

# NANTUCKET MEMORIAL AIRPORT COMMISSION

January 12, 2016

## Agenda

1. Announcements
  - a. This Meeting is Being Both Audio and Video Recorded
2. Review and Approve:
  - a. Agenda
  - b. 12/8/15 Draft Minutes
  - c. 12/22/15 Draft Minutes
  - d. Ratify 12/23/15 Warrant
  - e. Approve 1/13/16 Warrant
3. Public Comment
4. Pending Matters
  - a. **042214-2** Formerly Used Defense Site (FUDS) Status
  - b. **011315-2** General Fund Repayment Proposal and Discussion of In-Kind Services
  - c. **122215-2** Gift Shop Rent Abatement Request
5. Pending Leases/Contracts as Set Forth on Exhibit 1, which Exhibit is Herein Incorporated by Reference
6. **122215-1** Air Service Update
7. **031015-1** Airline Incentive Plan Discussion
8. **011216-1** Emily Air LLC Request for Sub-Lease to Fly Blade, Inc.
9. **011216-2** Review and Discussion of Proposed Solar ATM Articles
10. Manager's Report
  - a. Project Updates
    - i. Modernization of the Air Traffic Control Tower
      - a) **011216-3** General Construction Contract Change Order Policy
      - b) **011216-4** Ratify PCO's 002, 003 & 004
    - b. RFP/Bid Status
    - c. Operations Update
    - d. Statistics
    - e. Personnel Report
11. Commissioner's Comments
12. Public Comment
13. Executive Session – G.L. c.30A, §21 (a)
  - a. Review ES minutes of 8/28/12, 9/18/12, 12/4/12, 12/11/12, 2/26/13, 5/28/13, 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, 11/25/14, 2/24/15, 3/10/15, 4/14/15, 5/12/15, 6/9/15, 7/14/15, 8/11/15, 9/8/15, 10/13/15, and 11/10/15 for possible release; and 12/8/15 and 12/22/15 for review and possible release, and
  - b. Clause 3: To discuss strategy with respect to threatened litigation with respect to the completion of the GA Building. The Chair has determined that an open session may have a detrimental effect on the litigation position of the Airport Commission, and
  - c. Clause 6: To consider the purchase, exchange, lease or value of real property with respect to Exhibit A. The Chair has determined that an open session may have a detrimental effect on the negotiation position of the Airport Commission, and
  - d. Clause 3 & 6: To consider the purchase, exchange, lease or value of real property and to discuss pending litigation to Gatto vs. Town. The Chair has determined that an open session may have a detrimental effect on the negotiation and/or litigation position of the Airport Commission.



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

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



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

**DRAFT**

**AIRPORT COMMISSION MEETING**

**December 8, 2015**

The meeting was called to order at 5:00 pm by Chairman Daniel Drake with the following Commissioners present: Arthur Gasbarro, Anthony Bouscaren, and Jeanette Topham. Participating by phone, due to geographical separation, was Andrea Planzer.

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

Airport employees present were: Thomas Rafter, Airport Manager, David Sylvia, Compliance Manager, Jamie Sandsbury, Business & Finance Manager, Mae Williams, Administrative Assistant, and Janine Torres, Office Manager.

Mr. Drake announced the meeting was being video and audio recorded.

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

Ms. Topham made a **Motion** to approve the 11/10/15 minutes. **Second** by Mr. Bouscaren and **Passed** by the following roll-call vote:

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

Mr. Bouscaren made a **Motion** to ratify the Warrant of 11/18/15. **Second** by Ms. Planzer and **Passed** by the following roll call vote:

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

Mr. Bouscaren made a **Motion** to approve the Warrant of 12/9/15. **Second** by Ms. Topham and **Passed** by the following roll-call vote:

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

### **Public Comment**

None.

### **Pending Matters**

- **042214-2 Formerly Used Defense Site (FUDS) Status** - Mr. Rafter reported the MRS pile #1 sample results are due at the end of December. **Stockpile X** screening will take place in January and will result in a remedial investigation report for both MRS Site and Stockpile X that is due by March or April 2016. The Army Corps of Engineers (ACE) did not find anything in their preliminary investigation.
- **11315-2 General Fund Repayment Proposal** - Mr. Rafter reported the Director of Municipal Finance, is working with Town Counsel to review comments based on a budget review with the Town Manager.
- **111015-1 Nantucket Wine Festival Hangar Event** – A Special Event Permit and preliminary plan has been submitted by the Nantucket Wine Festival. Mr. Rafter noted his satisfaction and will base his final approval on Receiving a final plan with scheduled. Mr. Gasbarro suggested there be a base fee plus costs for any future Special Events that will be included in the next Rates and Charges review.

### **Pending Leases and Contracts**

Mr. Rafter presented the following Leases and Contracts:

- **MHQ, Inc.** – Capital Budget purchase contract for (1) Ford F250 Vehicle for Airport Operations in the amount of \$42,483.
- **Superior Tire & Rubber Corp.** – Operating Budget purchase contract for a plow blade for Airport Loader in the amount of \$1,503.02 - *PENDING*
- **ENE Systems, Inc.** – Service contract for \$2,127 to provide labor and materials for Troubleshooting Johnson Control (Metasys) Direct Digital Control (DDC) System in Aircraft Rescue Fire Fighting (ARFF) Building.
- **Country Club Enterprises, Inc.** – Capital Budget purchase contract for (2) 2016 Villager 8-passenger Golf Carts in the amount of \$22,988. - *PENDING*
- Mr. Rafter noted the Lease Amendment for **Wisentaner, Inc.** remains pending.

Mr. Gasbarro made a **Motion** to approve the contracts with MHQ, Inc. and ENE Systems, Inc. **Second** by Ms. Topham and **Passed** by the following roll-call vote:

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

### **Finance**

- **111015-3 – FY17 Budget Review and Possible Approval** – Mr. Rafter noted the only change made to the Budget presented at the November meeting was to the Contingency line, increasing the amount to \$25,000 as directed. Discussion continued regarding the detailed improvement to the budget.

Mr. Gasbarro made a **Motion** to approve the budget as presented. **Second** by Ms. Topham and **Passed** by the following roll-call vote:

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

- **011315-2 – Declaration of Surplus Property – 10 Airport Road** – Mr. Gasbarro recused himself from the discussion. Mr. Rafter explained the Airport Gas Lease is expiring in 2018 and the parcel must be placed out to bid for a new term. The Declaration of Surplus Property is required under M.G.L. c30B for the disposal by lease or sale- of real property. The square foot lease value of \$1.11 was based on an appraisal. Mr. Drake remarked the other commercial activities currently operating on the property or that may be allowed on the property might be considered will be addressed in the Request for Proposal (RFP).

Mr. Boscaren made a **Motion** to approve the Declaration of Surplus Property for the parcel known as 10 Airport Road. **Second** by Ms. Topham and **Passed** by the following roll-call vote:

Ms. Topham – Aye  
Mr. Boscaren – Aye  
Ms. Planzer – Aye  
Mr. Drake – Aye

Mr. Gasbarro returned to the Commission panel.

- **120815-2 – MassDOT Aeronautics Revised Grant #63 – ARFF Vehicle-** Mr. Rafter presented a revision to MassDOT Grant #63 that increased the amount by \$286 to include the cost of the emergency radios.

Mr. Gasbarro made a **Motion** to accept the revised MassDOT Grant. **Second** by Mr. Boscaren and **Passed** by the following roll-call vote:

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

**Manager’s Report** – Mr. Rafter reported:

**Project Updates**

- North Ramp Rehab project is complete. The final inspection has been completed by the Federal Aviation Administration (FAA) and MassDOT. Close out documents are being prepared.
- Air Traffic Control Tower cab has been encapsulated with a steel and plywood enclosure to allow work on the cab without exposure to the winter elements.
- Mr. Rafter and Mr. Karberg will be meeting with Natural Heritage on Friday, December 11, 2015 to review and discuss the related Airport Master Plan projects to be completed prior to the long-term Environmental Notification Form (ENF).

**RFP/Bid Status** – Mr. Rafter reported:

- Fuel Farm Inspection bids have been opened and are under review.
- Terminal Vestibule Repairs related to last winter's damage has been put out to bid.
- Rental car concession RFP is advertised with proposals due back December 21, 2015. An addendum will be issued to address concerns raised by a proposer.
- Snow Removal Equipment (SRE) bid protest has been investigated. The Airport will be proceeding with awarding the bid to the lowest bidder; Kodiak America.
- Airport Gas parcel RFP draft is complete.

**Operations** – Mr. Rafter reported:

- Maintenance has designed and crafted temporary covers for the overhead doors in the Terminal Seasonal Arrivals area to reduce heat loss.
- Maintenance participated in a Town sponsored Snow Plowing Safety Course.
- Fuel sales for the Thanksgiving holiday weekend were down.
- Statistics for Christmas Stroll are not yet known. The Chamber of Commerce mistakenly advertised free landing fees for Christmas Stroll. Mr. Rafter is addressing this issue.
- FY17 Capital Requests will be reviewed with the Finance Committee on Tuesday, December 15, 2015.
- Airport 1 (ARFF truck) has developed mechanical issues and is presently out of service.
- A small grease fire occurred in Crosswinds restaurant on Tuesday, December 8, 2015, causing the terminal to be evacuated. The restaurant was temporarily shut down and repairs to their grill should be completed by Wednesday, December 9, 2015.
- Mr. Rafter is contemplating attending a Routes America Conference in February, but the cost and location are still being reviewed.

Mr. Gasbarro addressed the Airport's obligations requiring regular maintenance reports from tenants. It was suggested that when new leases are written, maintenance records be supplied to the Airport per the lease agreement. Mr. Rafter agreed and added the cost to repair the smoke detectors in the restaurant will be passed onto the tenant.

**Statistics** – Mr. Rafter reviewed the October 2015 statistics:

- Operations are up 5.27% over October 2014. Year-to-date up 2.05%
- Enplanements are down 2.72% from October 2014. Year-to-date down 4.08%. The Boston market with Cape Air showed a slight increase, Nantucket Air and Island Airlines Hyannis market is down. Jet Blue showed a 25% increase over 2014. New Bedford market is down. Cape Air for White Plains is up 75% and Jet Blue for JFK is up significantly with 27% increase. Martha's Vineyard is down significantly due to limited service.
- October Jet A gallons sold are up .7% over October 2014. October year-to-date up 5.90%. November down 37% but up year-to-date 5%.
- October AvGas gallons sold are up 4.27%. October year-to-date up 4.85%. November up 14%, Year-to-date up 6%
- Freight shows no change over October 2014. Year-to-date down 1.39%
- 1 Noise Complaints filed for October.
- 2 Noise Complaints filed for November.

**Personnel Report** – Mr. Rafter reported:

- Michelle Allen was hired as an FBO Customer Service Representative replacing Willma Perez who was promoted to FBO Supervisor.
- Basil Edwards has been hired as a Custodian replacing Koche Rodriguez.

