meeting for construction phasing		16					16
6	Prepare pavement design and report		1		16			17
7	Develop construction quantities and cost estimates at 90%, 100% and as-advertised design levels		1		24			25
8	Attend design review meeting with airport staff		8					8
9	Complete drainage design per Advisory Circular standards including hydrology analysis and modeling.		1		24			25
10	Electrical design for flood light pole.		1	24				25

11 Develop the following plans

90% Submission

a.	Cover/Index (1)			2		8		10
b.	Location and Vicinity Plan (1)			2		8		10
c.	General Plan (1)			2		8		10
d.	General Phasing and Safety/Operations Plan (1)		1	2		8		11
e.	Detailed Phasing and Safety/Operations Plan (1)		1	2		8		11
f.	Test Core and Pit Plan (1)			2		8		10
g.	Geometry/Alignment Plan(1)		1	2		8		11



Nantucket Memorial Airport

Reconstruct a Portion of the Commercial North Ramp (Approximately 430 ft. x 300 ft)

Article B: Design, Specifications and Meetings

	WORK ITEM	Principle in Charge	Project Manager	Project/ Electrical Engineer	Engineer	CADD	WORD PROC	TOTAL
h.	Erosion Control Plan and Details (1)			2		8		10
i.	Existing Conditions Plan/Survey Record Plan and Existing Utilities (1)			2		8		10
j.	Typical Sections (1)		1	2		8		11
k.	Apron Grading Plan (2)		1	2		16		19
l.	Apron Drainage Plan (2)		1	2		8		11
m.	Apron Cross Sections (4)		1	2		8		11
n.	Pavement Details (1)			2		8		10
o.	Pavement Marking Plan (1)		1	2		8		11
p.	Drainage Details (1)			2		8		10
q.	Apron Lighting Plan (1)			2		8		10
r.	Electrical Details (1)		1	2		8		11
s.	Misc. Details (1)		1	2		8		11
12	Coordinate and distribute plans and specifications				4	8		12
13	QA/QC for 90% submission	4						4
14	Address Final Comments for 100% submission	8		1	4	8		21
15	Engineer's Report	4		1	4			9

100% Submission

a.	Cover/Index (1)			1		4		5
b.	Location and Vicinity Plan (1)			1		4		5
c.	General Plan (1)			1		4		5

Nantucket Memorial Airport

Reconstruct a Portion of the Commercial North Ramp (Approximately 430 ft. x 300 ft)

Article B: Design, Specifications and Meetings

	WORK ITEM	Principle in Charge	Project Manager	Project/ Electrical Engineer	Engineer	CADD	WORD PROC	TOTAL
d.	General Phasing and Safety/Operations Plan (1)		1	1		4		6
e.	Detailed Phasing and Safety/Operations Plan (1)		1	1		4		6
f.	Test Core and Pit Plan (1)					4		4
g.	Geometry/Alignment Plan(1)		1	1		4		6
h.	Erosion Control Plan and Details (1)			1		4		5
i.	Existing Conditions Plan/Survey Record Plan and Existing Utilities (1)			1		4		5
j.	Typical Sections (1)		1	1		4		6
k.	Apron Grading Plan (2)		1	1		4		6
l.	Apron Drainage Plan (2)		1	1		4		6
m.	Apron Cross Sections (4)		1	1		4		6
n.	Pavement Details (1)		1	1		4		6
o.	Pavement Marking Plan (1)			1		8		9
p.	Drainage Details (1)		1	1		4		6
q.	Apron Lighting Plan (1)			1		4		5
r.	Electrical Details (1)			1		4		5
s.	Misc. Details (1)		1	1		4		6
12	Coordinate and distribute plans and specifications				2	4		6
13	QA/QC for 100% submission	8						8

Nantucket Memorial Airport

Reconstruct a Portion of the Commercial North Ramp (Approximately 430 ft. x 300 ft)

Article B: Design, Specifications and Meetings

	WORK ITEM	Principle in Charge	Project Manager	Project/ Electrical Engineer	Engineer	CADD	WORD PROC	TOTAL
14	Address 100% design comments for as-advertised plan set			4		8		12
	<b>TOTAL HOURS</b>	24	59	111	90	268	0	552
	<b>RATE</b>	\$ 95	\$ 61	\$ 50	\$ 45	\$ 35	\$ 28	-----
	<b>PAYROLL ESTIMATE</b>	\$ 2,280	\$ 3,599	\$ 5,550	\$ 4,050	\$ 9,380	\$ -	\$ 24,859

Task	Expenses:	
4, 5 & 8	Flight (\$156/trip x 3)	\$ 468
	Parking (\$12/trip x 3)	\$ 36
	Mileage (150 miles round trip X \$0.565/mi)x3	\$ 255
	Meals (\$20/trip x 3)	\$ 60
12	<b>Printing 90% submission</b>	
	Plans - 12 sets @ \$100/set	\$ 1,200
	Specifications - 12 sets @ \$50/set	\$ 600
	<b>Printing 100% submission</b>	
	Plans - 5 sets @ \$100/set	\$ 500
	Specifications - 5 sets @ \$50/set	\$ 250
	<b>Total Expenses</b>	<b>\$ 3,369</b>

<b>TOTAL PAYROLL</b>	\$	24,859
Overhead 115.01%	\$	28,590
Subtotal	\$	53,449
Profit 12%	\$	6,414
Payroll Fee	\$	59,863
Subconsultants	\$	-
Expenses	\$	3,369
<b>Lump Sum Fee Total</b>	<b>\$</b>	<b>63,232</b>

**TOTAL FEE \$ 63,232**

Nantucket Memorial Airport

Reconstruct a Portion of the Commercial North Ramp (Approximately 430 ft. x 300 ft)

Article C: Advertising and Bidding

	WORK ITEM	Principle in Charge	Project Manager	Project Engineer	Engineer	CADD	WORD PROC	TOTAL
1	Prepare plan sets				4	4		8
2	Prepare Invitation to Bid		2	4				6
3	Prepare and attend pre-bid conference and bid opening				16			16
4	Issue addendum		1	4	4			9
5	Review bids and make recommendation		2	4	4			10
6	Issue Notice to Award			2	4			6
7	Maintain plan holder's list			4	4			8
8	Coordinate and administer bid deposits and return of deposits			4	4			8
	<b>TOTAL HOURS</b>	0	5	22	40	4	0	71
	<b>RATE</b>	\$ 95	\$ 61	\$ 50	\$ 45	\$ 35	\$ 28	-----
	<b>PAYROLL ESTIMATE</b>	\$ -	\$ 305	\$ 1,100	\$ 1,800	\$ 140	\$ -	\$ 3,345

<b>TOTAL PAYROLL</b>	\$	3,345
Overhead 115.01%	\$	3,847
Subtotal	\$	7,192
Profit 12%	\$	863
Payroll Fee	\$	8,055
Subconsultants	\$	-
Expenses	\$	4,296
<b>Lump Sum Fee Total</b>	\$	12,351

**Task Expenses:**

1	Printing	
	Plans - 25 sets @ \$100/set	\$ 2,500
	Specifications - 25 sets @ \$50/set	\$ 1,250
3	Flight (\$156/trip x 2)	\$ 312
	Mileage (150 miles round trip X \$0.565/mi)x2	\$ 170
	Parking (\$12/trip x 2)	\$ 24
	Meals (\$20/trip x 2)	\$ 40
	<b>Total Expenses:</b>	\$ 4,296

**TOTAL FEE \$ 12,351**

Nantucket Memorial Airport

Reconstruct a Portion of the Commercial North Ramp (Approximately 430 ft. x 300 ft)

Article D: General Administration

	WORK ITEM	Principle In Charge	Project Manager	Project Engineer	Engineer	CADD	WORD PROC	TOTAL
1	Develop Scope of Work and Contract	2	8	2				12
2	Attend one (1) meeting to negotiate fee		8					8
3	Prepare and submit Clearinghouse letters			8			8	16
4	Prepare and distribute engineering contracts				8		2	10
5	Prepare and coordinate subconsultant contracts and invoices (DBE Sub)		4		8		4	16
6	Prepare and submit FAA 7460 forms		1		8			9
7	Prepare and submit MASS DOT airspace forms		1		8			9
8	Prepare and submit FAA Project Readiness Form		1		8			9
9	Prepare and submit State and FAA Grant Applications		2		8		2	12
10	Prepare six (6) pay requests		4		8			12
11	Prepare and submit FAA safety plan checklist		2	2	8	8	4	24
12	Retain Project related records				8			8
13	Attend Two (2) Commission Meetings for project updates		16					16
14	Prepare Record Drawings and Close Out Documentation		2		8	24		34
	<b>TOTAL HOURS</b>	2	49	12	80	32	20	195
	<b>RATE</b>	\$ 95	\$ 61	\$ 50	\$ 45	\$ 35	\$ 28	----
	<b>PAYROLL ESTIMATE</b>	\$ 190	\$ 2,989	\$ 600	\$ 3,600	\$ 1,120	\$ 560	\$ 9,059

<b>TOTAL PAYROLL</b>	\$ 9,059
Overhead 115.01%	\$ 10,419
Subtotal	\$ 19,478
Profit 12%	\$ 2,337
Payroll Fee	\$ 21,815
Subconsultants	\$ -
Expenses	\$ 1,072
<b>Lump Sum Fee Total</b>	<b>\$ 22,887</b>

Task	Expenses:	
1	Mileage (150mi @ .565/mi x 1)	\$ 85
	Parking (\$12/trip x 1)	\$ 12
	Flight (\$156/trip x 1)	\$ 156
3	Flight (\$156/trip x 1)	\$ 156
	Parking (\$12/trip x 1)	\$ 12
	Mileage (150mi @ .565/mi x 1)	\$ 85
	Meals (\$20/trip x 1)	\$ 20
13	Flight (\$156/trip x 2)	\$ 312
	Parking (\$12/trip x 2)	\$ 24
	Mileage (150mi @ .565/mi x 2)	\$ 170
	Meals (\$20/trip x 2)	\$ 40
	<b>Total Expenses</b>	<b>\$ 1,072</b>

**TOTAL FEE \$ 22,887**

Nantucket Memorial Airport

Reconstruct a Portion of the Commercial North Ramp (Approximately 430 ft. x 300 ft)

Article E: Construction Administration

	WORK ITEM	Principle in Charge	Project Manager	Project Engineer	Engineer	CADD	WORD PROC	TOTAL
1	Issue Notice to Proceed				2		1	3
2	Pre-Construction Meeting		8					8
3	Review shop drawings		8		24			32
4	Attend Site Visits and Weekly Job Meetings (Assume 12)		32					32
5	Prepare and Issue Written Directives				16		8	24
6	Prepare Field Sketches		4		8		4	16
7	General Supervision for Resident Engineer		4					4
8	Review/Approval of Contractors Monthly Bills		4					4
9	Prepare and Work on Change Orders		4		8		8	20
10	Observe Work and Report to Owner		4					4
11	Attend Final Inspections		8					8
	<b>TOTAL HOURS</b>	0	76	0	58	0	21	155
	<b>RATE</b>	\$ 95	\$ 61	\$ 50	\$ 45	\$ 35	\$ 28	-----
	<b>PAYROLL ESTIMATE</b>	\$ -	\$ 4,636	\$ -	\$ 2,610	\$ -	\$ 588	\$ 7,834

Task Expenses:

4	Flight (\$156/trip x 12)	\$ 1,872
	Parking (\$12/trip x 1) + Mileage (150 miles * \$0.565/mi) * 12	\$ 1,164
	Meals (\$20/trip x 12)	\$ 240
2 & 11	Flight (\$156/trip x 2)	\$ 312
	Parking (\$12/trip x 2) + Mileage @ x 2	\$ 194
	Meals (\$20/trip x 2)	\$ 40
	<b>Total Expenses</b>	<b>\$ 3,822</b>

<b>TOTAL PAYROLL</b>	\$ 7,834
Overhead 115.01%	\$ 9,010
Subtotal	\$ 16,844
Profit 12%	\$ 2,021
Payroll Fee	\$ 18,865
Subconsultants	\$ -
Expenses	\$ 3,822
<b>Cost Plus Fixed Fee Total</b>	<b>\$ 22,687</b>