## Commissioners Comments

None

## Public Comment

None

Having no further business for Open Session Mr. Gasbarro made a **Motion** to go into Executive Session, not to return to Open Session, under G.L. c.30A, §21(a), to review Executive Session Minutes as enumerated on the agenda for review and possible release; (b) under Clause 3 to discuss strategy with respect to threatened litigation with respect to the completion of the GA building; (c) under Clause 6, to consider the purchase, exchange, lease or value of real property with respect to Exhibit A of the Airport Layout Plan; (d) under Clause 3 & 6, to consider the purchase, exchange, lease or value of real property and to discuss pending litigation to Gatto vs. Town. The Chair has determined that an open session may have a detrimental effect on the negotiation/litigation position of the Airport Commission. **Second** by Ms. Planzer and **Passed** by the following roll-call vote:

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

Meeting adjourned at 5:35 pm

Respectfully submitted,

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Janine M. Torres, Recorder

### Master List of Documents Used

11.10.15 Agenda including Exhibit 1  
11.10.15 Draft Minutes  
11.18.15 Warrant Signature Sheet  
12.9.15 Warrant Signature Sheet  
Nantucket Wine Festival Permit Application w/schedule and allocated duties  
MHQ, Inc. Contract (\$42,483)  
Superior Tire & Rubber Corp. (\$1,503.02)  
ENE Systems (\$2,127)  
Country Club Enterprises (\$20,843)  
Memorandum of Understanding for Wisentaner Inc. Relocation Credit  
FY17 Draft Budget  
Declaration of Surplus Property; 10 Airport Road, Nantucket MA  
MassDOT Aeronautics Revised Grant (\$32,017) – ARFF Vehicle  
October 2015 Statistics Report

### Handout

Jet Blue Load Factors for ACK-JFK

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

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



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

**DRAFT**

**AIRPORT COMMISSION MEETING**

**December 22, 2015**

The meeting was called to order at 5:00 pm by Chairman Daniel Drake with the following Commissioners present: Arthur Gasbarro, Anthony Bouscaren, Jeanette Topham and Andrea Planzer.

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

Airport employees present were: Noah Karberg, Environmental Coordinator, Janine Torres, Office Manager, and Mae Williams, Administrative Assistant. Thomas Rafter, Airport Manager, participated by phone.

Mr. Drake announced the meeting was being video and audio recorded.

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

**Public Comment** – None

**Air Service Update** – Mr. Rafter reported Island Airlines ceased operation on Friday, December 11, 2015 and filed for Chapter 7 bankruptcy on Monday, December 21, 2015. The Airport is working with all parties involved trying to restore as much service as possible with freight being the primary concern. Hyannis Air Service (Cape Air/Nantucket Airlines) has added additional passenger service and is working through logistics to offer freight service by December 30, 2015.

Mr. Rafter has had preliminary discussions with two (2) airlines that have expressed interest in providing service to Hyannis. Discussion continued regarding the impact on the ticket counter as well as the freight hangar. The terminal space leased by Island Airlines cannot be offered to another party until released through the bankruptcy process.

Mr. Kevin Bradley, Vice President of Rectrix Aviation, addressed the Commission briefing them on their plans to provide airline service to Hyannis and other markets upon FAA approval to provide commuter service. He also provided background information regarding the airline and their commitment to Nantucket and Cape Cod. During questioning, Mr. Bradley responded they intend to mirror Island Airlines schedule by providing hourly service to Hyannis and will offer pay-as-you-go commuter books. Mr. Bradley added pricing has not yet been determined but is intended to be competitive.

### **Pending Leases and Contracts**

Mr. Rafter presented the following Leases and Contracts:

- **Rectrix Aerodrome** – Signatory airline Lease with office space for \$32,280, Annual Business Fee of \$1,500, plus Landing Fees. Mr. Rafter noted the space offered to Rectrix is the same space they occupied this summer providing ground service to Jet Blue. Mr. Bradley commented Rectrix is still reviewing the document and would like to know what incentives may be available before signing.
- **Country Club Enterprises** – Capital Budget contract for \$21,277 to purchase two (2) 2016 8-passenger Golf carts.
- **Wisentaner, Inc Memorandum of Understanding (MOU)** – Rent abatement negotiated due to FUDS relocation \$65,988.70

No action was taken on the Rectrix Aviation lease. Mr. Bouscaren made a **Motion** to approve the Contract with Country Club Enterprises. **Second** by Ms. Planzer and **Passed** unanimously.

Mr. Bouscaren made a **Motion** to approve the Wisentaner Inc. Memorandum of Understanding. **Second** by Ms. Planzer and **Passed** unanimously.

**Airline Incentive Discussion** – Mr. Rafter intends to provide a draft of a revised incentive plan at the January 12<sup>th</sup> meeting.

**Warrant Articles** – Mr. Rafter reviewed the proposed warrant articles, other than the standard budget Articles, for the 2016 Annual Town Meeting. An Article for the use of Retained Earnings will include Employee Housing Project, Fire Truck Repairs, and the GA Building settlement. Another Article will be for a long-term lease authorization for 10 Sun Island Road.

**Gift Shop Lease Discussion** – A three (3) month Lease Abatement for the Airport Gift Shop was requested by Diana Nascimento, Proprietor. After some discussion, the topic was tabled until the January 12, 2016 meeting to allow for time to discuss the provisions of her lease with her and to present a formalized response.

### **Commissioners Comments'**

Mr. Gasbarro complimented the Maintenance crew on the cleanliness of the grounds.

Ms. Topham requested better lighting at the entrance to the Airport on Macy Lane.

On behalf of all the Commissioners, Mr. Drake extended a thank you to all the employees for their hard work throughout the 2015 year.

### **Public Comment**

None.

Having no further business for Open Session, Ms. Planzer made a **Motion** to go into Executive Session, under G.L. Chapter 30 A, Section 21 A, not to return to Open Session, to review Executive Session Minutes as enumerated on the Agenda; Clause 6 - to consider the purchase, exchange, lease or value of real property with respect to Exhibit A of the Airport Layout Plan and under Clauses 3 & 6 to consider the purchase, exchange, lease or value of real property and to discuss pending litigation to Gatto vs. Town. The Chair has determined that an open session may have a detrimental effect on the negotiation/litigation position of the Airport Commission. **Second** by Mr. Bouscaren and **Passed** by the following roll-call vote:

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

Meeting adjourned at 5:37 pm

Respectfully submitted,

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Mae R. Williams, Recorder

**Master List of Documents Used**

12/22/15 Agenda including Exhibit 1

Rectrix Aerodrome 2015 Airline Lease Agreement

Country Club Enterprises Inc. Contract

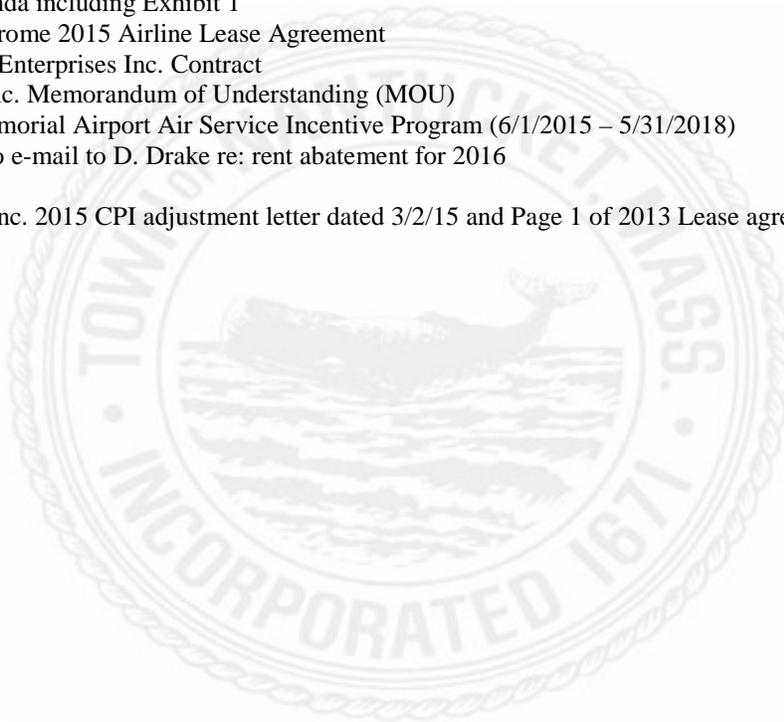
Wisentaner, Inc. Memorandum of Understanding (MOU)

Nantucket Memorial Airport Air Service Incentive Program (6/1/2015 – 5/31/2018)

D. Nascimento e-mail to D. Drake re: rent abatement for 2016

Handout

Planet ACK, Inc. 2015 CPI adjustment letter dated 3/2/15 and Page 1 of 2013 Lease agreement

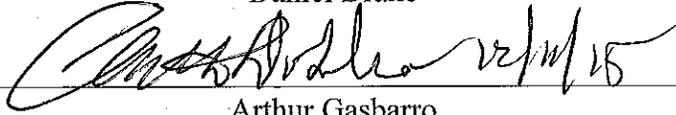


# Warrant 12/23/15

Please Sign and Date

 12/11/15  
\_\_\_\_\_

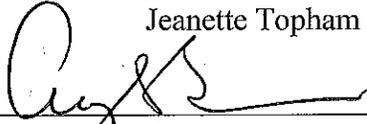
Daniel Drake

 12/11/15  
\_\_\_\_\_

Arthur Gasbarro

\_\_\_\_\_  
Andrea Planzer

\_\_\_\_\_  
Jeanette Topham



Anthony G. Bouscaren

Batch #	Total	Date	Initial
5306	\$ 91,291.94	12/2/15	AG C DJT
5324	\$ 1,628.40	12/3/15	AG C DJT
5339	\$ 218,107.02	12/7/15	AG C DJT
5365	\$ 81,243.03	12/10/15	AG C DJT
5370	\$ 151,605.05	12/11/15	AG S DJT
5375	\$ 16,588.49	12/11/15	AG DJT
Batch # _____	Total _____	Date _____	Initial <sup>SEE</sup> ATTACHED
Batch # _____	Total _____	Date _____	Initial _____

## Mae Williams

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**From:** Arthur Gasbarro <agasbarro@nantucketairport.com>  
**Sent:** Friday, December 11, 2015 2:57 PM  
**To:** 'Mae Williams'  
**Cc:** jsandsbury@nantucketairport.com; 'Janine Torres'  
**Subject:** RE: Addition to 12.23.15 warrant

Ok with me.

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**From:** Mae Williams [mailto:mwilliams@nantucketairport.com]  
**Sent:** Friday, December 11, 2015 2:53 PM  
**To:** agasbarro@nantucketairport.com; Anthony G Bouscaren  
**Cc:** jsandsbury@nantucketairport.com; Janine Torres  
**Subject:** Addition to 12.23.15 warrant

Hi Arthur and Tony

Attached are 3 Invoices from Anderson & Krieger that Jamie and Janine wanted put in on the 12.23.15 warrant. If you have any issues with them, please let us know ASAP. The attorneys were hoping to have them paid by the end of this year and this is the last warrant before 2016.

Have a great weekend!!

*Mae R. Williams*

Administrative Assistant  
Nantucket Memorial Airport  
14 Airport Rd. Unit 1  
Nantucket MA 02554  
Tel: 508-325-7532  
Fax: 508-325-5306  
[mwilliams@nantucketairport.com](mailto:mwilliams@nantucketairport.com)

# Warrant 1/13/16

Please Sign and Date

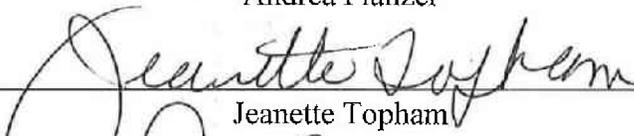
 1/5/16

Daniel Drake

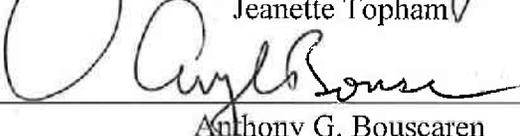
 1/4/16

Arthur Gasbarro

Andrea Planzer

 12/31/15

Jeanette Topham

 12/31/15

Anthony G. Bouscaren

Batch #	Total	Date	Initial
5416	\$ 47,781.13	12/16/15	JDT + AG
5429	\$ 34,071.19	12/18/15	JDT + AG
5455	\$ 40,810.34	12/30/15	JDT + AG

## Janine Torres

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**From:** Tom Rafter  
**Sent:** Monday, December 14, 2015 3:56 PM  
**To:** Jamie Sandsbury; Debbie Crooks  
**Cc:** Janine Torres  
**Subject:** FW: Airport Payback  
**Attachments:** KP-#521182-v1-  
MOU\_Between\_BOS\_and\_Airport\_Commission\_Re\_\_General\_Fund\_Subsidy\_of\_Enterprise\_  
Funud.DOCX

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**From:** John Giorgio [mailto:JGiorgio@k-plaw.com]  
**Sent:** Monday, December 14, 2015 1:49 PM  
**To:** 'Libby Gibson' (LGibson@nantucket-ma.gov) <LGibson@nantucket-ma.gov>  
**Cc:** Brian Turbitt (bturbitt@nantucket-ma.gov) <bturbitt@nantucket-ma.gov>; Tom Rafter  
<trafter@nantucketairport.com>  
**Subject:** FW: Airport Payback

Dear Libby:

I am enclosing for your consideration the draft MOU between the Board of Selectmen and the Airport Commission. I have updated the previous draft that I had sent by adding a new Paragraph 2 which would permit the Airport Commission to provide in-kind goods and services in any year rather than a cash payment. I made this revision at the request of Brian Turbitt after he discussed this with Tom Rafter. My understanding is that Brian and Tom wanted to include a provision in the new draft that would allow the Airport to provide, for example, stock-piled materials from ongoing construction projects that the Town could use on DPA projects.

There are two exhibits to the MOU that will have to be provided. Exhibit A will show provide a summary of the General Fund subsidies between 2012 and 2014. Exhibit B will show the Town Meeting votes.

In summary, the MOU provides as follows:

1. The Airport Commission will pay back the General Fund subsidy over a 20 year period at an interest rate of 0-percent. The first payment of \$135,000 is due in FY 2016. For the next 19 years, the yearly payment will be \$230,000 due on the last day of the fiscal year.
2. With the approval of the Board of Selectmen, the Airport Commission can make an in-kind "payment" of goods and services in lieu of all or a portion of the amount due in any fiscal year. If the value of the goods or services or the actual cash payment exceeds the amount due in a given fiscal year, the carry over amount will be applied to the amount due in the next fiscal year.
3. If, for any reason, the Airport Commission is unable to budget for the required payment due to fiscal constraints, the Airport Commission is required to notify the Board of Selectmen, the Finance Committee and the Finance Director before the end of the calendar year. Section 4 sets up a consultative process thereafter.
4. The MOU is subject to the approval of the FAA, Mass Aeronautics, and the Department of Revenue, as appropriate.

5. I revised the fourth Whereas clause because I have been informed that not every appropriation vote covered made reference to the reimbursement requirement.

Please let me know if you have any questions.

John

John W. Giorgio, Esq.  
Kopelman and Paige, P.C.  
101 Arch Street  
12<sup>th</sup> Floor  
Boston, MA 02110  
[jgiorgio@k-plaw.com](mailto:jgiorgio@k-plaw.com)  
Office: (617) 556-0007  
Direct: (617) 654-1705  
Fax: (617) 654-1735  
Mobile Phone: (617) 785-0725

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**From:** John Giorgio  
**Sent:** Sunday, December 13, 2015 10:12 AM  
**To:** 'Libby Gibson'; Brian Turbitt  
**Subject:** RE: Airport Payback

Libby:

Brian and I discussed this before the Fincom meeting on Thursday. We agreed that the MOU can provide for a payback of in kind services as an option, which could include making certain material available to the DPW for use on the roads. Apparently, this is an idea proposed by Tom rafter and I did not see any legal issue. I am going to revised the draft MOU to include this concept. I will have that for you in the next couple of days.

John

John W. Giorgio, Esq.  
Kopelman and Paige, P.C.  
101 Arch Street  
12<sup>th</sup> Floor  
Boston, MA 02110  
[jgiorgio@k-plaw.com](mailto:jgiorgio@k-plaw.com)  
Office: (617) 556-0007  
Direct: (617) 654-1705  
Fax: (617) 654-1735  
Mobile Phone: (617) 785-0725

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**From:** Libby Gibson [<mailto:LGibson@nantucket-ma.gov>]  
**Sent:** Sunday, December 13, 2015 7:35 AM  
**To:** Brian Turbitt; John Giorgio  
**Subject:** Airport Payback

We need to get a Term Sheet completed on this, for FinCom, BOS, Airport final review. Can we get this done by January 6?

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE NANTUCKET BOARD OF SELECTMEN**  
**AND**  
**THE NANTUCKET AIRPORT COMMISSION**  
**\_\_\_\_\_ , 2016**

This Memorandum of Understanding is entered into on this \_\_\_ day of \_\_\_\_\_, 2016, between the Nantucket Board of Selectmen and the Nantucket Airport Commission.

WHEREAS, the Nantucket Memorial Airport is operated as an Enterprise Fund pursuant to G.L. c. 44, § 53F½; and

WHEREAS, in Fiscal Years 2012 through 2014, Airport revenue and other sources of funding were insufficient to meet the operating and capital needs of the Airport Enterprise Fund; and

WHEREAS, in each of those fiscal years, the Town was required to subsidize the Airport using general revenues of the Town, as shown in particular detail in Exhibit A; and

WHEREAS, at the time that Town Meeting voted to approve the Enterprise Fund budget for Fiscal Years 2012 through 2014, certain Town Meeting votes contained express language that the Airport was expected to repay the General Fund for the subsidies provided. Certified copies of the Town Meeting votes are attached hereto as Exhibit B; and

WHEREAS; the Airport Commission has instituted management controls, rate adjustments, and fiscal policies, which have resulted in increased revenues and fiscal savings so that no General Fund subsidy was required to operate the Airport Enterprise Fund in 2015, and the Airport Enterprise Fund budget adopted at the 2015 Annual Town Meeting for Fiscal Year 2016 did not include a subsidy from the General Fund for Airport operations; and

WHEREAS, the Airport Commission anticipates that such management controls and fiscal policies in the future will result in sufficient revenues from the operation of the Airport to meet the operating and capital needs of the Airport in future fiscal years; and

WHEREAS, the Federal Aviation Administration has established Policies and Procedures Concerning the Use of Airport Revenue pursuant to its authority under 49 U.S.C. 47107l that allow federally regulated airports to reimburse airport sponsors for capital contributions or operating expenses provided to airports under its sponsorship going back six years from the date of the request. See 64 Fed Reg 7697, February 16, 1999; and

WHEREAS, the FAA Policies and Procedures require the Airport Sponsor and the Airport to enter into a written agreement governing the terms of any reimbursement and such agreements may extend the term of reimbursements beyond six years; and

Whereas, the Board of Selectmen and the Airport Commission have determined that a reimbursement schedule over a twenty year period is appropriate given the fiscal constraints of the Airport Enterprise Fund; and

WHEREAS, the Board of Selectmen and the Airport Commission have mutually determined that an interest rate of 0-percent for the reimbursement schedule is in the best interests of the Town and the Airport Commission; and

WHEREAS, the Airport Commission and the Board of Selectmen have agreed that it is in the best interests of the Airport and the Town to enter into this MOU in order to effectuate the representations to Town Meeting that the general subsidies provided to the Airport from the Town's General Fund for Fiscal years 2012 through 2014 would be repaid.

Now, therefore, the Board of Selectmen and the Airport Commission enter into the Memorandum of Understanding for the purpose of setting forth the procedures and schedule for reimbursement of the General Fund subsidies provided to the Airport in Fiscal Years 2012 through 2014 as shown in Exhibit A.

1. In Fiscal Year 2016, the Airport Enterprise Fund will reimburse the General Fund in the amount of \$135,000, an amount that was included in the operating budget of the Airport for Fiscal Year 2016. In each of the subsequent nineteen fiscal years, the Airport Enterprise Fund will reimburse the General Fund in the amount of \$230,000 each year.
2. Subject to approval by the Board of Selectmen, the Airport Commission may apply a credit against the reimbursement due in any fiscal year for the value of any in-kind goods or services provided to the Town which may, for example, include the value of materials stockpiled at the Airport resulting from Airport projects for use by the Town's Department of Public Works or other Town agencies. . Any in-kind goods or services will be valued at their fair market value, as determined by the Board of Selectmen in consultation with the Airport Commission. If approved in-kind goods and services in any fiscal year equal an amount greater than what is set forth in this MOU for that fiscal year, Paragraph 5 of this MOU shall apply.
3. The backup detail for the annual operating budget for the Airport Enterprise Fund shall include the amount of the reimbursement set forth in Paragraph 1 of this MOU in each fiscal year covered by the MOU.
4. In December of each year during the term of this MOU, the Airport Commission will submit its proposed operating budget to the Board of Selectmen, the Finance Committee, and the Finance Director, which budget shall include the amount of the reimbursement due in the fiscal year commencing the following July 1<sup>st</sup>. If, for any reason, the Airport Commission determines that the Airport Enterprise Budget cannot support the

reimbursement due in the subsequent fiscal year, the Airport Commission shall so notify the Board of Selectmen, the Finance Committee, and the Finance Director as soon as practicable but in no event later than March 1st. If the Board of Selectmen and the Airport Commission, in consultation with the Finance Committee and the Finance Director, agree that it is impractical for the Enterprise Fund to make a reimbursement payment in the subsequent fiscal year or to reduce the reimbursement payment by a specified amount, the parties will consider available options, including postponing all or a portion of the reimbursement due in the next fiscal year, readjusting the amount of the reimbursement in subsequent fiscal years, or extending the total number of reimbursement years. The Airport Commission will make every reasonable effort to adjust its fees in order to meet the reimbursement amounts set forth in this MOU.