**TOTAL FEE \$ 22,687**

Nantucket Memorial Airport

Reconstruct a Portion of the Commercial North Ramp (Approximately 430 ft. x 300 ft)

Article F: Resident Engineering

	WORK ITEM	Principle in Charge	Project Manager	Project Engineer	Engineer	CADD	WORD PROC	TOTAL
1	Coordinate and Attend Meetings				8			8
2	Attend Pre-Construction Meeting				8			8
3	Perform full-time resident inspection services (12 weeks @ 5 days per week @ 10 hr/day)				600			600
4	Attend Final Inspection				8			8
5	Attend Punch List Follow Up Inspections (Assume 2)				16			16
	<b>TOTAL HOURS</b>	0	0	0	640	0	0	640
	<b>RATE</b>	\$ 95	\$ 61	\$ 50	\$ 35	\$ 35	\$ 28	-----
	<b>PAYROLL ESTIMATE</b>	\$ -	\$ -	\$ -	\$ 22,400	\$ -	\$ -	\$ 22,400

Sub-Consultant

Cardno/ATC (Construction Material Testing) \$ 20,000

<b>TOTAL PAYROLL</b>	\$	22,400
Overhead 115.01%	\$	25,762
Subtotal	\$	48,162
Profit 12%	\$	5,779
Payroll Fee	\$	53,941
Subconsultants	\$	20,000
Expenses	\$	31,602
<b>Cost Plus Fixed Fee Total</b>	\$	105,543

Task Expenses:

	Per Diem (Lodging/Meals Govt. Rt. @ \$310/day @ 5 days/wk for 12 weeks off season)	\$ 18,600
3	Rental Car (12 weeks @ \$600/wk)	\$ 7,200
3	Gas for Car Rental On-Site (assume \$100/wk) =	\$ 1,200
	Airfare(\$156R.T.)/milage+(\$85/trip)/parking+	
3	(\$60/wk) for 12 wks =	\$ 3,612
1,2,4, &5	Miscellaneous	\$ 990
	<b>Total Expenses</b>	<b>\$ 31,602</b>

**TOTAL FEE \$ 105,543**



TOWN OF NANTUCKET  
CONTRACT AMENDMENT #1  
with  
KOBO UTILITY CONSTRUCTION CORP

Project Name: Security Upgrades AIP 3-25-0033-60-2014  
Nantucket Memorial Airport

Amendment Number: One

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by the Town of Nantucket, Nantucket Memorial Airport Commission (hereinafter "OWNER") and Kobo Utility Construction Corp (hereinafter "CONTRACTOR").

WHEREAS, on or about the 15th day of July, 2014, the parties hereto entered in a written contract, copies of which are hereby incorporated by reference; and

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

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

*Amend Paragraph 3 to read: The CONTRACTOR hereby agrees to commence the work under this Contract on or before a date to be specified in a written "Notice to Proceed" by the OWNER and to fully complete the project within 30 CALENDAR DAYS, consecutive thereafter; unless OWNER or OWNER'S Representative issues a "Stop Work Order" at which time all work will cease and not recommence until the OWNER or OWNER'S Representative issues a new "Notice to Proceed" which will stipulate a new expiration date; and the CONTRACTOR represents that he has informed himself fully in regard to all conditions pertaining to the place where the work is to be done and other circumstances affecting the work.*

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

THIS AMENDMENT shall be effective as of this 21st day of November, 2014 and shall continue through the 31st day of October, 2015 unless continued by agreement of the parties in writing prior to said completion date.

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

KOBO UTILITY CONSTRUCTION CORP

TOWN OF NANTUCKET/NANTUCKET MEMORIAL AIRPORT:

\_\_\_\_\_  
Kevin O'Neil, CEO

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

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



CONTRACT

THIS AGREEMENT, made and executed this 6th 15 day of June July in the year Two Thousand and Fourteen, by and between the Nantucket Memorial Airport Commission, a Commission within the Town of Nantucket, County of Nantucket, in the Commonwealth of Massachusetts, being herein termed the OWNER, party of the first part, and KOBO Utility Construction Corp., herein after termed the CONTRACTOR, party of the second part;

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, (General Provisions pages GP-1 to GP-118), and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the following work to:

“Security Upgrades” AIP 3-25-0033-60-2014  
at the Nantucket Memorial Airport, Nantucket, Massachusetts.

herein after called the PROJECT, for the Contract Bid Price recorded in the PROPOSED SCHEDULE OF PRICES\*, and all extra work in connection therewith, under the terms as stated in the Performance, Labor and Material Bonds and the General Provisions; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said PROJECT in accordance with the conditions and prices stated in the Invitation to Bid, Instructions to Bidders, Bid Proposal, General Provisions and Documents, Contract Drawings, Specifications and Addenda; all of which are made a part hereof and collectively evidence and constitute the Contract.

THE CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" by the OWNER and to fully complete the project within 30 CALENDAR DAYS, consecutive thereafter; and the CONTRACTOR represents that he has informed himself fully in regard to all conditions pertaining to the place where the work is to be done and other circumstances affecting the work; and

That the OWNER shall pay (as may prove convenient under the OWNER'S system of monthly audit and payment of bills) and the CONTRACTOR shall receive as full compensation for fulfilling everything required of the CONTRACTOR under this Contract \$295,255.00 (full compensation for fulfilling everything required of the Contractor under the Bid Proposal).

Signed, sealed and delivered to the OWNER on the day and year first above written.

NANTUCKET MEMORIAL AIRPORT COMMISSION

By: [Signature]

By: Daniel W. Drake, Chairman

Attested [Signature]

By: [Signature]

By: Arthur D. Gasbarro, Vice Chair

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

By: \_\_\_\_\_, Commissioner

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

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

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

By: \_\_\_\_\_, Commissioner

TOWN OF NANTUCKET

By: [Signature]

By: Town Finance Director

Attested \_\_\_\_\_

Contractor\*\*

By: Kobo Utility Construction Corp Attested Kevin O'Neil

Kevin O'Neil Title CEO

(Print name and title of person from the Contractor's who is executing the contract)

\*\* Execute acknowledgment of the officer or agent of the officer or agent of the Contractor who signs this document. Use proper form on next page.

Approved as to Form  
By: [Signature]

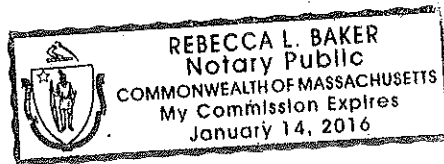
Attorney for the Nantucket of \_\_\_\_\_  
Airport  
Commission

**ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION:**

State of Massachusetts )  
County of Barnstable ) SS:

On this 6th day of June, 2014, before me personally came and appeared Kevin O'Neil to me known, who, being by me duly sworn, did depose and say to me that he resides at 4 Victory Dr. Sandwich, MA, that he is the CEO of Kobo Utility Construction Corp the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by the order of the directors of said corporation, and that he signed his name thereto by like order.

(Seal) Rebecca L Baker  
Notary Public





MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

AERONAUTICS DIVISION


CONTRACT APPROVAL

The Massachusetts Department of Transportation Aeronautics Division this 15<sup>th</sup> day of August, Two Thousand and Fourteen, approves this Contract between the Nantucket Memorial Airport Commission and KOBO Utility Construction Corp in the amount of \$295,255.00 to

“Security Upgrades” AIP 3-25-0033-60-2014  
at the Nantucket Memorial Airport, Nantucket, Massachusetts.

This Contract is based upon the Drawings and Specifications approved by the Massachusetts Department of Transportation Aeronautics Division on the \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and Fourteen.

This approval is granted in accordance with Section 51K, Chapter 90, of the General Laws, as amended, and in no way makes the Massachusetts DOT Aeronautics Division a party to the contract or is to be considered as a commitment of funding unless so voted by the Massachusetts DOT Aeronautics Division. This approval will in no way interfere with the right of either principal thereunder.

  
\_\_\_\_\_  
Christopher J. Willenborg, Administrator  
Massachusetts DOT Aeronautics Division



## Nantucket Memorial Airport (ACK) Air Service Incentive Program

### Goals:

Air Service to Nantucket Island is one of only two means of access to and from the mainland. There are five categories of travelers in this market; Year-Round Island Residents, Seasonal Island Residents, Second Home Owners, Short-Term Island Visitors and Daily Workers/Commuters. The three main goals in developing air service for ACK are to expand year-round connectivity to the mainland via existing providers, address the longer seasonal demands with connectivity to the national system and to create improved access to the national system during the off-season at reasonable rates.

The intention of this Incentive Plan is to expand current service and attract additional service to existing and new markets. This plan is designed to encourage air service expansion by providing temporary waiver of certain fees and reduced fees for a definitive period of time.

The airport leadership and the community recognize the importance of air service and have created this Air Service Incentive Program (ASIP) as a means to help attract and maintain air service at ACK.

These incentives will be administered so as not to increase fees and charges on any non-participating air carrier.

### Eligible Service:

The incentive program is offered on a nondiscriminatory basis to any airline providing new routes or additional flights on a qualified service.

Qualified Service means:

1. The service provided must be approved by the Nantucket Memorial Airport Commission
2. Priority Markets - Preference will be given to routes that provide connectivity to the national air transportation system as well as serve tourism markets important to the island such as the following airports: LaGuardia (LGA), John F. Kennedy (JFK), Liberty, Newark (EWR), Ronald Reagan National (DCA), Dulles (IAD), Baltimore/Washington (BWI), Philadelphia (PHL), Chicago O'Hare (ORD), Chicago Midway (MDW) and Atlanta Hartsfield (ATL).
3. Further preference will be given to routes that serve major hubs and offer opportunities for same airline (on-line) and other airline (inter-line) connections.
4. The airline must offer a minimum of two nonstop flights per week
5. Seasonal and less than daily service is eligible however the airline must operate for a minimum of 60 days within the same year.
6. New routes or additional flights are defined as not being in place within the past twelve months.
7. Incentives apply only to the net number of additional, new flights to a market (e.g. if a carrier serves EWR year round with one daily flight and then decides to increase the frequency to twice

a day during the peak season the incentive only applies to the net increase in flights, in this example the seasonal extra section).

8. Airline must submit request for incentive and provide flight schedule details thirty (30) days in advance to qualify.
9. The service must be available to the public for purchase through conventional means.
10. Carrier must have an agreement to operate from the main terminal.

**Effective Period of Incentive Program**

This Incentive Plan is effective from June 1, 2015 through May 31, 2018. However the Airport Commission may opt to extend or revise the program.

**Incentives:**

<b>FEE WAIVERS</b>			
<b>Service</b>	<b>Counter &amp; Office Space</b>	<b>Signatory Fuel Discount *</b>	<b>Landing Fees (Qualifying flights only)</b>
<b>New Unserved Priority Market Flights</b>	25% for term of service up to a max of 1 year	N/A	100% for 2 years
<b>New or Added Priority Market Flights</b>	N/A	N/A	100% for 2 year
<b>New Unserved Market Flights</b>	25% for term of service up to a max of 1 year	N/A	75% for year 1 50% for year 2
<b>New Entrant</b>	50% for 1 year	N/A	All Above Apply
<b>Year-Round Signatory</b>	N/A	Cost + \$1.05 for 2 years	N/A
* Signatory is defined as having an annual lease in the terminal that meets airport established minimum standards and providing year round service			



## Nantucket Memorial Airport Rates and Charges May-15

Proposed Changes for Public Hearing April 2015 for Changes Effective 5/15/2015 unless otherwise noted.

### Aeronautical Fees

#### Airline/Air Charter/Air Taxi

<b>Business Operating Fee</b>	\$1,500.00	Annually or any part thereof
<b>Counter &amp; Office Space</b>	\$40.00/sq. ft. / year	Minimum 250 sq. ft.
<b>Common Use Space</b>	\$10.00/sq.ft. / year	
<b>Signatory* Fuel Discount</b>		
Jet -A	Cost + \$1.05	Advance Deposit Required
AvGas	Cost + \$1.05	Advance Deposit Required

\*Signatory is defined as having an annual lease in the terminal that meets airport established minimum standards and providing year round service.