5. It is the intention of the Airport Commission to accelerate the reimbursements under this MOU to the extent practicable. Nothing contained herein shall prohibit the Airport Commission from proposing a reimbursement in any fiscal year of an amount greater than set what is set forth in this MOU. Any additional reimbursements, however, will be applied as a credit to reduce the total number of fiscal years over which the total reimbursement will be made, but shall not reduce the amount of reimbursement in any subsequent fiscal year than what is anticipated in this MOU.
6. The Finance Director will transfer the amount of the reimbursement included in the Enterprise Fund operating budget as approved by Town Meeting on the last day of the applicable Fiscal Year.
7. To the extent required, this MOU shall be submitted to the Federal Aviation Administration, the Massachusetts Department of Transportation – Aeronautics Division, and the Massachusetts Department of Revenue for review and approval.

**Entered into this \_\_\_\_ day of \_\_\_\_\_, 2016**

Nantucket Board of Selectmen:

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

\_\_\_\_\_

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Nantucket Airport Commission:

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

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\_\_\_\_\_

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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

**CERTIFIED RETURN RECEIPT**

December 23, 2015

Diana Nascimento  
Planet Ack, Inc.  
Dba O&Co Nantucket  
PO Box 3895  
Nantucket, MA 02584

Re: Request for Rent Abatement

Dear Diana:

The Nantucket Memorial Airport Commission received your December 17, 2015 email requesting abatement of your January through March 2016 rent. Based on your last CPI Adjustment effective April 1, 2015, that amount equates to \$7,901.37, or \$2,633.79 per month.

The Airport Commission discussed your request at their special meeting held Tuesday, December 22, 2015. Unfortunately, you were informed of this meeting the morning of and could not attend.

The Airport Commission values you as a tenant and fully understands the monetary concerns of the decline in enplanements as well as the closing of Island Airlines. The effects of these factors are felt with each tenant as well as the Airport itself.

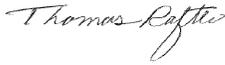
The Airport has been working diligently to fill the void of air service to Hyannis since the Island Airlines Announcement. As you may know, Cape Air has added additional flights. We are in lease negotiations with Rectrix Aviation to provide not only service to Hyannis, but other markets as well. We have also been approached by another {established} airline interested in providing service. While this is good news, it will take several months to obtain all the necessary regulatory approvals.

As you are aware, Section 3 of your Lease allows for a rent adjustments in the shoulder seasons (January through June, October through December) so long as the total annual rent is paid within a twelve (12) month period. The Airport Commission discussed adjusting your January through March 2016 rent to \$1,000.00 per month with the understanding that \$4,901.37 remaining due for this time frame would be paid, in addition to your normal rent payment, over the months of July, August and September.

The Airport Commission tabled the discussion until their January 12, 2016 meeting to allow for this formal notification as well as the hopes that you could attend the meeting.

Again, we value you as a tenant and would like to work with you through this difficult time, but is not in the position to offer tenants rent abatement. We hope that you can attend the January 12, 2016 Airport Commission Meeting held at Public Safety Facility at 4 Fairgrounds Road starting at 5:00 p.m.

Sincerely,



Thomas Rafter  
Airport Manager

TR/jmt

Cc. Airport Commission



**Exhibit 1**  
**Pending Leases/Contracts/Agreements**  
**January 12, 2016**

<b>Type</b>	<b>With</b>	<b>Amount</b>	<b>Other Information</b>	<b>Source of Funding</b>
Contract	Superior Tire & Rubber	\$1,074.74	Spare Snow Plow Blade for Loader Expires 6/30/2016	Operating
Contract	Jacobs Engineering	\$94,433.02	Master Plan Original Contract Expired New Contract Needed to Process Final Payment	Capital
Letter of Agreement	Anderson & Kreiger	N/A	Legal Services Thompson House, Gatto & General Matters	Operating
Contract	Lakes Region Environmental	\$128,500	Annual Fuel Farm Inspections Three-Year Expiring 12/31/2018 <i>One other bidder @ \$139,090</i>	Operating
Contract	Schmidt Equipment	\$60,000	Overhaul 1988 Loader Expires 6/30/2016	Capital
Contract	Maron Construction	\$39,986	Repairs to Arrivals Vestuibile Damage from 2/2015 Fire Supression Pipe Burst Expires 5/15/16 <i>One other bidder @ \$80,100</i>	Insurance Claim

Pending



**AGREEMENT BETWEEN  
THE TOWN OF NANTUCKET  
NANTUCKET MEMORIAL AIRPORT  
AND  
SUPERIOR TIRE AND RUBBER CORP.**



This AGREEMENT, effective the \_\_\_\_\_, 2015, made by and between the TOWN OF NANTUCKET, acting by and through its Airport Commission, (hereinafter, the "AIRPORT") and Superior Tire and Rubber Corp., 40 Scientific Rd., PO Box 308, Warren PA 16365 (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 date indicated above and will terminate on June 30, 2016, 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 \$1,503.02 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 \$1,600.00 without the express prior written approval of the Airport Commission.

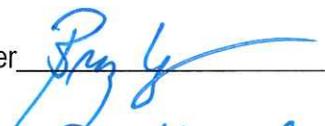
5. The parties acknowledge that the CONTRACTOR is an independent contractor and not an employee of the AIRPORT. The CONTRACTOR shall not be entitled to any employment fringe benefits to which AIRPORT employees are entitled.

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

IN WITNESS THEREOF:

CONTRACTOR:  
SUPERIOR TIRE & RUBBER CORP

NANTUCKET MEMORIAL AIRPORT COMMISSION:

Auth. Signer 

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

Print name: Bradley Conguar

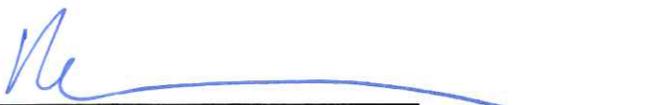
Title: VP of Administration

Date: 12/2/2015

FEIN/SSN: 25-1145409

Department Org./Obj. Code: 65482-52906

As to the Availability of Funds:



Brian E. Turbitt, Director of Municipal Finance, or  
Bob Dickinson, Assistant Town Accountant

## EXHIBIT A

1. Description of Services: Supply and Deliver (1) EB7220100001 264"x10"x1.5" 503 Polar Plow Blade.
2. Other payment terms: 100% payment upon completion of work, submission of CONTRACTOR'S invoice and approval of invoice by the AIRPORT.
3. Insurance Required (if any):
  - (a) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.

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.

25-1145409  
Federal Employer Identification Number

Superior Tire and Rubber Corp.

By:  President

Date: 12/2/2015

CERTIFICATE OF NON-COLLUSION

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

Tony Hasselman 12/2/15  
Signature of person signing bid or proposal Date

Tony Hasselman  
Please Print Name

SUPERIOR TIRE & RUBBER CORP.  
Name of Business

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

This AGREEMENT made this \_\_\_\_ 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", and the TOWN of Nantucket acting by and through its Airport Commission, with a usual place of business at Nantucket Municipal Airport, 14 Airport Road, Nantucket, MA 02554, hereinafter called the TOWN.

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

1. Scope of Work

The ENGINEER shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the "**Master Plan and Sustainability Program**", in accordance with the Scope of Services set forth in Exhibit A ("The Work" or "work") of the contract dated July 1, 2013 between the parties.

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 \$94,433.02

The parties recognize and agree that the Work has been completed and that this new contract for the remaining balance of \$94,433.02 (from the July 1, 2013 contract) is being executed for invoicing purposes because the previous contract has expired before final payment was made.

3. Commencement and Completion of Work

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- A. The ENGINEER shall commence and prosecute the work under this Agreement upon execution hereof and shall perform the work on or before June 30, 2016..
- B. Progress and Completion: ENGINEER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly,

diligently and uninterruptedly at such a rate of progress as will insure completion within the time stated above.

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. The TOWN represents that it has disclosed to the ENGINEER all orders and requirements known to the TOWN of any public authority particular to this Agreement.
- (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.

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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 1.0 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

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- 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. In the event that the Agreement is terminated pursuant to its subparagraph, the ENGINEER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date. 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 for the project indicated herein. There are no representations not set forth in this Agreement which have been relied upon by either party.

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

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

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

compliance with such Regulations, orders and instructions. Where any information required of a ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the TOWN, the FAA, or the Massachusetts Department of Transportation Aeronautics Division as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the ENGINEER's noncompliance with the nondiscrimination provisions of this Agreement, the TOWN shall impose such contract sanction as are appropriate, including but not limited to:

- (1) withholding of payments to the ENGINEER under the contract until the contractor complies, and/or
- (2) cancellation, termination, or suspension of the contract, in whole or in part.

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

G. 49 CFR Part 26. The contractor, sub-recipient or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

H. DBE Obligation. The ENGINEER agrees to ensure that minority and women business enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

## CERTIFICATION OF ENGINEER – FAA

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

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

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



David M. Chamberlain  
Operations Manager

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

JACOBS ENGINEERING GROUP INC.

By: David M. Chamberlain

Name: David M. Chamberlain

Title: Operations Manager

TOWN OF NANTUCKET  
AIRPORT COMMISSION

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

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

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

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

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

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

TOWN OF NANTUCKET  
TOWN FINANCE DIRECTOR

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

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

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

**CERTIFICATE OF AUTHORITY**

At a duly authorized meeting of the Board of Directors of the:  
\_\_\_\_\_ held on \_\_\_\_\_ it was VOTED that:  
(Name of Corporation) (Date)

\_\_\_\_\_  
(Name) (Officer)  
of this company, be and he/she hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such  
\_\_\_\_\_ under seal of the company, shall  
(Officer)

be valid and binding upon this company.

A True Copy,

ATTEST: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
PLACE OF BUSINESS: \_\_\_\_\_  
\_\_\_\_\_

DATE OF THIS CONTRACT: \_\_\_\_\_

I hereby certify that I am the clerk of the \_\_\_\_\_  
\_\_\_\_\_ that \_\_\_\_\_ is duly elected  
\_\_\_\_\_ of said company, and that the above vote has not been amended or  
rescinded and remains in full force and effect as of the date of this contract.

\_\_\_\_\_  
(Clerk)

CORPORATE SEAL:

## CERTIFICATE OF AUTHORITY

I, Brian Scher, do hereby certify that I am the Assistant Secretary of Jacobs Engineering Group Inc., a corporation duly organized under the laws of the State of Delaware, in the United State of America (the "Company"). I do further certify that David M. Chamberlain is an Operations Manager of the Company and is duly authorized by the By-Laws, Articles of Incorporation, general resolutions and other authority of the Company to execute and deliver for on behalf of the Company, the Contract for Airport Master Planning and Sustainability Program between the Town of Nantucket acting by and through its Airport Commission and Jacobs Engineering Group Inc. I further certify that such authority has not been repealed, rescinded, or amended.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the Corporate Seal of the Company on this 10<sup>th</sup> day of December, 2015



---

Brian Scher  
Assistant Secretary

**CERTIFICATE OF TAX COMPLIANCE**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

NAME OF CONTRACTOR: Jacobs Engineering Group Inc.

By: *D. McCall*, duly authorized.  
(Signature of Authorized Representative)

Title – Operations Manager

Date *12/14/15*

48317

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

The Massachusetts Department of Transportation Aeronautics Division, this \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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 **\$949,484.00** for consultant services in connection with:

**“Master Plan and Sustainability Program”**

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 on in any way interferes with the right of either principal here above, and is not to be considered as a commitment of funding unless so voted by the Massachusetts Department of Transportation Aeronautics Division.