#### Landing Fee - Terminal Users

Cessna 402 (annual lease)	\$13.50	Per Landing
Cessna Caravan (annual lease)	\$17.00	Per Landing
Other Aircraft	\$2.75/1,000 lbs	Per Landing

#### Seasonal Terminal/Ramp Access Fee

(Effective 5/2016)

May - September ~~\$2,750/month~~ **\$3,000** 4 Mo. Minimum, Paid in Advance

#### Building Use Charge (FBO Facility)

Aircraft with passenger seating capacity of nine or less and operating eight or less scheduled flights per day.

(Does not include Ramp Fees)

May - September ~~\$1,500/month~~ **\$1,575** 4 Month Minimum  
October - April ~~\$500/month~~ **\$525.00**

#### Landing Fee - FBO Facility User

Single Engine	\$2.75 /1000 lbs.
Multi Engine	\$30.00 for the first 6,000 lbs + \$2.75 each 1,000 lbs (or increments of) over 6,000 lbs

#### Freight

~~\$0.03~~ **\$0.05**/pound of gross weight (inbound only)  
**Itemized** Monthly Reports Required.



Nantucket Memorial Airport  
Rates and Charges  
May-15

**Aeronautical Fees (cont'd)**

**General Aviation**

**Landing Fee**

Single Engine	\$5.00	Per Landing
Multi Engine	\$30.00 for the first 6,000 lbs + \$2.75 each 1,000 lbs (or increments of) over 6,000 lbs	

**Ramp Fee (Charged per calendar day)**

Pavement	0 - <del>6,000</del> 5,999 lbs.	\$10.00
	6,000 - 9,999 lbs.	<del>\$50.00</del> \$52.50
	10,000 - 24,999 lbs.	<del>\$100.00</del> \$105.00
	25,000 - 49,999 lbs.	<del>\$300.00</del> \$315.00
	50,000 + lbs.	<del>\$500.00</del> 525.00
Grass	<del>1 - 6,000</del> lbs.	\$5.00
	<del>6,000 - 9,999</del> lbs.	\$25.00
	<del>10,000 - 24,999</del>	\$75.00

Note: All landing & Ramp Fee weights are MGTOW

**Tie Down**

Reserved tie down fees are for aircraft up to 6,000 MGTOW

Daily	TBD	
Seasonal	TBD	
Annual Reserved Ramp	\$1,500.00	} First 6,000 lbs. + \$100.00 each 1,000 lbs. or part thereof. Includes 1 vehicle permit
Annual Reserved Grass	\$900.00	

**Hangars #2 and #4 (Non-heated) \***

Jet & Multi Turbo Prop	\$150.00	Daily
	\$1,500.00	Monthly
Single Turbo Prop	\$90.00	Daily
	\$900.00	Monthly
Multi-Engine Piston	\$60.00	Daily
	\$600.00	Monthly
Single Engine Piston	\$50.00	Daily
	\$300.00	Monthly

**Hangar #3 (Heated)**

Jet & Multi Turbo Prop	\$180.00	Daily
	\$1,800.00	Monthly
Single Turbo Prop	\$120.00	Daily
	\$1,200.00	Monthly
Multi-Engine Piston	\$80.00	Daily
	\$800.00	Monthly
Single Engine Piston	\$60.00	Daily
	\$400.00	Monthly

\*Hangar #2 to become heated after which heated rates would apply.

Nantucket Memorial Airport  
Rates and Charges  
May-15

**Aeronautical Fees (cont'd)**

<b>Lease Application Fee</b>	\$1,000.00	<b>Per Lease</b>
<b>Land Lease</b>	Minimum \$0.44	sq. ft. / Year Annual CPI-W Reviews
<b>Equipment Storage</b>		
Off Season	<del>\$100.00</del> <b>\$200.00</b>	Per Month Per Piece
Abandoned Equipment Disposal	<del>\$500.00</del> <b>\$1,000.00</b>	Per Piece

**Non-Aeronautical Fees**

<b>Business Operating Fee</b>	\$1,500.00	Annually or any part thereof
<b>Lease Application Fee</b>	\$3,000.00	<b>Per Lease</b>
<b>Retail</b>		
Space	Varies	
Common Use Space	\$10.00	sq. ft. / Year
Participation Fee	Negotiated	
<b>Land Lease</b>	Minimum \$0.88	sq. ft./ year Annual CPI - W Reviews

**Ground Transportation**

<b>Rental Car Fees (On-Airport)</b>		
Business Operating Fee	\$1,500.00	Annually of any part thereof
Counter & Office Space	\$45.00	sq. ft. / Year
Common Use Space	\$10.00	sq. ft. / Year
Gross Receipts	10%	Per month
Customer Facility Charge	\$2.00	Per rental day / Per Vehicle
Reserved Parking	\$200.00	Per Assigned Space Annually
Remote Parking	\$1,000.00	Annually
<b>Rental Car Fees (Off-Airport)</b>		
Business Operating Fee	\$1,500.00	Annually of any part thereof
Gross Receipts	10%	Per month
<b>Taxi/Livery/Charter/Courtesy Van</b>	\$300.00	Per vehicle Annually
<b>Tour Bus Permit</b>	\$300.00	Per vehicle Annually
<b>Ramp Access Escort Fee without Permit</b>	<b>\$5.00</b>	<b>Per Vehicle / Per Escort Assessed to Aircraft Operator</b>

Nantucket Memorial Airport  
Rates and Charges  
May-15

**Ground Transportation (Cont'd)**

**Vehicle Parking**

Short Term (Front Section of Main Lot)	No Overnight Parking	\$50.00 Fine + Overnight/per day
Short Term (FBO Facility)	No Overnight Parking	\$50.00 Fine + Overnight/per day
Reserved car Rental Spaces	Medallion Required	\$50.00 Fine + Overnight/per day
Long Term (Main Lot)		
	Daily	\$20.00 Per Night
	Daily	0 - 2 Hours Free
		2 - 3 Hours \$3.00/Hour
		4 -24 Hours \$1.00/Hour Up to \$10.00 Maximum
	Weekly	\$50.00 Paid in Advance
	Monthly *	\$200.00 Paid in Advance
	6 Month ( Nov - Apr) *	\$1,000.00 Paid in Advance
	6 Month (May -Oct) *	\$1,500.00 Paid in Advance
	Annual *	\$2,000.00 Paid in Advance
Long Term (Overflow Lot)	\$10.00	Overnight Fee/per day
*Commercial Vehicle with Town Contract	50% Discount	For Length of Contract
Long Term (FBO Facility)		
Admin Employee Parking	Parking Tag Required	\$50.00 Fine + Overnight/per day
Other Airport Employee	Parking Tag Required	\$50.00 Fine + Overnight/per day
All Other Vehicles	Without Parking Tag	Overnight Fee/per day
— Year Round Resident Discount	\$20.00 Up to 4 Consecutive Nights	
— (October 15 – May 15)	\$70.00 Up to 7 Consecutive Nights	
— Must register in FBO with proof of		
— residency prior to departure.		

**Other Services**

<b>Catering</b>	25%	Total Invoice
<b>Deicing</b>	\$20.00	Gallon (Minimum 10 gallons)
	\$150.00	Call back Fee (11 pm - 7 am)
<b>Lav-Cart Service</b>	\$100.00	
<b>Pre-Heat</b>	\$25.00	
<b>Fingerprinting</b>	\$50.00	Per individual
<b>SIDA Badge</b>	\$300.00	Refundable Deposit
<b>Photo Shoot Escort</b>	\$300.00	First Hour (or any part thereof)
	\$100.00	Ea. Additional Hour (Max 4 Hours)

Nantucket Memorial Airport  
Rates and Charges  
May-15

Other Services (Cont'd)

<b>Meeting Room (Seats 8-10)</b>	*	\$300.00	/hr	Audio/Visual add \$75.00/hr
<b>* Tenant Discount</b>		<b>16 Hours Free</b>		<b>50% Discount Thereafter</b>
<b>Artwork Concession Fee</b>		15%		<b>of sale price.</b>

Advertising

**Literature Rack -Year Round Locations**

Terminal - Air Taxi Arrivals	<del>\$500.00</del> <b>\$525.00</b>	Annually or any part thereof
FBO Facility	<del>\$500.00</del> <b>\$525.00</b>	Annually or any part thereof

**Literature Rack - Seasonal Location**

Terminal - Summer Arrivals	<del>\$250.00</del> <b>\$263.00</b>	May - October Only
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**Display Cases - Main Terminal Only**

(Effective 6/1/2016)

Air Taxi Departure Gate

<del>Season 1 (May 15 - July 14)</del>	<del>\$2,000.00</del>
<del>Season 2 (July 15 - Sep 14)</del>	<del>\$2,000.00</del>
<del>Season 3 (Sep 15 - May 14)</del>	<del>\$1,500.00</del>

<b>Season 1 (June 1 - Sep 30)</b>	<b>\$4,200.00</b>	<b>Commercial Use Only</b>
<b>Season 2 (Oct - May)</b>	<b>\$1,575.00</b>	<b>Commercial Use Only</b>

Security Concourse

<del>Season 1 (May 15 - July 14)</del>	<del>\$2,000.00</del>
<del>Season 2 (July 15 - Sep 14)</del>	<del>\$2,000.00</del>
<del>Season 3 (Sep 15 - May 14)</del>	<del>\$1,500.00</del>

<b>Season 1 (June 1 - Sep 30)</b>	<b>\$4,200.00</b>	<b>Commercial Use Only</b>
	No Charge	Non-Profit
<b>Season 2 (Oct - May)</b>	<b>\$1,575.00</b>	<b>Commercial Use Only</b>
	No Charge	Non-Profit

**2015 TON ARTICLES PERTAINING TO THE AIRPORT**

**Article 2**

(Appropriation: Unpaid Bills)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds for the payment, pursuant to Chapter 44 section 64 of the Massachusetts General Laws, of unpaid bills from previous fiscal years, including any bills now on overdraft; or to take any other action related thereto.

(Board of Selectmen) \$1,253.95

**ARTICLE 13 - (Appropriation: Fiscal Year 2016 Enterprise Funds Operations)**

**ARTICLE 14 - (Appropriation: Enterprise Funds Capital Expenditures)**

Purchase of High-speed Snow Plow/Blower	\$917,000.00
Supplemental Funding to Article 12 of the 2014 Annual Town Meeting (Airport Ramp Rehabilitation)	\$1,025,000.00
Supplemental Funding to Article 13 of the 2008 Annual Town Meeting (Air Traffic Control Tower)	\$928,025.00
Costs Associated with Preparation of Environmental Impact Report	\$300,000.00
Costs Associated with Fixed Base Operations Site Relocation/Rehab	\$55,000.00
Costs Associated with Overhaul of 1988 Loader	\$60,000.00
Costs Associated with Purchase and Installation of Fuel Truck Regeneration Pad	\$50,000.00
Costs Associated with Ground Service Equipment (GSE) Garage Design	\$60,000.00
Purchase of New Lectro Aircraft Truck (Lektro Tug)	\$125,000.00
Costs Associated with Painting/Repair of Fuel Tank Farm Pipes	\$100,000.00
Purchase of New Passenger Stair Truck (Ramp)	\$85,000.00
Purchase of New Utility Vehicle	\$65,000.00
Subtotal Airport Enterprise Fund	\$3,770,025.00

**ARTICLE 15 - Transfer \$50,000 from operating to S&W**

**ARTICLE 17 - (Authorization: Airport Aviation Fuel Revolving Fund Requested that the amount be kept at \$5.3M not the proposed \$5.5**

**ARTICLE 18** (Appropriation: Airport **Carbon Neutral Program** Energy Management Services)

Move to transfer to the Airport Commission for the purpose of leasing and granting easements for a solar photovoltaic facility the care, custody and control of a portion of Airport property located at the intersection of Bunker Road and Madequecham Road, consisting of approximately nine acres and an additional site for a future solar array consisting of 15 acres, as shown on a plan on file with the Town Clerk, which property will continue to be held for Airport purposes and such other purposes for which said property is currently held; and to authorize the Airport Commission to enter into one or more leases of such portion of its property for photovoltaic solar facilities for a 20-year term commencing on the date on which the facilities achieve commercial operations, and to grant such access and/or utility easements on said portion as necessary or convenient to serve said facilities, and, further, to authorize the Airport Commission to enter into one or more energy management services agreements, including power purchase or net metering credit purchase agreements with the owner of said facilities for a 20-year term running concurrently with the leases, which leases, easements, and agreements are to be on such terms and conditions, and for such consideration, as the Airport Commission deems to be in the best interests of the Airport and the Town, and to authorize the Airport Commission to take any actions and execute any documents necessary or appropriate to accomplish the foregoing, provided however that the Airport Commission may not expend any funds for this project without the prior review and approval of the Board of Selectmen and the Finance Committee.

The quantum of vote is two-thirds.

**FinCom No Action on Article, Town Counsel to craft a motion for solar portion**

**ARTICLE 27** (Appropriation: Collective Bargaining **Agreement/Airport Union**)  
Year 1 approx. \$29,300 without benefits

**ARTICLE 58** - (Zoning Map Change: Airport Property: LUG-3 and/or CI to R-5, R-10, and/or CN - 10 Sun Island Road and Zoning Bylaw Amendment: Town and Country Overlay District) In accordance with Master Plan

**ARTICLE 84** (**Home Rule Petition: Airport Fuel Revolving Fund**)

SECTION 2. This act shall take effect upon its passage.

(Board of Selectmen for Airport Commission)

NOTE: The above home rule petition was approved as Article 20 of the 2012 Annual Town Meeting; Article 52 at the 2013 Annual Town Meeting and Article 82 of the 2014 Annual Town Meeting. Home rule petitions currently pending before the legislature, which were not acted upon by December 31, 2014, will expire unless renewed by a confirmatory town meeting vote

**ARTICLE 100** - (**Long-term Lease Authorization: Airport Road Parcel**)

## **ARTICLE 102 THIS ARTICLE NOT IN ITS ENTIRETY**

(Real Estate Acquisition: "Paper" Streets at the Airport; Cliff, Eel Point, Madaket, Monomoy, Siasconset, Surfside and Town Areas; Parcels at 24 Berkley Street in Tom Nevers; Beach at Surfside)

To see if the Town will vote to authorize the Board of Selectmen to acquire by purchase, gift or eminent domain the fee or lesser interests in all or any portion of the following unconstructed rights of way and two (2) parcels identified below, together with any public and private rights of passage, for public ways, open space, airport purposes, conveyance and/or general municipal purposes:

- Old South Road between a line extending across said way at the intersection of the easterly property line of Assessors Map 69, Parcel 66 (132 Old South Road) to a line extending across said way extending the western sideline of Bunker Road (Airport);
- Hinsdale Road between a line extending across said way at the intersection of the easterly property line of Assessors Map 69, Parcel 30.3 (114 Hinsdale Road) to the western sideline of Bunker Road (Airport);

**Requested as part of Master Plan**

## **ARTICLE 107 - (Real Estate Conveyance: "Paper Streets" at the Airport)**

To see if the Town will vote to authorize the Board of Selectmen to sell, convey or otherwise dispose of the fee or lesser interests in all or any portion of land identified below, any such disposition to be on such terms and conditions the Board of Selectmen deem appropriate, which may include the reservation of easements and restrictions in regard to the following land:

- Old South Road between a line extending across said way at the intersection of the easterly property line of Assessors Map, 69, Parcel 66 (132 Old South Road) to a line extending across said way extending the western sideline of Bunker Road (Airport);
- Hinsdale Road between a line extending across said way at the intersection of the easterly property line of Assessors Map 69, Parcel 30.3 (114 Hinsdale Road) to the western sideline of Bunker Road (Airport).

All as shown on a map entitled "2015 Annual Town Meeting Warrant Article 107" dated January, 2015 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Board of Selectmen)

## **ARTICLE 108**

(Real Estate Conveyance: Creation of a Public Way for Beach Access)

To see if the town will vote to transfer the portion or portions of land shown on a plan filed at the Nantucket Registry of Deeds as Plan 2012-20 Filed on 04/04/2012 , and a portion of said plan set forth on a sketch plan titled with in this article as, "CREATION OF A PUBLIC RIGHT OF WAY ON EVERRET STREET AND ALONG AIPORT FENCE LINE TO ACCESS BEACH" from the Board of Selectman for such and also for the purpose of establishing an easement and public right of way for access to the beach including parking improvements and for the purpose of conveyance and further authorize the Board of Selectman to convey said portion of land to the Nantucket Islands Land Bank for public beach access purposes and installation of stairs to the beach. And further to see if the town will vote to raise and to appropriate, borrow, pursuant to any applicable statute, or transfer from available funds, for the survey and clearing and constructing the easement, right of way and parking area

improvements completed hereunder on the Lot 88 61 in Nantucket Registry of Deeds Book 84, Map 162 and 88 17 in Nantucket Registry of Deeds Book 81, and Map 416 located at the Nantucket registry of Deeds as well as a paper street known as Everett St located on Map 2012-20 Filed with the Nantucket Registry of Deeds on 04/04/2014 . Designate the area of land between the existing fence running northerly, of gate 29 (as it was located on 11/2014) to Madequecham road shall be cleared to the northerly property line of lot 88 61 from the existing fence line easterly to the eastern portion of the paper road known as Russell street. This area shall be designated as easements and a public right of way with stone markers to allow direct access to the beach via the newly created easement and along the portion of the paper road known as Everett St also listed as lot 111 on map 2014-011 filed with the Nantucket Registry of Deeds. Further, parking shall be allowed along the fence on Map 88 Parcel 61 and Map 88 parcel 17 and south of the Airport fence on Everett Rd also known as Lot 111 map 2014-011 filed with the Nantucket Registry of deeds to the easterly portion of Russell Street.

Further, if approval of the General Court is needed for any portion of this transaction, Or any governmental body or authorizing agency, to authorize the Board of Selectman to petition the general court or any governmental body or authorizing agency for the same, that the Town's representatives in the General Court be requested to introduce legislation set forth, and that the General Court be authorized, with the approval of the Nantucket Board of Selectmen, to vary the specific text of the requested legislation within the scope of the public policy objectives of the Home Rule Petition set forth with in this article:

And any action needed there to.

(Thomas Barada, et al)

#### **ARTICLE 109**

(Real Estate Conveyance: Madequecham Valley Road)

To see if the Town will vote to transfer land recorded at the Nantucket Registry of Deeds as shown on the plan entitled "PLAN OF LANDS SURFSIDE NANTUCKET< MASS" Dated September 1972 and prepared by Essex Survey, Ince, filed with the Nantucket Registry of Deeds as Plan File 3-D and other plans whether or not reference to in this deed and further is also known as block 294 as shown on the Nobadeer Plan and is also deed recorded in book 75 page 183, and further is also known as Town of Nantucket Assessor's Map 88 parcel 63 and containing approximately 47,916 square feet (1.10 acres) of land, and described as shown on a sketch plan entitled "Madequecham Valley Beach Public Access " and filed here with in, from the Board of Selectman or Airport Commission, subject to G.L. c. 30B, for the purpose for which it is currently held to the Board of Selectman for the purpose of creating an easement of public right of way with access to the beach and public parking on said parcel and for the purpose of conveyance and to sell, convey, grant or otherwise transfer the fee, conservation restriction or other lesser interests in all or any portions of the parcel of land to the Nantucket Islands Land Bank or a governmental body or non-profit entity, whose purpose includes the conservation of open space, for conservation, open space or recreational purposes including creation of public use and access to the beach or take any action related thereto.

(Thomas Barada, et al)



FYI

**ARTICLE 42 THIS ARTICLE NOT IN ITS ENTIRETY**

(Zoning Bylaw Amendment/Home Rule Petition: Coastal Erosion Liability Waiver)

To see if the Town will vote to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket, Section 139-26, as follows (NOTE: new language is shown as highlighted text; these methods to denote changes are not meant to become part of the final text and, further, that non-substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket); and to further authorize the Board of Selectmen to file a Home Rule Petition with the General Court to effectuate the purposes and intent of the zoning amendment should it be deemed necessary and/or prudent to do so by the Board of Selectmen:

[4] The issuance of a building permit for construction on Shorefront Land or within 300 feet of Shorefront Land shall be required to, in exchange for the issuance of the building permit required by this Section, execute a release, hold harmless and indemnification agreement ("Release") relative to said permitting and the potential for coastal erosion and impacts on or elimination of public access to the property at issue. Said Release shall be maintained by the Building Commissioner.

(2) Any applicant seeking a building permit pursuant to the terms of this Section for construction on Shorefront Land or property within 300 feet of Shorefront Land shall be required to, in consideration for the issuance of the building permit required by this Section, execute a release, hold harmless and indemnification agreement ("Release") acknowledging the potential for coastal erosion in the vicinity of the property at issue and the potential for impacts on or elimination of public access to said property due to coastal erosion. Pursuant to said Release and the issuance of a permit, the applicant shall understand and be advised that the proposed construction/reconstruction site at or within 300 feet of the Shorefront Land may be subject to extraordinary hazards and damage from waves during storms, erosion, retreat, settlement, sinking, or subsidence and said Owner shall assume full and sole risk for such hazards, including any restrictions on public access to said property. As such, the Owner shall unconditionally waive any present, future, and unforeseen causes of action and claims of liability on the part of the Town arising from the aforementioned or other natural hazards and relating to said permit approval and resultant construction, as a condition of approval. Further, the Owner shall agree to indemnify and hold harmless the Town and its departments, boards, officials and employees for any acts or omissions and related cost of defense, including, but not limited to, claims related to impacts on or reductions in public access to said property, arising from the aforementioned or other natural hazards whether such claims should be stated by the Owner, Owner's successor-in-interest and/or third parties.

D. Issuance of permits. Upon receiving the application, the Building Inspector shall examine the same within a reasonable time after filing. The Zoning Enforcement Officer shall provide the Building Commissioner with a certificate of compliance with this chapter. If the application does not conform to the provisions of all pertinent local laws, the Building Commissioner shall reject such application in writing, stating the reasons therefore, within 30 days of the submission of a complete application.

(1) He shall inform the applicant of his right of appeal to the Board of Appeals in the event such application is rejected.

(2) If satisfied that the proposed work and/or use conforms to the provisions of this chapter and all laws and ordinances applicable thereto, he shall issue a building or use permit thereto, within 30 days of the submission of a complete application.

(3) The issuance of a permit for construction on Shorefront Land or within 300 feet of Shorefront Land shall be required to, in exchange for the issuance of the building permit required by this Section, execute a release, hold harmless and indemnification agreement ("Release") relative to said permitting and the potential for coastal erosion and impacts on or elimination of public access to the property at issue. Said Release shall be maintained by the Building Commissioner.

Applicants for a temporary permit to engage in construction on Shorefront Land or within 300 feet of Shorefront Land shall be required to, in exchange for the issuance of a temporary building permit, execute a release, hold harmless and indemnification agreement ("Release") relative to said permitting and the potential for coastal erosion or impacts on or elimination of public access to the property at issue.

#### ARTICLE 65

(Zoning Bylaw Amendment: Definitions/Ownership)

To see if the Town will vote to amend the Nantucket Zoning By-law, Nantucket Code, Chapter 139, Section 2, Definitions, by inserting therein in alphabetical order the following new definition:

OWNERSHIP Record title to land, as shown upon deeds or other muniments of title on file at the Nantucket Registry of Deeds, the Nantucket Registry District of the Land Court, the Registries of Probate, or other applicable public offices.

or take other action with regard thereto.