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

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION  
AERONAUTICS DIVISION  
CONTRACT APPROVAL

The Massachusetts Department of Transportation Aeronautics Division, this 12<sup>th</sup> day of August, 2013, 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 \$949,484.00 for consultant services in connection with:

**“Master Plan and Sustainability Program”**

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



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

RECEIVED  
JUL 26 2013  
MASSDOT AERONAUTICS DIVISION

# EXHIBIT A

## Scope of Services

The ENGINEER shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the “**Master Plan and Sustainability Program**”, in accordance with the Scope of Services set forth in Exhibit A (“The Work” or “work”) of the contract dated July 1, 2013 between the parties .

The parties recognize and agree that the Work has been completed and that this new contract for the remaining balance of \$94,433.02 (from the July 1, 2013 contract) is being executed for invoicing purposes because the previous contract has expired before final payment was made.

# ANDERSON KREIGER

DAVID S. MACKEY  
[dmackey@andersonkreiger.com](mailto:dmackey@andersonkreiger.com)  
T: 617-621-6531  
F: 617-621-6631

December 23, 2015

## VIA EMAIL

Tom Rafter, A.A.E.  
Airport Manager  
Nantucket Memorial Airport  
14 Airport Road  
Nantucket, MA 02554

**Re: *Thompson House, Gatto, and General Matters***

Dear Tom:

Anderson & Kreiger LLP is pleased to have been asked to represent the Nantucket Memorial Airport in the Thompson House and Gatto matters, and to provide general advice from time to time on airport and aviation-related legal issues. We have extensive experience in representing airports throughout the Commonwealth and around the country, and are well-qualified to take on this assignment. Thank you for your confidence in us.

I will be responsible for this work, and expect also to involve Suzanne Allie and Christina Marshall on an ongoing basis to provide comprehensive support. The resumes of the A&K Team are attached.

For calendar year 2016, we will be charging the following hourly rates for this engagement:

- Dave Mackey: \$304
- Suzanne Allie: \$283; and
- Christina Marshall: \$251.

These rates reflect a significant discount on our regular rates. Please note that the hourly rates will increase by 3% in calendar 2017.

If there is any further information you require, please do not hesitate to call me.

Tom Rafter, A.A.E.  
December 23, 2015  
Page 2

Best regards,



David S. Mackey

*Attachment – A&K Resumes*

Approved:

\_\_\_\_\_  
Daniel W. Drake, Chair  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Approved as to Funds Available

\_\_\_\_\_  
Brian E. Turbitt, Director of Municipal Finance  
or Bob Dickinson, Asst. Town Accountant



## David S. Mackey

Partner

617.621.6531

[dmackey@andersonkreiger.com](mailto:dmackey@andersonkreiger.com)

### Practice Areas

Litigation  
Public Law  
Airports

### Affiliations

Airports Council  
International, *Member of the  
Legal Steering Group and  
former Chair* (2005-2013)

Board of Bar Overseers,  
*former Chair* (2010-2013);  
*former Member* (2009-2013)

Boston College Law School,  
"Corporate Crises: Internal  
Investigations, Ethics and  
Compliance," *Adjunct  
Professor* (Fall 2014)

Volunteer Lawyer Project,  
*Board Member* (2013-present)

### Clerkships

Chief Justice Edward F.  
Hennessey, Massachusetts  
Supreme Judicial Court

### Education

Harvard Law School, J.D.  
1983 *cum laude*  
Amherst College, B.A. 1979  
*summa cum laude*

### Overview

Dave represents private and governmental clients in litigation, regulatory and administrative matters. Previously, he worked at Massport, as Chief Legal Counsel (2001-2013) and Interim CEO (2011-2012). While at Massport, Dave managed the successful defense of multi-billion dollar litigation stemming from the 9/11 attacks, and of nine lawsuits challenging a new Logan Airport runway.

Dave represents clients in high-profile matters. Recent examples include the defense of the Massachusetts Gaming Commission in multiple lawsuits brought to challenge the Commission's casino licensing decisions, a petition for judicial review against the TSA on behalf of airport trade associations and 24 airport clients, and representation of the Martha's Vineyard Airport Commission in a sovereignty dispute with Dukes County over Martha's Vineyard Airport.

Dave also advises clients in governmental enforcement and regulatory matters. He was recently Chair of the Board of Bar Overseers, and lectures frequently on legal ethics.

Prior to Massport, Dave was Chief of the Civil Division and then First Assistant U.S. Attorney at the U.S. Attorney's Office in Boston. Dave had previously been a partner in Goodwin Procter's Trial Department.

### Results

- Led a team of in-house and outside counsel in the 9/11 Commission investigation and related inquiries. Successfully managed the defense of multi-billion dollar lawsuits stemming from the terror attacks.
- Prevailed in nine lawsuits challenging a new runway at Logan International Airport.
- Managed the legal aspects of Massport's role in transportation reform legislation, including transferring the Tobin Bridge to the Massachusetts Department of Transportation and acquiring the Worcester Regional Airport.
- As an assistant U.S. Attorney, litigated several False Claims Act and *qui tam* (whistleblower) matters, and prosecuted one of the most significant post-Nuremberg Nazi war crimes cases.



## Suzanne Cocca Allie

Counsel

617.621.6534  
sallie@andersonkreiger.com

### Practice Areas

Real Estate  
Public Law  
Airports

### Honors

Massport Crew Teamwork Award, for work on a solar energy project

Massport Crew Teamwork Award, for work on a tornado relief program

Massport Outstanding Achievement Award, for work on Massport's acquisition of "Big Dig" roadway and tunnel assets

### Affiliations

CREW Boston (formerly New England Women in Real Estate), *Member*

### Education

Boston University School of Law, J.D. 1993  
Editor-in-Chief, *American Journal of Law & Medicine*

Harvard College, A.B.  
1988 *cum laude*

### Overview

Suzanne draws on over 20 years of legal experience in the public and private sectors to advise her clients on real estate, public law, and airport matters. Prior to A&K, Suzanne worked for the Massachusetts Port Authority (Massport) from 1999-2014, including six years as Associate Chief Legal Counsel.

Suzanne advised Massport's major business and operating units on procurement, design, construction, real estate, and insurance matters, and drafted and negotiated a significant proportion of Massport's contracts in the process.

She also represented Massport in the largest asset acquisitions and transfer in its recent history: the acquisition of Worcester Regional Airport, the acquisition of "Big Dig" roadway and tunnel assets, and the transfer of the Tobin Memorial Bridge.

Suzanne began her legal career as a real estate associate at Palmer & Dodge (now Locke Lord Edwards). Prior to law school, Suzanne was a real estate analyst for John Hancock Properties.

### Results

- Acquisition of Worcester Regional Airport – Resolved all design, construction, operating and maintenance contract issues to ensure uninterrupted operations upon Massport's acquisition of Worcester Regional Airport from the City of Worcester.
- Transfer of Tobin Memorial Bridge – Led and coordinated efforts of Massport's business and operating units for seamless transfer and transition of Tobin Memorial Bridge and associated assets and liabilities to Massachusetts Department of Transportation.
- Acquisition of "Big Dig" Roadways and Tunnel – Coordinated and advised Massport Senior Staff and project managers during Massport's acquisition of nearly \$400 million in roadway and tunnel assets located at Boston-Logan International Airport and the South Boston Waterfront from the Central Artery/Tunnel Project ("Big Dig").



## Christina Marshall

Associate

617.621.6583

[cmarshall@andersonkreiger.com](mailto:cmarshall@andersonkreiger.com)

### Practice Areas

Litigation  
Environmental

### Clerkships

Superior Court of  
Massachusetts, 2015  
Rhode Island Superior Court,  
2014

### Education

Boston College School of  
Law, J.D. 2013 *cum laude*  
Managing  
Editor, *Environmental Affairs  
Law Review*  
Boston College, B.A. 2008

### Overview

Christina helps clients with environmental and litigation matters. She has served as a law clerk for the Superior Court of Massachusetts and for the Rhode Island Superior Court, and as a judicial intern in U.S. District Court.

Christina has diverse experience in environmental law. She focused on environmental litigation while working for an environmental law firm during law school. She was also Managing Editor of the *Boston College Environmental Affairs Law Review*, where she published two pieces on environmental law and policy.



AGREEMENT BETWEEN  
THE TOWN OF NANTUCKET, MASSACHUSETTS  
AND  
LAKES REGION ENVIRONMENTAL  
CONTRACTORS, INC.



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

**RECITALS:**

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

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

**ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR**

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

**ARTICLE 2 - SERVICES OF THE CONTRACTOR**

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

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

### ARTICLE 3 - PERIOD OF SERVICES

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

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

## ARTICLE 4 - PAYMENTS TO THE CONTRACTOR

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

## ARTICLE 5 - TERMINATION

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

## ARTICLE 6 - INSURANCE AND INDEMNIFICATION

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

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

## ARTICLE 7 - GENERAL PROVISIONS

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

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

NANTUCKET MEMORIAL AIRPORT COMMISSION:

CONTRACTOR:

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

\_\_\_\_\_  
Print Name: \_John J. Paradise\_\_\_\_\_

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

\_\_\_\_\_  
FEIN: \_\_02-0463030\_\_\_\_\_

**Airport:** Approved as to Funds Available  
65482-52424

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

\_\_\_\_\_  
Brian E. Turbitt, Director of Municipal Finance,  
or  
Bob Dickinson, Assistant Town Accountant

## CONTRACT EXHIBIT A

### CONTRACTOR, SCOPE OF WORK, TERM

1. **Name of Contractor:** Lakes Region Environmental Contractors Inc
2. **State of Incorporation:** NH
3. **Principal Office Address:** PO Box 1236, Belmont, NH 03220
4. **Description of Services:**

To provide the Jet A fuel farm and Aviation Gasoline fuel farm annual inspections, as well as general maintenance and emergency repair situations located on the Nantucket Memorial Airport and requiring the following of ATA 103.

To perform an Annual Inspection on the Jet A and Avgas refueling systems. The following includes labor, all related travel (to Nantucket Island) and lodging costs and materials specified below.

- A. Sump both Jet A and Avgas filter vessels to inspect for the "clear and bright test".
- B. Inspect both fuel cabinet components for signs of failure or other determined conditions.
- C. Remove, inspect and clean inlet strainers and nozzle cone screens.
- D. Extend hoses to check for wear, crack, cuts and or other conditions, which would compromise its integrity.
- E. Check pump motors for proper operation, drive coupling and lubrication.
- F. Inspect for proper operation of valves, deadman, safety devices, static cables/reels, and or other components.
- G. Open and inspect the interior of Jet A and Avgas tank components, floating suction, test cable, drop tube and physical condition of the tank liners.
- H. Clean and inspect the fill containment manholes.
- I. Remove and inspect the (overflow protection devices) verify their operation and required overflow settings (mechanical / or electronic) are operating properly. Ensure High-level system is operating properly.
- J. Do a visual inspection on the piping, valves and operation.
- K. Re-circulate fuel systems into tank, check for proper operation of the fueling systems.
- L. Inform Operations of the conditions of the fixed fueling systems.
- M. Check tank vents and clean for proper operation.
- N. Verify the interstitial space is free from liquids.
- O. Perform an annual leak monitor test, per ATA 103 regulations, verify all leak sensors and liquid probes, are working properly including leak monitor console for visual and audible alarms, with the remote annunciators.
- P. Verify product grade by use of hydrometer testing.
- Q. Verify product grade, no smoking, flammable, overflow signs, max fill height, clearly posted. Replace stickers if peeling or faded.
- R. All Jet A and Avgas tanks will be properly purged before any confined space entry is approved.
- S. Conducting the cleaning of Aviation fuel storage tanks if required.
- T. Verify proper operation of Differential pressure gauge.
- U. Check proper operation of filter Heating system.
- V. Check the strainers for cleanliness and damage.
- W. Ensure proper operation of water defense system.