(Arthur I. Reade, Jr., et al)

#### ARTICLE 66

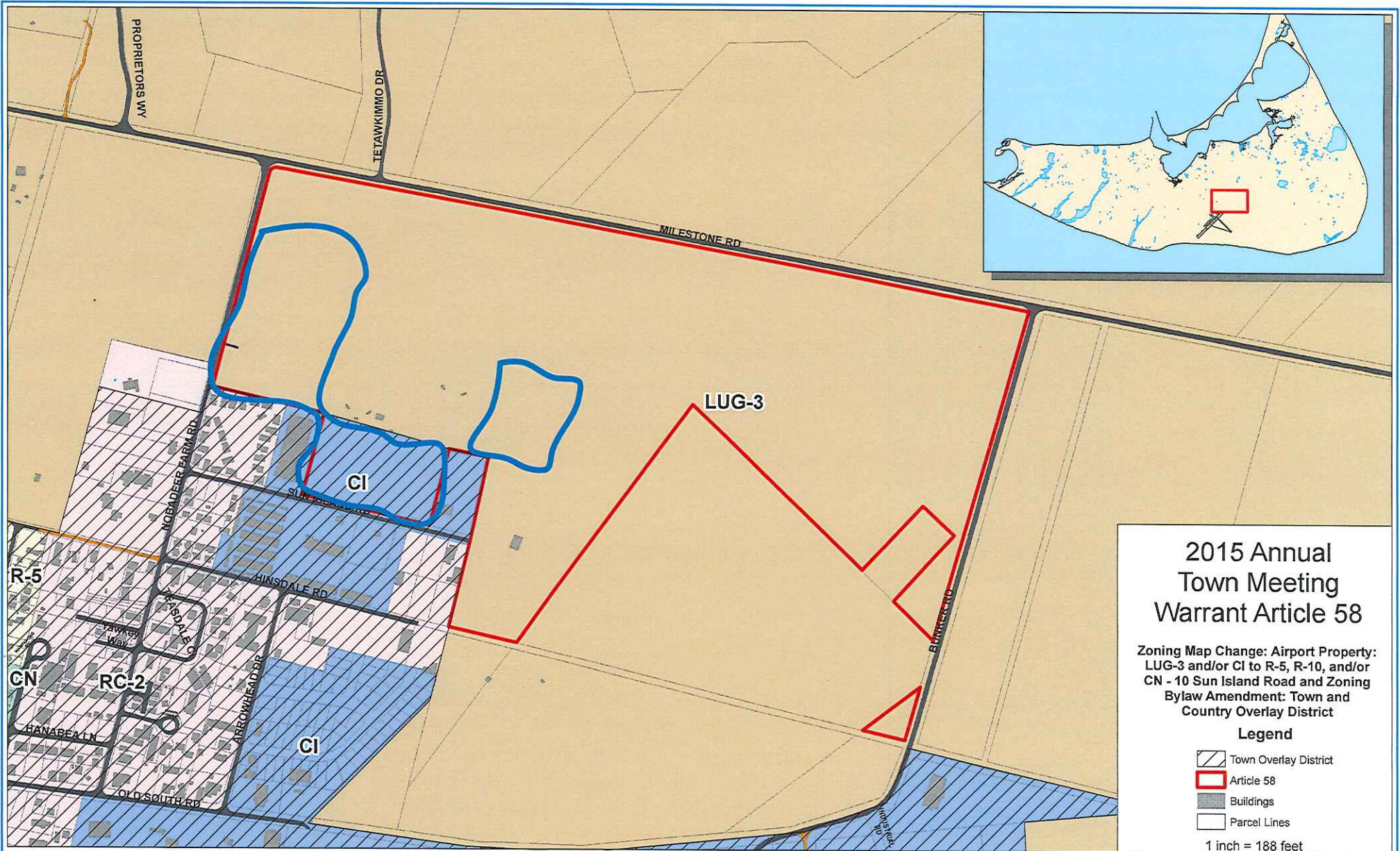
(Zoning Bylaw Amendment: Definitions/Municipal)

To see if the Town will vote to amend the Nantucket Zoning By-law, Nantucket Code, Chapter 139, Section 2, Definitions, by inserting therein in alphabetical order the following new definition:

MUNICIPAL Of or by the Town of Nantucket, the County of Nantucket, or any agency, board or department thereof; and specifically including the Nantucket Islands Land Bank.

or take other action with regard thereto.

(Arthur I. Reade, Jr., et al)



## 2015 Annual Town Meeting Warrant Article 58

**Zoning Map Change: Airport Property:  
LUG-3 and/or CI to R-5, R-10, and/or  
CN - 10 Sun Island Road and Zoning  
Bylaw Amendment: Town and  
Country Overlay District**

**Legend**

- Town Overlay District
- Article 58
- Buildings
- Parcel Lines

1 inch = 188 feet

**Data Sources:**  
The planimetric data on this mapsheet is based primarily upon information of April, 2013 aerial photography. It was compiled to meet the ASPRS Standard for Class 1 Map Accuracy for 1"=100' scale maps.

The parcel boundaries are based primarily upon the Tax Assessor's data through December, 2013.

The data on this mapsheet represents the efforts of the Town of Nantucket and other cooperating organizations to record and control pertinent geographical and related information utilizing the capabilities of the Nantucket Geographic Information System (GIS). The GIS staff maintains an ongoing program to record and correct errors in those data that are brought to its attention. The Town of Nantucket makes no claims as to the absolute validity or reliability of these data or their fitness for any particular use.



### Town of Nantucket - GIS Mapsheet



Nantucket governmental agencies will not necessarily approve applications based solely on GIS data. Applicants for permits and licenses shall figure out the relevant agency for applicable requirements. The presence of information on this mapsheet does not necessarily imply public right-of-way or the right of public access.

Please send identification of any errors and corresponding corrections to:

GIS Coordinator  
Town of Nantucket  
2 Fairgrounds Road  
Nantucket, MA 02554

January, 2015



## 2015 Annual Town Meeting Warrant Article 100

Long-term Lease Authorization:  
Airport Road Parcel

### Legend

- Article 100
- Parcel Lines

1 inch = 50 feet

**Data Sources:**  
The planimetric data on this mapsheet is based primarily upon interpretation of April, 2013 aerial photography. It was compiled to meet the ASPRS Standard for Class 1 Map Accuracy for 1"=50' scale maps.

The data on this mapsheet represents the efforts of the Town of Nantucket and other cooperating organizations to record and compile pertinent geographical and related information utilizing the capabilities of the Nantucket Geographic Information System (GIS). The GIS staff maintains an ongoing program to record and correct errors in these data that are brought to its attention. The Town of Nantucket makes no claims as to the absolute validity or reliability of these data or their fitness for any particular use.



## Town of Nantucket - GIS Mapsheet

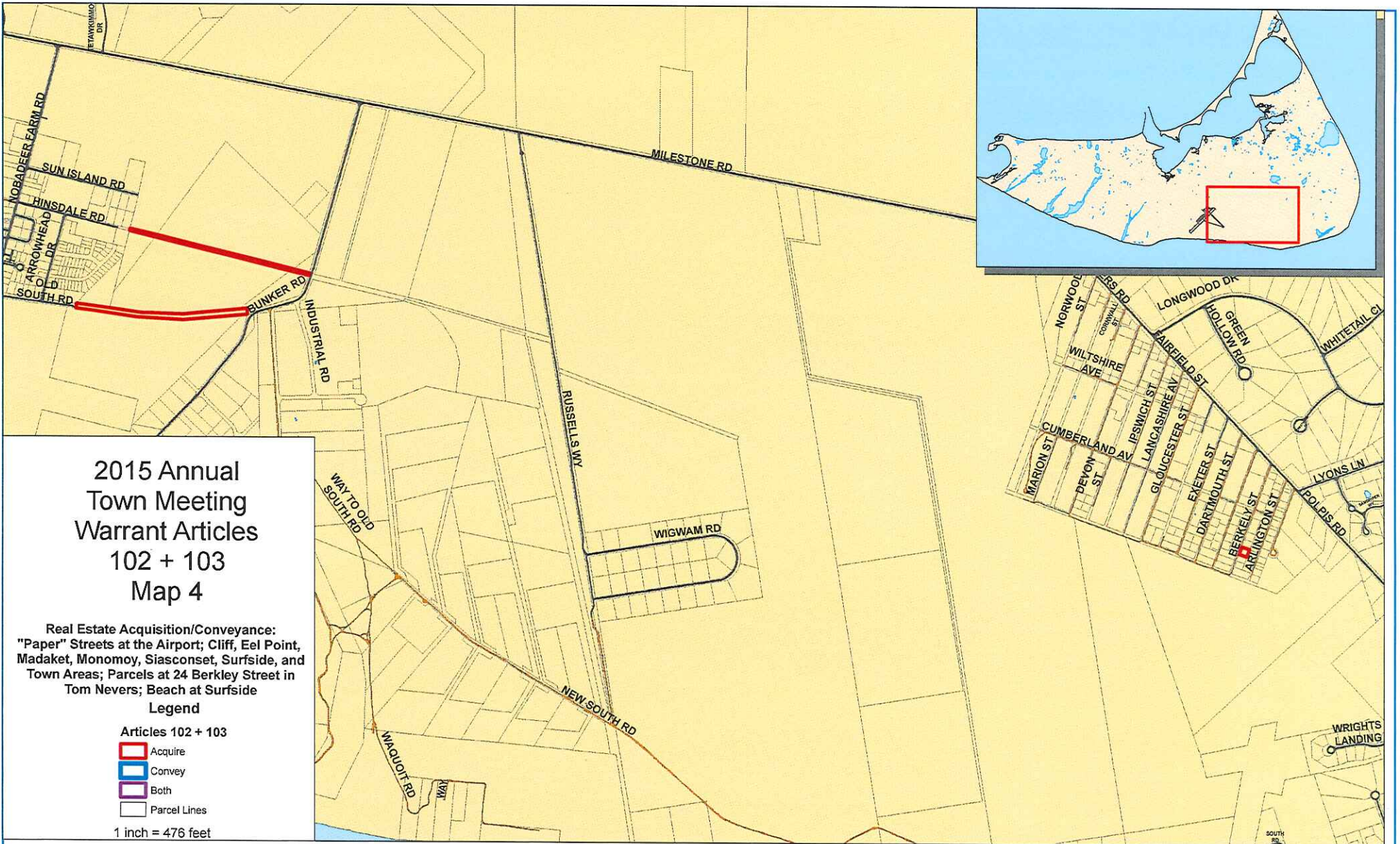


Nantucket governmental agencies will not necessarily assume  
responsibility based solely on GIS data. Applications for services and  
licensing must comply with the relevant Agency for applicable requirements.  
The presence of information on this mapsheet does not necessarily imply  
public right-of-way or the right of public access.

Please send identification of any errors  
and corresponding corrections to:

GIS Coordinator  
Town of Nantucket  
2 Fairgrounds Road  
Nantucket, MA 02554

January, 2015



2015 Annual  
Town Meeting  
Warrant Articles  
102 + 103  
Map 4

Real Estate Acquisition/Conveyance:  
"Paper" Streets at the Airport; Cliff, Eel Point,  
Madaket, Monomoy, Siasconset, Surfside, and  
Town Areas; Parcels at 24 Berkley Street in  
Tom Nevers; Beach at Surfside

- Legend
- Articles 102 + 103
  - Acquire
  - Convey
  - Both
  - ▭ Parcel Lines
- 1 inch = 476 feet

**Data Sources:**  
The planimetric data on this mapsheet is based primarily upon integration of April, 2013 aerial photography. It was compiled to meet the ASPRS Standard for Class 1 Map Accuracy for 1"=100' scale maps.  
The parcel boundaries are based primarily upon the Tax Assessor's data through December, 2013.

The data on this mapsheet represents the efforts of the Town of Nantucket and other cooperating organizations to record and compile pertinent geographical and related information utilizing the capabilities of the Nantucket Geographic Information System (GIS). The GIS staff maintains an ongoing program to record and control errors in these data and are brought to its attention. The Town of Nantucket makes no claims as to the absolute validity or reliability of these data or their fitness for any particular use.



Town of Nantucket - GIS Mapsheet

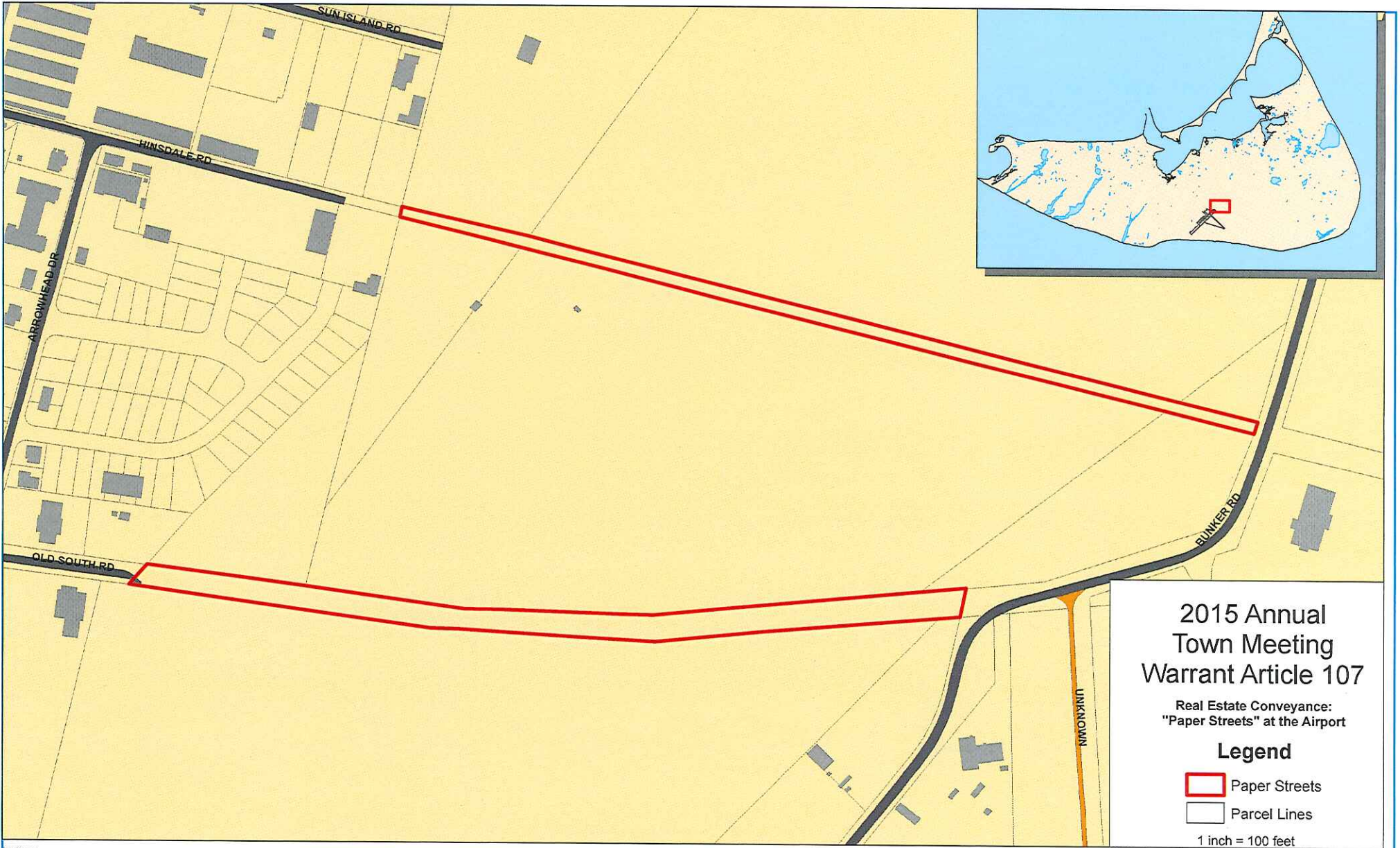


Nantucket governmental agencies will not necessarily approve operations based solely on GIS data. Applicants for permits and licenses must inquire of the relevant agency for applicable requirements.  
The presence of information on this mapsheet does not necessarily imply public right-of-way or the right of public access.

Please send identification of any errors and corresponding corrections to:

GIS Coordinator  
Town of Nantucket  
2 Fairgrounds Road  
Nantucket, MA 02554

January, 2015



## 2015 Annual Town Meeting Warrant Article 107

Real Estate Conveyance:  
"Paper Streets" at the Airport

### Legend

- Paper Streets
- Parcel Lines

1 inch = 100 feet

**Data Sources:**  
The geographic data on this mapsheet is based primarily upon interpretation of April, 2013 aerial photography. It was compiled to meet the ASPRS Standard for Class 1 Map Accuracy for 1"=100' scale maps.

The data on this mapsheet represents the efforts of the Town of Nantucket and other cooperating organizations to record and compile pertinent geographic and related information utilizing the capabilities of the Nantucket Geographic Information System (NGIS). The GIS staff maintains an ongoing program to review and correct errors in these data that are brought to its attention. The Town of Nantucket makes no claims as to the absolute validity or reliability of these data or their fitness for any particular use.



## Town of Nantucket - GIS Mapsheet

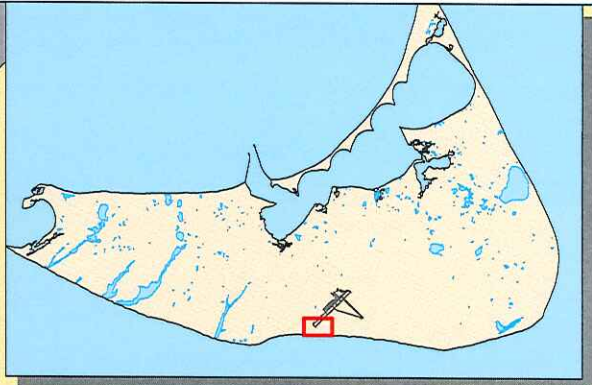
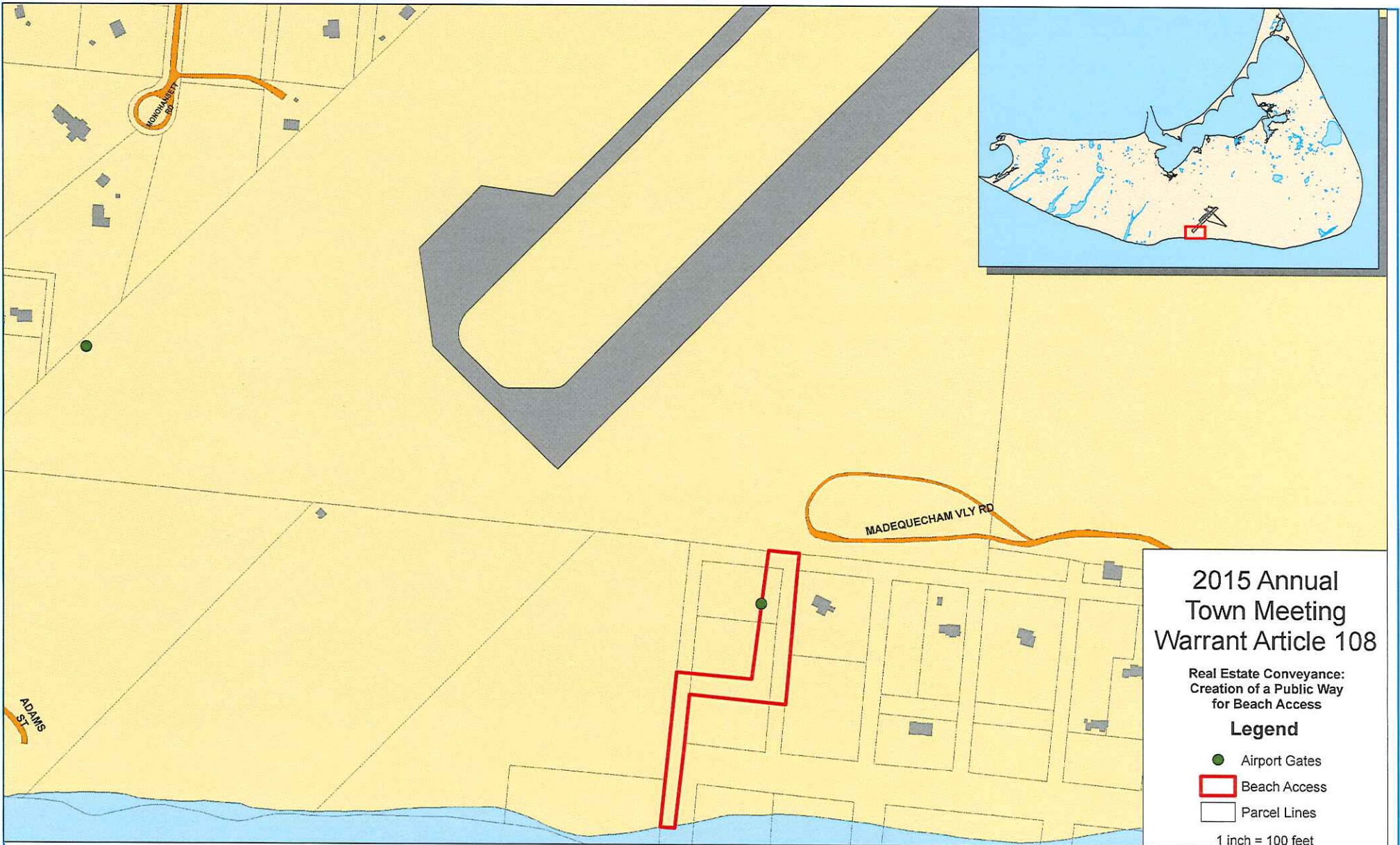


Nantucket governmental agencies will not necessarily assume responsibility based solely on GIS data. Applications for permits and licenses shall require approval of the relevant agency for applicable regulations. The presence of information on this mapsheet does not necessarily imply public right-of-way or the right of public access.

Please send identification of any errors and corresponding corrections to:

GIS Coordinator  
Town of Nantucket  
2 Fairgrounds Road  
Nantucket, MA 02554

January, 2015



## 2015 Annual Town Meeting Warrant Article 108

**Real Estate Conveyance:  
Creation of a Public Way  
for Beach Access**

### Legend

- Airport Gates
- Beach Access
- Parcel Lines

1 inch = 100 feet

**Data Sources:**  
The planimetric data on this mapsheet is based primarily upon interpretation of April, 2013 aerial photography. It was compiled to meet the ASTM Standard for Class I Map Accuracy for 1"=100' scale maps.  
The parcel boundaries are based primarily upon the Tax Assessor's data through December, 2013.

The data on this mapsheet represents the efforts of the Town of Nantucket and other cooperating organizations to record and compile pertinent geographical and related information utilizing the capabilities of the Nantucket Geographic Information System (NGIS). The GIS staff maintains an ongoing program to record and correct errors in these data that are brought to its attention. The Town of Nantucket makes no claims as to the absolute validity or reliability of these data or their fitness for any particular use.