### **Scope of work: Cleaning and Purging of Jet A & Avgas fuel tanks**

Provide services to clean and purge the interiors of four (4) 25,000 gallon above-ground Jet A aviation fuel storage tanks, and three (3) 20,000 below ground Avgas aviation fuel storage tanks.

- A. Enter, clean and inspect the interior of the tanks.
- B. The tank entrant shall be properly permitted, and be on a supplied air system with attendants.
- C. While in the tanks, interior components (floating suction assembly, drop tube, and clock gauges, tank vents, high level probes, etc.) will be inspected.
- D. All fill lines and suction lines shall be blinded flanged to the keep the fueling system in service during the inspection.
- E. Test high level alarms and overfill protection valves calibrate gauges and related fuel equipment components for proper operation.
- F. Purge the tanks to a lower explosive limit of 5% or less

The Airport will be responsible for:

- G. Prior to arrival the tank farms should be as low as possible with fuel quantities, we shall advise to the amount of fuel in tanks.
- H. Transfer fuel as needed to accommodate work.
- I. An adequate area shall be made available to stage equipment and operations. The general public will be excluded from the area. A section of the tarmac and/or parking lot will be closed during the cleaning process.
- J. Safety barricades will be installed around the site for public safety during the cleaning.

### **Miscellaneous and periodic repairs**

Provide labor, material and necessary equipment to repair Jet A and Avgas fuel farms.

- A. Supply and install new NFPA tank labeling (no smoking, NFPA diamonds, Jet A, Avgas 100LL, sump drains, tank capacity, max fill heights, flammable and combustible stickers, etc.)
- B. Supply and install new electrical boxes, hardware, including epoxy sealing packs for electrical connections as needed. **Note: Prevailing wages would apply.**
- C. Supply and install new gaskets non-corrosive tubing on the mechanical overfill valves and hardware for the fuel farm components as needed. **Note: Prevailing wages would apply.**

### **Items included for above work**

- A. Mobilize and demobilize to and from Nantucket Island by way of steamship with work vehicle(s) and personnel.
- B. Inspection by a Certified Tank and Aviation Installer, per NFPA
- C. Equipment, tools and safety equipment to conduct inspections
- D. Prepare a Health and Safety Plan for their employees, including Confined Space Permits as required.
- E. Must show documentation the company meets the operational certification requirements of an A, B and C Underground Storage Tank Operator.
- F. Must upon completion of inspection, provide a completed report using the ATA 103 forms as well as your own company documentation.
- G. Disposal of liquid and petroleum products shall be properly contained and labeled for future removal by a third party..
- H. Any special permits or personnel for escorts.
- I. Over runs due to weather conditions, ferry transportation
- K. Leave two (2) liquid and two (2) solid waste barrels for future use.

**Items included for above work**

A. Tank fittings and/or any materials (mechanical or electronic) not specified above, including personnel shall be quoted in writing and approved. Any repair estimated to cost more than \$10,000.00 must be bid out separately.

5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):**  
Preston Harimon, Operations Superintendent
6. **Term of Agreement (§3.1):** Three Years
7. **Completion Date (§3.2):** December 31, 2018
8. **Additional Insurance Coverage (§6.2(e)):**

CONTRACT EXHIBIT B

PAYMENTS

1. Lump Sum Method

- a. **Maximum Project Amount:** \$128,500.00
- b. **Payment Increments:** Upon receipt of invoice and approval by Airport Commission
- c. **Reimbursable Expenses (if any):**

EXHIBIT C

TAX COMPLIANCE CERTIFICATION

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

By:

\_\_\_\_\_  
Print Name: \_\_\_\_\_, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
FEIN:



**AGREEMENT BETWEEN  
THE TOWN OF NANTUCKET  
NANTUCKET MEMORIAL AIRPORT  
AND  
SCHMIDT EQUIPMENT, 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 Schmidt Equipment, Inc., 88 Camelot Drive, #42, Plymouth, MA 02360 (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 June 30, 2016, or when the performance of the Services has been completed in a manner reasonably satisfactory to the AIRPORT. The AIRPORT shall have the right to terminate this Agreement at any time and for any reason upon written notice given to the CONTRACTOR.

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

4. The AIRPORT will pay the CONTRACTOR compensation in the amount of \$50,543.93 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 \$60,000.00 without the express prior written approval of the Airport Commission.

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

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

*IN WITNESS THEREOF:*

CONTRACTOR: Schmidt Equipment, Inc

NANTUCKET MEMORIAL AIRPORT COMMISSION:

\_\_\_\_\_

\_\_\_\_\_

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

Date

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

Date

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

Date

FEIN/SSN: 04-2270977

Approved as to Funds Available: **55440-96144**

\_\_\_\_\_  
Brian E. Turbitt – Director of Municipal Finance  
Or Bob Dickinson – Asst. Town Accountant

## EXHIBIT A

1. Description of Services: Through CommBuys Contract VEH93
  - (a) Remove and install Remanufactured Transmission on 1988 John Deere Loader, 644E:
    - AT 188407 Remanufactured Transmission \$38,979.90
    - AT 116051 Oil Cooler 1,860.48
    - AT 158465 Torsional Dampener 1,064.96
    - AT 116909 Universal Drive 943.32
    - Filter, Fluids, O-Rings, Isolator, other misc. items 575.90
    - Estimated Labor 4,064.00
    - Freight (Incoming Parts) 300.00
    - Transmission Core Credit (Pending Deere Inspection) (6,695.00)
  - (b) Split Machine, Recondition Center & Steering Cylinder Pins & Bushings:
    - Pins, Bushings, Collars, Seals, Shims, Hardware 7 Misc. Items \$ 3,136.37
    - Estimated Labor 5,714.00
  - (c) Trucking To/From Steamship Dock 600.00
2. Other payment terms: 100% payment upon completion of work, submission of CONTRACTOR'S invoice and approval of invoice by the AIRPORT.
3. Insurance Required (if any):
  - (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
  - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.

EXHIBIT B

TAX COMPLIANCE CERTIFICATION

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

04-2270977

---

Federal Employer Identification Number

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By: \_\_\_\_\_, President

Schmidt Equipment Inc

---

Date:



**AGREEMENT BETWEEN  
THE TOWN OF NANTUCKET, MASSACHUSETTS  
AND  
MARON CONSTRUCTION CO., INC.**



THIS AGREEMENT made effective \_\_\_\_\_, 2016, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Nantucket Airport Commission, with offices at 14 Airport Road, Nantucket, Massachusetts 02554 (hereinafter called the "AIRPORT"), and **Maron Construction Co., Inc.** whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

**RECITALS:**

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

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

**ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR**

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

**ARTICLE 2 - SERVICES OF THE CONTRACTOR**

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

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

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

- 3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the AIRPORT's reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed not later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an event which may not reasonably be anticipated or avoided or is otherwise beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the AIRPORT shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.  
If an Unavoidable Event occurs which makes the performance of the Agreement impossible without the expenditure of additional AIRPORT funds, the AIRPORT may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

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

- 4.1 The compensation to due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.

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

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

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

#### **ARTICLE 6 - INSURANCE AND INDEMNIFICATION**

- 6.1 The CONTRACTOR agrees to indemnify and save the Town of Nantucket/Nantucket Memorial Airport harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such

CONTRACTOR and shall reimburse the Town of Nantucket for any and all costs, damages and expenses, including reasonable attorney's fees, which the Town of Nantucket pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the Town of Nantucket with respect to the CONTRACTOR, in connection with this Agreement.

- 6.2 Before commencing work, the CONTRACTOR shall obtain and maintain, at its expense and from insurance companies of a Best Rating of A or better which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the Town of Nantucket, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.
- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
  - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
  - (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
  - (d) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
  - (e) Such additional insurance as the AIRPORT may reasonably require as set forth on Exhibit A.

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

## **ARTICLE 7 - GENERAL PROVISIONS**

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the AIRPORT and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the AIRPORT.

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

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

NANTUCKET MEMORIAL AIRPORT COMMISSION:

CONTRACTOR:

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

\_\_\_\_\_  
Print Name: Thomas J. Maron\_\_\_\_\_

\_\_\_\_\_  
Title: \_\_Vice President\_\_\_\_\_

\_\_\_\_\_  
FEIN: \_\_\_\_\_05-0374251\_\_\_\_\_

**Airport:** Approved as to Funds Available  
65482 - 57401

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

\_\_\_\_\_  
Brian E. Turbitt, Director of Municipal Finance, or  
Bob Dickinson, Assistant Town Accountant

## CONTRACT EXHIBIT A

### CONTRACTOR, SCOPE OF WORK, TERM

1. **Name of Contractor:** Maron Construction Co., Inc.
2. **State of Incorporation:** RI
3. **Principal Office Address:** 180 Buttonhole Drive, Providence, RI 02909
4. **Description of Services**

Contractor shall supply labor, material and equipment necessary to perform services as described herein. **Contractor shall be responsible for disposing of all removed material.** All work shall be performed in a workmanlike manner satisfactory to the Airport. A formal pre-bid meeting is not being scheduled. It is recommended; however, that bidders visit the site to verify quantities.

It will be necessary to coordinate a schedule with the Airport in order to coordinate the temporary removal and or protection of an Automated Teller Machine and parking lot Pay-on-Foot station which are located in the vestibule.

#### **Construction/Carpentry**

- Remove and replace sheet rock, insulation and trim on all four walls

<b>Materials</b>	<b>Estimated Quantity</b>
5/8" Sheet Rock	540 Square Feet
5/4 x 7" Base Board	44 Linear Feet
3/4 x 3/4" Quarter Round	44 Linear Feet
1x 4 Door & Window Trim	55 Linear Feet
1 1/2" x 3/4" Bull Nose	20 Linear Feet
1 x 6 Window Trim	10 Linear Feet
Glass Fiber Blanket Insulation (Ceiling & Walls)	540 Square Feet

#### **Painting**

- Prime (one coat) and paint (two coats) all replaced wood and walls. Any unused portion of paint to remain on premises.
  - Primer
  - Wood Trim – Benjamin Moore “Old Prairie”
  - Walls – Benjamin Moore “Moonlight White”

#### **HVAC – Rittling Heater Model #RF200-06Ba00LASTDS3**

- Remove and replace Metasys Control Board AS-UNT111 control board and two (2) relays, RIBXTF
- Test for proper operation

5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):**  
Janine Torres, Office Manager

6. **Term of Agreement** (§3.1): 1 Year
7. **Completion Date** (§3.2): May 15, 2016
8. **Additional Insurance Coverage** (§6.2(e)):

## CONTRACT EXHIBIT B

### PAYMENTS

1. Lump Sum Method
  - a. **Maximum Project Amount:** \$39,986.00
  - b. **Payment Increments:** Upon Completion
  - c. **Reimbursable Expenses (if any):** None



## 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 maintain and 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. Additionally, this plan is intended to provide support to maintain connectivity to the mainland through Essential Destinations that provide access to critical services for the island community. 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. Essential Destinations – As an island located thirty miles off the mainland coast of the U.S., Nantucket considers certain destinations as essential for island services and needs. Currently Hyannis/Barnstable County provides critical services needed and desired by island residents. Due to demand levels and this unique need, Essential Destinations will be given consideration accordingly.
3. Priority Markets - Preference will be given to routes that provide connectivity to the national air transportation system as well as serve markets important to the island tourism 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).

4. 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.
5. The airline must offer a minimum of two nonstop flights per week
6. Seasonal and less than daily service is eligible however the airline must operate for a minimum of 60 days within the same year.
7. New routes or additional flights are defined as not being in place within the past twelve months.
8. 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).
9. Airline must submit request for incentive and provide flight schedule details thirty (30) days in advance to qualify.
10. The service must be available to the public for purchase through conventional means.
11. 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:

#### FEE WAIVERS

Service	Counter & Office Space	Signatory Fuel Discount *	Landing Fees (Qualifying Flights ONLY)
<b>New or Added Essential Destination Flights</b>	N/A/	N/A/	50% for first 6 months 25% for months 7-9
<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 years
<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 Airline</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 and annual lease in the terminal that meets airport established minimum standards and providing year round service			

Chart indicates percentage amounts that published rates will be reduced by, with the exception of the Signatory Fuel Discount.

**From:** Janine Torres  
**To:** ["Thomas F. Cunningham"](mailto:Thomas.F.Cunningham)  
**Subject:** RE: Request for Sub-Lease  
**Date:** Thursday, January 07, 2016 10:45:44 AM

---

Thanks Tom...and yes.

Janine M. Torres  
Office Manager  
**Nantucket Memorial Airport**  
14 Airport Rd, Unit 1  
Nantucket, MA 02554  
(508) 325-5303  
(508)-325-5306 Fax  
(508) 901-0726 Cell

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**From:** Thomas F. Cunningham [mailto:[TCunningham@nauticon.com](mailto:TCunningham@nauticon.com)]  
**Sent:** Thursday, January 07, 2016 10:50 AM  
**To:** Janine Torres <[jtorres@nantucketairport.com](mailto:jtorres@nantucketairport.com)>  
**Cc:** Thomas F. Cunningham <[TCunningham@nauticon.com](mailto:TCunningham@nauticon.com)>  
**Subject:** FW: Request for Sub-Lease

Janine, to your question regarding aircraft used by Blade; here is response from Melissa Tomkiel, President –Fixed Wing and Blade signatory to lease.

Do you think I still need to attend? Tom

---

**From:** Melissa Tomkiel [mailto:[melissa@flyblade.com](mailto:melissa@flyblade.com)]  
**Sent:** Thursday, January 07, 2016 10:44 AM  
**To:** Thomas F. Cunningham  
**Subject:** Re: Request for Sub-Lease

Hi Tom,  
The aircraft we will be using at the ramp are caravans and Pilatus PC-12s. Not helicopters.  
Melissa

On Jan 7, 2016, at 09:52, Thomas F. Cunningham <[TCunningham@nauticon.com](mailto:TCunningham@nauticon.com)> wrote:

M, see comment/question below. T

---

**From:** Janine Torres [mailto:[jtorres@nantucketairport.com](mailto:jtorres@nantucketairport.com)]  
**Sent:** Thursday, January 07, 2016 9:14 AM  
**To:** Thomas F. Cunningham  
**Cc:** Tom Rafter  
**Subject:** Request for Sub-Lease  
**Importance:** High

Hi Tom,  
Are you planning on attending the 1/12 Airport Commission Meeting in regards to your

request to sub-lease to Fly-Blade?

There are questions and concerns about whether Fly-Blade intends to use helicopters and/or other aircraft.

Janine M. Torres

Office Manager

**Nantucket Memorial Airport**

14 Airport Rd, Unit 1

Nantucket, MA 02554

(508) 325-5303

(508)-325-5306 Fax

(508) 901-0726 Cell

**Emily Air, LLC  
15878 Gaither Drive  
Gaithersburg, MD 20877**

December 12, 2015

Mr. Tom Rafter  
Airport Manager  
Nantucket Memorial Airport  
14 Airport Road  
Nantucket, MA 02554

Re: Lease of Hangar 1

Tom,

Emily Air, LLC would like to lease its hangar (Hangar 1) to Fly Blade under the terms set out in the enclosed lease. I respectfully request the approval of this lease by the Airport Commission.

Blade will use the space much as Ocean Wings did for years; as a dedicated space for the handling of its charter flight passengers.

If you have any questions or comments please do not hesitate to contact me. Cell 240 388 1199 or [tcunningham@nauticon.com](mailto:tcunningham@nauticon.com)

Sincerely,

  
Thomas F. Cunningham

Attachment

## HANGAR LEASE

THIS LEASE, dated the 25 day of November, 2015, between Emily Air, LLC with offices at 15878 Gaither Drive, Gaithersburg, MD 20877 ("LANDLORD") and Fly Blade, Inc. a Delaware Corporation having its principal place of business at 499 E. 34<sup>th</sup> Street, New York, NY 10016 ("TENANT").

WHEREAS, LANDLORD desires to lease to the TENANT and the TENANT desires to rent from the LANDLORD, for the term and subject to the provisions herein set forth a certain HANGAR:

NOW THEREFORE, the parties hereby agree as follows:

### ARTICLE I

#### PREMISES and TERM

1.1 LANDLORD leases to TENANT and TENANT rents from LANDLORD the HANGAR as shown and described in the Description annexed hereto as Exhibit "A" located at the Nantucket Memorial Airport in Nantucket, Massachusetts.

1.2 COMMENCEMENT and TERM. The term of this LEASE shall commence on March 1, 2016 and end on April 30, 2021 (the "Initial Term"). TENANT shall have the right to enter and use the HANGAR commencing March 1, 2016 to make renovations on the express condition that TENANT assumes the risk for any loss, damage and/or liability arising from TENANT'S use of the HANGAR and TENANT agrees further that LANDLORD'S ramp equipment shall remain stored in the HANGER until April 30, 2016. The parties agree that the TENANT'S first rental payment hereunder shall be due and payable May 1, 2016. TENANT shall have the option to renew this LEASE for an additional 5 year period at the conclusion of the Initial Term on the same terms and conditions contained in this LEASE.

1.3 ANNUAL ESCALATOR. The annual rent shall be increased each May 1<sup>st</sup> following May 1, 2016 during the Term by three (3%) percent.

1.4 PERMITTED USES AND SIGNAGE. The TENANT shall use and occupy the demised premises for the operation of its air charter service and storage of its or its affiliates' aircraft or its or its affiliates' ramp equipment. TENANT shall be permitted, subject to the provisions of Section 5.3 herein and applicable Town of Nantucket regulations, to hang its directional signage of similar specifications of LANDLORD'S current signage over the entrances to the Hangar.

## ARTICLE II

### RENT

2.1 RENT. The annual rent for the Hangar shall be Forty-Eight Thousand and 00/100 (\$48,000.00) Dollars payable in equal consecutive monthly installments of Four Thousand

(\$4,000.00) Dollars in advance commencing May 1, 2016.

2.2 ADDITIONAL RENT. In addition to the monthly rent, the TENANT shall pay directly (as "additional rent") utilities, "rent in lieu of taxes", property insurance and operating expenses affecting the Hangar. The term "utilities" shall mean natural gas, water, electricity and telephone service and these shall be paid directly by the TENANT. This Lease shall be treated as "triple net".

*The TENANT shall pay the first month's rent and the last month's rent upon execution of this LEASE.*

*TEG  
MT*

## ARTICLE III

### LIABILITY INSURANCE

3.1 As of March 1, 2016 and during the term of this Lease, TENANT shall at all times maintain comprehensive casualty insurance on the HANGAR with minimum limits of \$450,000.00 and comprehensive public liability insurance against injury to persons or damage to

property arising out the TENANT'S use of the HANGAR with minimum limits of \$5,000,000.00 with responsible companies duly authorized to write such insurance who are qualified to do business and are in good standing in the Commonwealth of Massachusetts. LANDLORD shall be named as a loss payee on both insurance policies. TENANT shall indemnify and hold the LANDLORD harmless against and from any and all liabilities, fines, suits, claims, demands and actions, and costs and reasonable expenses of any kind or nature, including reasonable attorneys' fees, due to or arising out of (a) any default in observing, violation or non-performance of any term, covenant or condition of this Lease on the part of the TENANT to be observed and performed and/or (b) any damage to person or property, including both transient and other aircraft, occasioned by the TENANT'S use and occupancy of the Hangar for any use or occupancy which the TENANT may permit or suffer to be made of the Hangar and/or (c) for any negligent acts committed by the TENANT, its agents, servants or employees.

3.1 CONTENTS' INSURANCE. During the term of this LEASE, the TENANT shall, at its expense and for its own benefit, insure the TENANT'S property in the Hangar (including aircraft hull) against damage and destruction by fire and theft, and shall not hold the LANDLORD liable for any loss thereof or thereto, absent negligence on the part of the LANDLORD. On the Commencement Date, TENANT shall furnish to LANDLORD a copy of the insurance policy providing such coverage together with a certificate requiring the carrier to notify LANDLORD of cancellation, termination or lapse thereof, and shall on the expiration of the term of any such policy similarly furnish LANDLORD each renewal policy and other certificate as aforesaid.

#### ARTICLE IV

#### CARE AND REPAIR OF HANGAR

4.1.1 MAINTENANCE. TENANT shall take good care of the Hangar and shall make all repairs necessitated by its misuse of the Hangar. TENANT acknowledges that opening of the aircraft door in high winds may cause damage to the door which shall be the responsibility of the TENANT. TENANT further agrees to abide by the Nantucket Memorial Airport Regulations pertaining to the storage of hazardous fluids and materials. (These guidelines to be posted in the premises.) LANDLORD warrants that as of the date of occupancy of the premises by TENANT the LANDLORD has abided by these same guidelines.