# Town of Nantucket - GIS Mapsheet

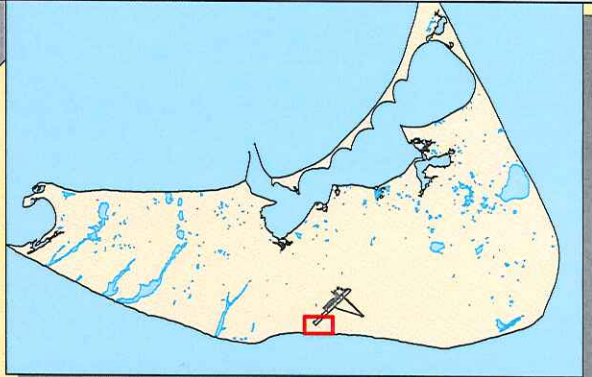
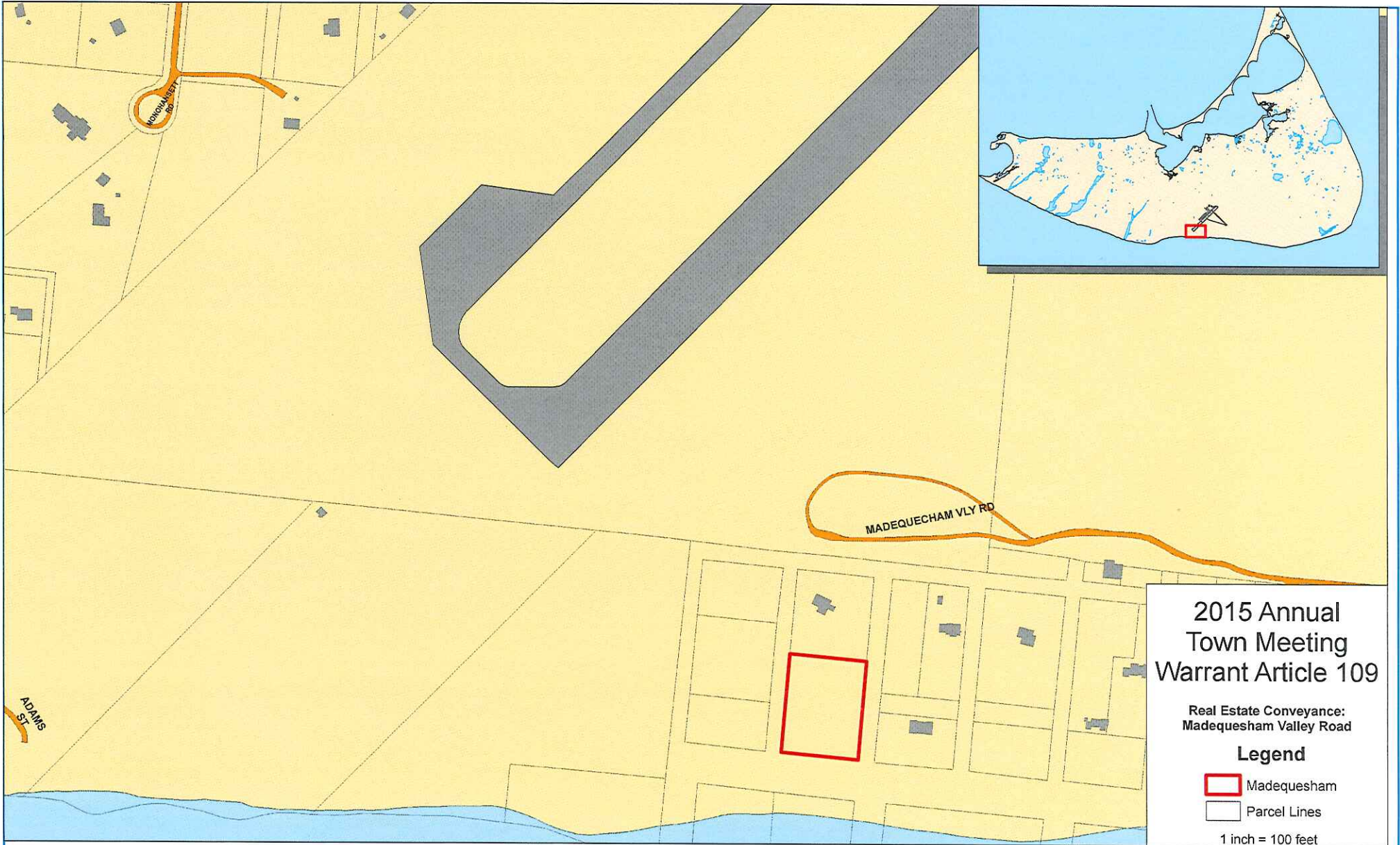


Nantucket governmental agencies will not necessarily approve applications based upon GIS data. Applicants to permit and license must inquire of the relevant agency for applicable requirements.  
The quality of information on this mapsheet does not necessarily imply actual right-of-way or the right of public access.

Please send identification of any errors and corresponding corrections to:

GIS Coordinator  
Town of Nantucket  
2 Fairgrounds Road  
Nantucket, MA 02554

January, 2015



## 2015 Annual Town Meeting Warrant Article 109

Real Estate Conveyance:  
Madequesham Valley Road

### Legend

- Madequesham
- Parcel Lines

1 inch = 100 feet

**Data Sources:**  
The planimetric data on this mapsheet is based primarily upon interpretation of Aerial, 2013 aerial photography. It was compiled to meet the ASPRS Standard for Geospatial Information Accuracy for 1"=100' scale maps.  
The parcel boundaries are based primarily upon the Tax Assessor's data through December, 2013.

The data on this mapsheet represents the efforts of the Town of Nantucket and other cooperating organizations to record and compile pertinent geographical and related information utilizing the capabilities of the Nantucket Geographic Information System (GIS). The GIS staff maintains an ongoing program to record and correct errors in these data that are brought to its attention. The Town of Nantucket makes no claims as to the absolute validity or reliability of these data or their fitness for any particular use.



# Town of Nantucket - GIS Mapsheet



Nantucket governmental agencies will not necessarily assume  
liability based upon GIS data. Applicants for permits and  
licenses must inquire of the relevant agency for applicable requirements.  
The presence of information on this mapsheet does not necessarily imply  
public right-of-way or the right of public access.

Please send identification of any errors  
and corresponding corrections to:

GIS Coordinator  
Town of Nantucket  
2 Fairgrounds Road  
Nantucket, MA 02554

January, 2015



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

March 2, 2015

Planning Board, Town of Nantucket  
C/O Mr. Andrew Vorce, AICP  
Director of Planning,  
2 Fairgrounds Road  
Nantucket, MA 02554

Dear Planning Board Members:

Please accept this letter in support of Article 58 in the Warrant for the upcoming 2015 Annual Town Meeting relating to requested zoning changes, and titled “Zoning Map Change: Airport Property: LUG-3 and/or CI to R-5, R-10, and/or CN – 10 Sun Island Road and Zoning Bylaw Amendment: Town and Country Overlay District.”

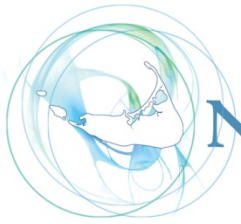
As discussed with the Airport Manager, these requested changes resulted from the Airport Master Planning process which is in the final stages of completion. The Airport Commission fully supports these changes and believes them to be in the best interest of the airport and the community.

Should you have any questions, or need additional information relating to this request, please don't hesitate to contact Tom Rafter, Airport Manager at 508-325-5300 or [trafter@nantucketairport.com](mailto:trafter@nantucketairport.com).

Thank you in advance for your consideration and assistance in this matter.

Regards,

Daniel W. Drake, Chairman  
Nantucket Memorial Airport Commission



NantucketEnergy

Propane your way.

8b Amelia Drive  
Nantucket, MA 02554  
ph 508 228.6240  
fx 508 228.7026  
[www.nantucketenergy.com](http://www.nantucketenergy.com)

Philip Marks III  
Manager Owner  
Atlantic AEolus Corp. Nantucket Energy LLC.  
8b Amelia Dr.  
Nantucket, MA 02554

February 13, 2015

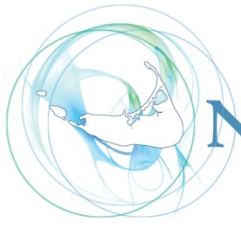
Janine M. Torres  
Office Manager  
Nantucket Memorial Airport  
14 Airport Rd, Unit 1  
Nantucket, MA 02554

Dear Janine,

This is a request to sublet to Brant Point Marine a portion of my lot on the North end for the purposes of storing boats.

Sincerely

Philip Marks III



# NantucketEnergy

Propane your way.

031015-5

8b Amelia Drive  
Nantucket, MA 02554  
ph 508 228.6240  
fx 508 228.7026  
[www.nantucketenergy.com](http://www.nantucketenergy.com)

Philip Marks III  
Manager Owner of Nantucket Energy LLC and Atlantic AEolus Corp.  
8b Amelia DR  
Nantucket MA 02554

February 13, 2015

Janine M. Torres  
Office Manager  
Nantucket Memorial  
14 Airport Rd, Unit 1  
Nantucket, MA 02554

Dear Janine,

I am formally requesting to extend the southern boundary of my lot by 70 feet.

Thanks for your attention to this matter.

Sincerely

Philip Marks III

S44°42'14"W 40.000' S44°42'14"W 1925.104'

N44°42'14"E

1021.42'

PROP LEASE X  
50518.62 SqFt  
1.160 Acres

PROP LEASE W  
50518.62 SqFt  
1.160 Acres

NRTA PARCEL  
33001.34 SqFt  
0.758 Acres

NRTA+ PARCEL  
23016.26 SqFt  
0.528 Acres

Atlantic  
Aeolus

S36°24'54"W  
LC=34.12'  
R=419.83'  
A=34.13'  
T=17.07'  
D=4°39'29"

LEASE 12-B  
21,780± S.F.  
0.50 Acres

LEASE 13  
43,560± S.F.  
1.00 Acres

LEASE 11  
29,478± S.F.  
0.85 Acres

LEASE 12-A  
21,780± S.F.  
0.50 Acres

S43°52'45"W 175.49'

S43°52'45"W 177.05'

107.000'

38.217' 32.651'

S38°44'38"W 70.868'

R=25.00'  
L=41.88'

704.55'

963.28'

643.74'

N43°52'45"E

280.00'

35.00'

109.00'

563.98'

139.98'

R=40.00'  
L=63.43'

R=55.00'  
L=85.70'

R=55.00'  
L=60.65'

LEASE 2  
43,560± S.F.  
1.00 Acres

LEASE 7  
41,366± S.F.  
0.95 Acres

PROP LEASE  
21,788± S.F.  
0.50± Acres

LEASE 1  
48,898± S.F.  
1.12± Acres

HARBOR  
FUEL OIL  
CORP.  
LEASE 3  
43,600± S.F.  
1.00± Acres

LEASE 5  
50,800± S.F.  
1.15 Acres

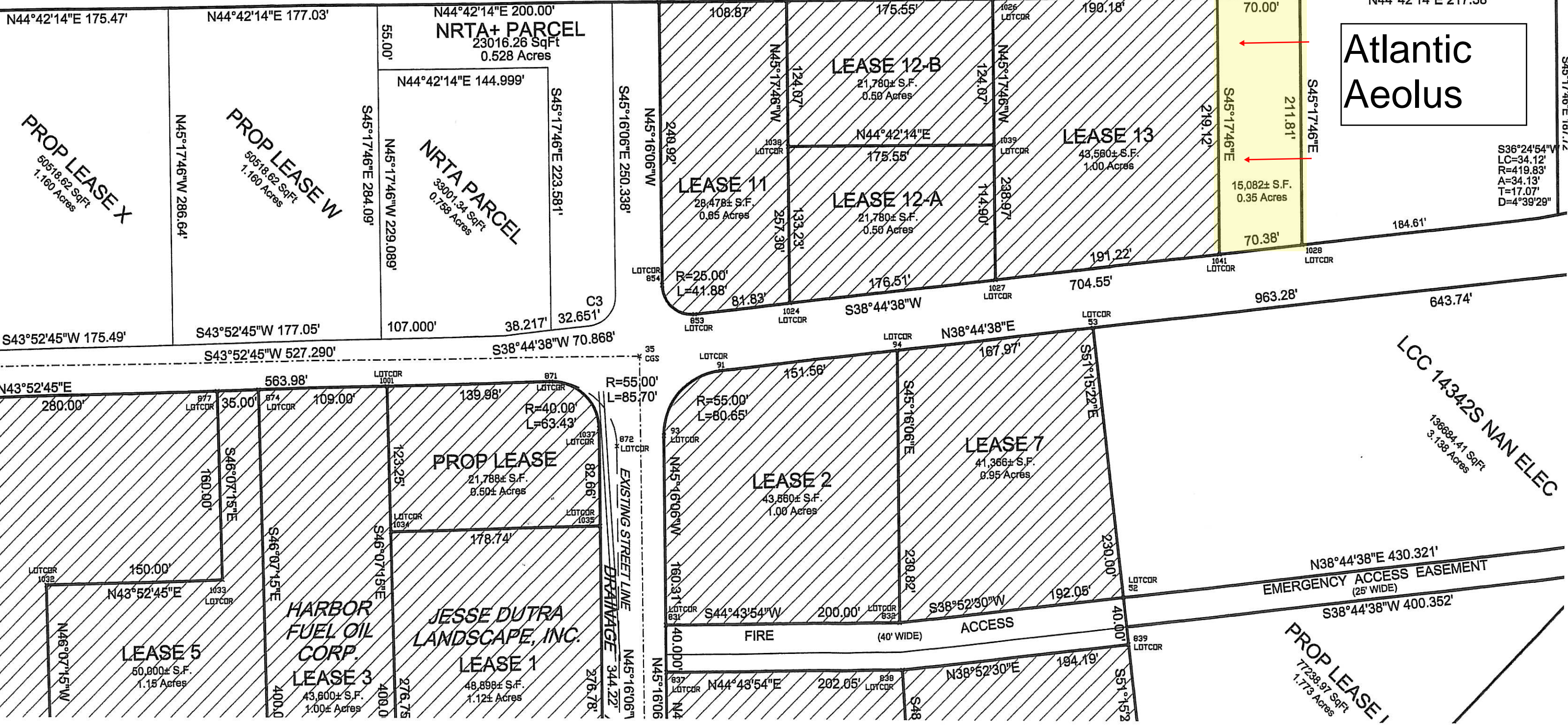
LCC 14342S NAN ELEC  
136684.41 SqFt  
3.138 Acres

EMERGENCY ACCESS EASEMENT  
(25' WIDE)  
N38°44'38"E 430.321'  
S38°44'38"W 400.352'

PROP LEASE I  
77238.97 SqFt  
1.773 Acres

EXISTING STREET LINE  
DRAINAGE  
344.22'

FIRE (40' WIDE) ACCESS

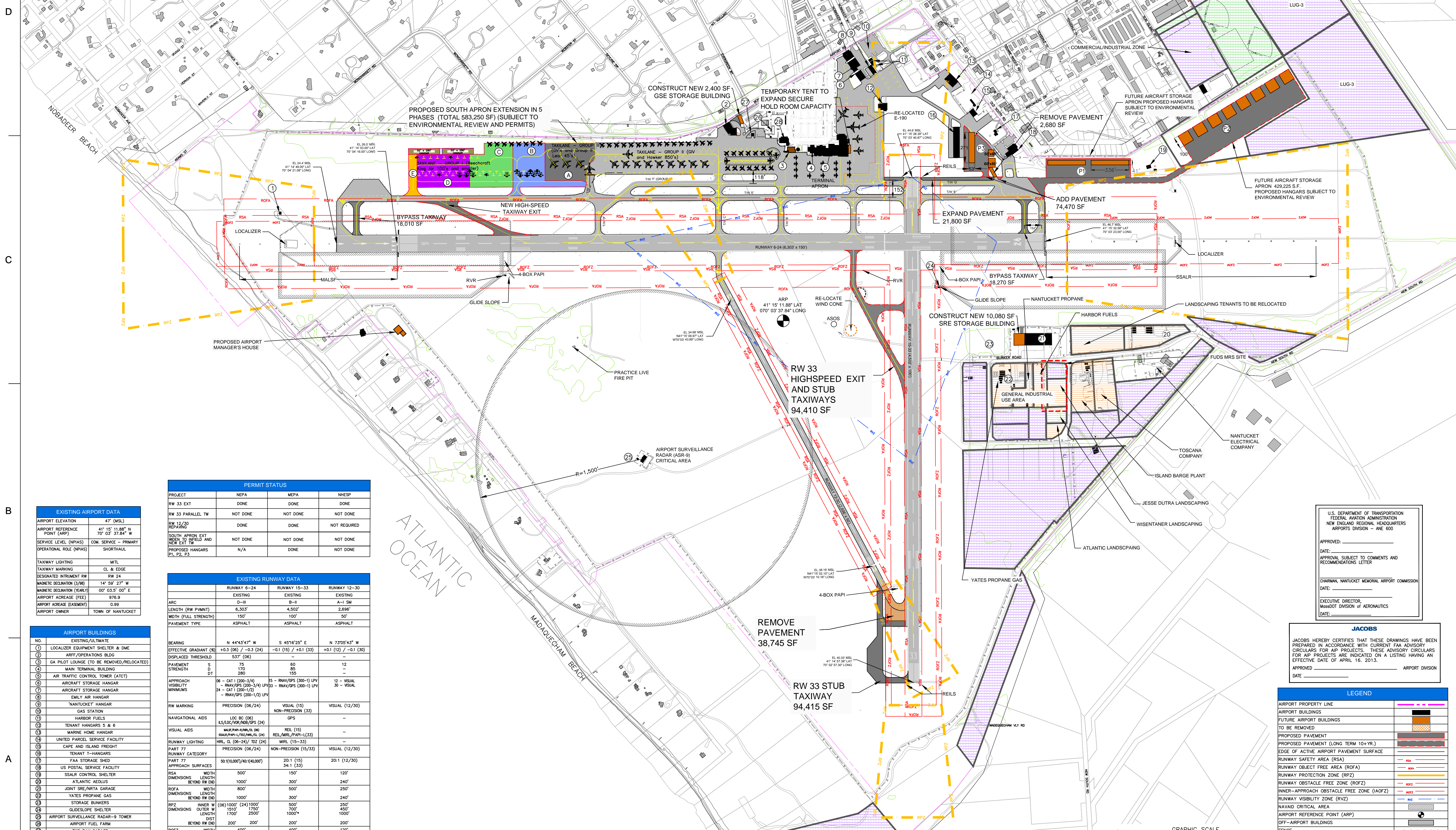


NON-CONFORMING CONDITIONS			
DESCRIPTION	EXISTING / PLANNED	STANDARD	REMARKS
1/4" E 1/4" F SEPARATION	125' (EXISTING)	AC 150/5000-13 TABLE 2-3. MIN. CENTERLINE SEPARATION FOR GROUP II IS 152'	MASTER PLAN RECOMMENDS DESIGNATING TW "F" AS GROUP I
R/W S SAFETY AREA LENGTH IS MAXIMUM PRACTICABLE LENGTH AND AREA	800' MIN (EXISTING)	AC 150/5000-13 TABLE 3-3. RSA LENGTH FOR GROUP II IS 1000'	HAZARDOUS MATERIALS A SEPARATE RSA STUDY DATED JANUARY 20, 2002, CONTAINS A R/W S SAFETY AREA DETERMINATION DATED 8/13/2009
R/W 15-33 WIDTH	100' (EXISTING)	AC 150/5000-13 TABLE 3-1. R/W WIDTH FOR R-1 WITH >2.4 M VISIBILITY IS 75'	APPROVED AS PER AIR NO. 24-03-0033-19. RECONSTRUCT RUNWAY 15-33

CERTIFIES THAT ALL AIRPORT ELEMENTS SHOWN ON THIS ALP ARE IN ACCORDANCE WITH THE CRITERIA CONTAINED WITHIN THE CURRENT EDITION OF FAA ADVISORY CIRCULAR 150/5000-13A, CHANGE ONE DATED 2/26/2014 EXCEPT WHERE NOTED AS SUBSTANTIATED ABOVE.

CERTIFICATION

(NAME OF SPONSOR) \_\_\_\_\_ NAME \_\_\_\_\_ DATE \_\_\_\_\_



EXISTING AIRPORT DATA	
AIRPORT ELEVATION	47' (MSL)
AIRPORT REFERENCE POINT (ARP)	41° 15' 11.88" N 70° 03' 37.84" W
SERVICE LEVEL (NPAS)	COM. SERVICE - PRIMARY
OPERATIONAL ROLE (NPAS)	SHORTHAUL
TAXIWAY LIGHTING	MITL
TAXIWAY MARKING	CL & EDGE
DESIGNATED INSTRUMENT RW	RW 24
MAGNETIC DECLINATION (3/98)	14° 59' 27" W
MAGNETIC DECLINATION (YEAR)	00° 03' 00" E
AIRPORT ACREAGE (FEE)	976.9
AIRPORT ACREAGE (EASEMENT)	0.99
AIRPORT OWNER	TOWN OF NANTUCKET

PERMIT STATUS			
PROJECT	NEPA	MEPA	NHESP
RW 33 EXT	DONE	DONE	DONE
RW 33 PARALLEL TW	NOT DONE	NOT DONE	NOT DONE
RW 12/30 REPAVING	DONE	DONE	NOT REQUIRED
SOUTH APRON EXT. WIDTH TO INFIELD AND NEW RW	NOT DONE	NOT DONE	NOT DONE
PROPOSED HANGARS P1, P2, P3	N/A	DONE	NOT DONE

EXISTING RUNWAY DATA			
	RUNWAY 6-24	RUNWAY 15-33	RUNWAY 12-30
EXISTING	EXISTING	EXISTING	EXISTING
AIC	D=0	D=0	D=0
LENGTH (RW POINT)	6,303'	4,507'	2,296'
WIDTH (FULL STRENGTH)	150'	100'	50'
PAVEMENT TYPE	ASPHALT	ASPHALT	ASPHALT

AIRPORT BUILDINGS			
NO.	EXISTING/ULTIMATE		
1	LOCALIZER EQUIPMENT SHELTER & DME		
2	ARRF/OPERATIONS BLDG		
3	GA PILOT LOUNGE (TO BE REMOVED/RELOCATED)		
4	MAIN TERMINAL BUILDING		
5	AIR TRAFFIC CONTROL TOWER (ATCT)		
6	AIRCRAFT STORAGE HANGAR		
7	AIRCRAFT STORAGE HANGAR		
8	EMILY AIR HANGAR		
9	NANTUCKET HANGAR		
10	GAS STATION		
11	HARBOR FUELS		
12	TENANT HANGARS 5 & 6		
13	MARINE HOME HANGAR		
14	UNITED PARCEL SERVICE FACILITY		
15	CAPE AND ISLAND FREIGHT		
16	TENANT T-HANGARS		
17	FAA STORAGE SHED		
18	US POSTAL SERVICE FACILITY		
19	SSALR CONTROL SHELTER		
20	ATLANTIC AEGULUS		
21	JOINT FIRE/ARMA GARAGE		
22	YATES PROPANE GAS		
23	STORAGE BUNKERS		
24	GLIDESLOPE SHELTER		
25	AIRPORT SURVEILLANCE RADAR-9 TOWER		
26	AIRPORT FUEL FARM		
27	TWO BAY GARAGE		
28	FRO/AIRPORT ADMIN BUILDING		
29	PROPOSED AIRCRAFT STORAGE HANGARS		
30	PROPOSED MULTI-USE COMBO HANGARS		
31	PROPOSED AIRCRAFT STORAGE HANGARS		

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

CERTIFICATION

(NAME OF SPONSOR) \_\_\_\_\_ NAME \_\_\_\_\_ DATE \_\_\_\_\_

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
NEW ENGLAND REGIONAL HEADQUARTERS  
AIRPORTS DIVISION - ANE 600

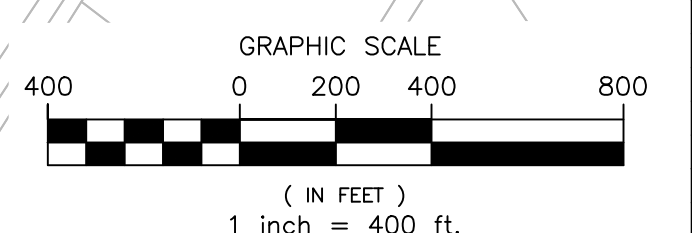
APPROVED: \_\_\_\_\_  
DATE: \_\_\_\_\_  
APPROVAL SUBJECT TO COMMENTS AND RECOMMENDATIONS LETTER

CHARMAN, NANTUCKET AIRPORT COMMISSION  
DATE: \_\_\_\_\_  
EXECUTIVE DIRECTOR,  
MASSDOT DIVISION OF AERONAUTICS  
DATE: \_\_\_\_\_

JACOBS  
JACOBS HEREBY CERTIFIES THAT THESE DRAWINGS HAVE BEEN PREPARED IN ACCORDANCE WITH CURRENT FAA ADVISORY CIRCULARS FOR AIR PROJECTS. THESE ADVISORY CIRCULARS FOR AIR PROJECTS ARE INDICATED ON A LISTING HAVING AN EFFECTIVE DATE OF APRIL 16, 2015.

APPROVED: \_\_\_\_\_ AIRPORT DIVISION  
DATE: \_\_\_\_\_

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



ULTIMATE AIRPORT LAYOUT PLAN DRAFT

Mark	Description	Date	Appr.

Designed by:	WER	Checked by:	HHM
Drawn by:	KLH	Reviewed by:	WER
Submitted by:		File name:	January 2015
		Plot scale:	1"=400'

NANTUCKET MEMORIAL AIRPORT  
NANTUCKET MASSACHUSETTS  
JACOBS  
TWO ENGLAND DRIVE SUITE 405  
BEDFORD, NH 03110

Sheet reference number:  
3  
3 OF 11

## **February Noise Complaint Summary:**

### **February 2015 – 2 Noise Complaints**

Two complaints were received from two different callers. Both involved VFR flights within noise abatement corridors.

Follow-up was accomplished with one caller: the other is still serving a 1-year ban.