#### ARTICLE V

##### ASSIGNMENT, SUBLETTING and SHORT TERM RENTALS

5.1 ASSIGNMENT, SUBLEASE OR CERTAIN OTHER TRANSFERS. TENANT may not, without the LANDLORD'S consent, assign this LEASE or sublet the HANGAR or any part thereof to any other person or business entity in any form whatsoever or to any subsidiary of TENANT or to any entity resulting from TENANT'S consolidation or merger. Notwithstanding the foregoing, LANDLORD will permit TENTANT to sublease the HANGAR solely for the purposes of ramp equipment storage to current subleasees of LANDLORD (namely Jet Blue Airways, American Airways and Rectrix). TENANT may, (1) if applicable, reorganize into or out of a corporate structure or partnership provided (i) that such change does not affect a change in the actual and equitable ownership of TENANT; (ii) LANDLORD is notified in writing of such change within fifteen (15) days thereof. Upon timely notification LANDLORD of such change, the new entity shall be substituted as the TENANT hereunder. Any transfer of interest in TENANT, whether by an individual directly or in said individual's capacity as a shareholder, partner, or member, which transfer is caused by operation of law (other than by reason of

insolvency, bankruptcy, repossession or foreclosure) or by death or inheritance, shall not require the consent of the LANDLORD provided that the new party in interest (successor interest) thereto (a) notifies the LANDLORD in writing within fifteen (15) days thereafter of such change and the reason therefore, (b) promptly provides the LANDLORD, if so requested, with proper documentation supporting the stated reason for such change and (c) agrees in writing within said fifteen (15) day period to be bound by the terms hereof. In the event such change is brought about by reason of death, said fifteen (15) day period shall commence upon the expiration of the earlier of either (i) the appointment of the descendant's personal representative or (ii) 120 days after the date of death.

5.2 NANTUCKET MEMORIAL AIRPORT CONSENT TO THIS LEASE. This Lease and the obligations of the parties hereunder are expressly subject to the prior written consent to the assignment of this Lease by the Nantucket Memorial Airport Commission as more particularly set forth in ARTICLE 7.2 of the LEASE AGREEMENT between the Nantucket Memorial Airport Commission and the LANDLORD dated march 25, 2014, a copy of which is annexed hereto as Exhibit "B".

5.3 TENANT'S AGREEMENT TO COMPLY WITH THE TERMS OF THE NANTUCKET MEMORIAL AIRPORT LEASE AGREEMENT. TENANT hereby agrees to comply the all of the terms and conditions of a certain Lease between LANDLORD and the Nantucket Memorial Airport Commission dated March 25, 2014, a copy of which is annexed hereto as Exhibit "B".

ARTICLE VI  
SUBORDINATION

6.1 SUBORDINATION NON-DISTURBANCE AGREEMENT. This Lease shall be subject and subordinate to mortgages which now affect the real property of which the Hangar forms a part and to all renewals, modifications, consolidations and replacements of the presently existing mortgages. LANDLORD shall use its best efforts to obtain and cause to be delivered to the TENANT, within a reasonable time after the Commencement Date, an agreement from the holder of each such mortgage, which LANDLORD shall promptly execute if so requested, providing, in effect, that so long as no event of default on TENANT'S part has occurred and is continuing, it shall not be joined as a party defendant in any foreclosure action or proceeding which may be taken or instituted by the then holder of the mortgage by reason of any default under the mortgage, and that TENANT shall not be evicted from Hangar nor its leasehold estate hereunder be terminated or disturbed by reason of any default under the mortgage.

6.2 FUTURE MORTGAGES AND LEASE ENCUMBERANCES. This Lease shall also be subject and subordinate to any first mortgage or lease encumbrance by the LANDLORD held by a lending institution, which may hereafter affect the real property and to all renewals, modifications, consolidations and replacements thereof provided the holder of the first mortgage or lease executes and delivers to TENANT an agreement similar in effect to that referred to in the preceding paragraph.

6.3 SUBORDINATION AGREEMENT. Although no instrument or act by the TENANT shall be necessary to effect the above subordination, TENANT will, nevertheless, execute and deliver all further instruments that the mortgage holders or lenders may desire to confirm subordination of this Lease on the above terms.

ARTICLE VII

END OF TERM

7.1 Except as otherwise provided herein, TENANT shall, on the last day of the Initial Term or the Renewal Term hereby granted, or upon the sooner termination of said Initial Term or Renewal Term, peacefully surrender to the LANDLORD the Hangar, together with all alterations, renewals and replacements thereof in good order and repair excepting only such normal wear and tear as could not have been prevented by ordinary and usual repairs and maintenance, obsolescence in spite of repair and age to or destruction of the Hangar for which insurance proceeds are received by the LANDLORD. Upon such expiration or termination, the LANDLORD may re-enter and repossess the Hangar or pursue any remedy at law for the enforcement of any of the provisions of this Agreement at LANDLORD'S election.

7.2 No holding over by the TENANT after the termination of this LEASE shall operate to extend or renew this LEASE for any further term whatsoever by TENANT will by such holding over become the tenant-at-will of the TENANT and after written notice by LANDLORD to vacate the HANGAR, continued occupancy thereof by TENANT shall constitute TENANT a trespasser.

#### ARTICLE VIII

#### DEFAULT REMEDIES

8.1 DEFAULT, NOTICE, TERMINATION. If TENANT defaults in the performance of any term, covenant or condition of this LEASE including the payment of "additional rent" in a timely manner when billed, LANDLORD may give TENANT written notice of default. If TENANT does not cure any rent or additional rent default within fifteen (15) days, or any other default within thirty (30) days or, if the default is of such nature that it cannot be completed cured within thirty (30) days, if TENANT does not commence the cure within thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure the default, after notice

of default is given, the LANDLORD may terminate this LEASE by giving seven (7) days written notice to TENANT. This LEASE shall terminate on the date specified in the notice and TENANT shall quit and surrender the HANGAR to LANDLORD. If this Lease is so terminated by LANDLORD, it may at any time thereafter resume possession of the HANGAR by any lawful means and remove TENANT and other occupants and their effects.

8.2 CUMULATIVE REMEDIES. LANDLORD'S remedies hereunder are in addition to any remedy allowed by law.

8.3 LANDLORD'S CURE OF TENANT'S DEFAULT. If TENANT breaches any term, covenant, or condition of this LEASE, LANDLORD may, by giving reasonable notice to TENANT (except that no notice need be given in case of emergency) cure the breach at TENANT'S expense. All reasonable expenses, including legal fees, incurred by the LANDLORD in curing the TENANT'S breach shall be deemed additional rent payable on demand.

## ARTICLE IX

### NOTICES

9.1 Any notice, demand, request or other communication given hereunder or made by either party to the other shall be in writing and mailed, by certified mail in a postage paid envelope addressed as follows:

- a) If to TENANT, at its address set forth above.
- b) If to LANDLORD, at its address set forth above, with copy to:

Kevin F. Dale, Esq.  
Vaughan, Dale, Hunter and Beaudette, P.C.  
2 Whaler's Lane, P.O. Box 659  
Nantucket, MA 02554

508-228-4455  
[kevin@vdhlaw.com](mailto:kevin@vdhlaw.com)

or at any other address that TENANT or LANDLORD respectively may designate by written notice under this Article.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

10.1 NON-WAIVER. Failure of either party to insist on the strict performance of any term, covenant or condition hereof shall not be construed as a waiver of such term, covenant or condition in any other instance.

10.2 WRITTEN MODIFICATION. This LEASE cannot be changed or terminated orally but only by an agreement signed by both parties.

10.3 COVENANT OF QUIET ENJOYMENT. The LANDLORD and its agents, successors and assigns, shall not interfere with the TENANT'S quiet enjoyment of the leased Premises and use of the leased Premises for storage and maintenance of TENANT'S aircraft.

10.4 NO REPRESENTATIONS. Neither party has made any representations or promises, except as contained in this LEASE.

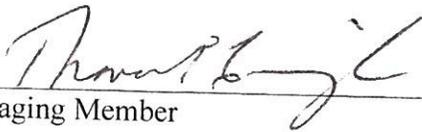
10.5 HEADINGS. Headings in this LEASE are for convenience and reference only and shall not be used to interpret or construe its provisions.

10.6 GOVERNING LAW AND VENUE. This Lease shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts and any lawsuits, actions or proceedings arising out of or in connection herewith shall only be brought in the District or Superior Departments of the Massachusetts Trial Court.

10.7 COUNTERPARTS. This LEASE may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the LANDLORD and TENANT have duly executed this  
Lease the day and year first above written.

LANDLORD: Emily Air, LLC

By:   
Managing Member

TENANT: Fly Blade, Inc.

By:   
MELOSA TOUKIER  
PRESIDENT - FLYBLADE

EXHIBIT "A"

Hangar: Hangar A  
Nantucket Memorial Airport  
14 Airport Road  
Nantucket, MA 02584

**NANTUCKET MEMORIAL AIRPORT COMMISSION  
LEASE AGREEMENT**

This Lease Agreement executed on the 25 day of March, 2014, by and between the Town of Nantucket acting by and through the NANTUCKET MEMORIAL AIRPORT COMMISSION, an airport commission established pursuant to Massachusetts General Laws, Ch. 90, Sec. 51E, hereinafter called the "Landlord", and Emily Air LLC hereinafter called the Tenant, and the Tenant hereby leases the Premises described below in accordance with the following terms and conditions.

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

**ARTICLE ONE – Lease Data**

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

**Tenant:** Emily Air, LLC  
550 Barnstable Road  
Hyannis, MA 02601

**Premises:** 12 Airport Road, Nantucket, MA 02554  
8,811 ± Square Feet, as described on Exhibit A1 & A2, attached hereto  
and Exhibit A3, which shall be the plan to be produced by Tenant pursuant to Section  
2.1 hereof

**Permitted Use:** Aircraft Storage, Aircraft Maintenance  
Charter & Flight School Operations

**Base Rent:** \$3,876.84 Annually, or \$323.07 Monthly  
as adjusted annually in accordance with Section 3.1

**Additional Rent:**

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

Local Taxes - Determined by Assessor(s)

All Applicable Rates & Charges -- Determined annually

**Bond:** \$100,000

**Commencement Date:** \_\_\_\_\_, 2014

**Initial Term:** Twenty (20) Years

**Options to Extend:** One – Ten (10) Year

**Security Deposit:** \$975.00

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

## ARTICLE TWO - Premises

2.1 Premises. Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, the Premises, as described on Exhibit A attached hereto and incorporated herein, upon and subject to the terms of this Lease, together with a non-exclusive right to use the existing driveway access from Airport Road to the Premises. The Parties agree that, notwithstanding the foregoing, the exact location and extent of the Premises are to be mutually agreed to by the Parties, and shall be shown on a formal plan, stamped by a professional engineer, to be produced by Tenant at its sole expense within thirty (30) days of the date of this Lease. The Parties agree to append such plan to this Lease as part of Exhibit A, and said plan shall be deemed a part of this Lease. Notwithstanding anything to the contrary in this Lease, the Premises may be used only for aeronautical purposes, as such term is defined by the Federal Aviation Administration (FAA), and for no other purpose.

2.2 Obligations of Tenant. The Tenant shall be solely responsible for obtaining all permits, licenses, consents, and approvals required by applicable federal, state or local laws and regulations and by any governmental body having jurisdiction over the use of the Premises and the construction of any buildings and improvements on the Premises which, if permitted by the terms of this Lease and subject to Landlord's prior written approval, Tenant may make undertake. Promptly upon receipt of such permits, licenses, consents and approvals, Tenant shall present copies of the same to the Airport Manager. Landlord may, in its discretion, terminate this Lease without penalty if Tenant shall fail to obtain all such required permits, licenses, consents and approvals within 120 days of the date of this Lease. Tenant also agrees to have any construction completed within one year from the date of this Lease.

2.3 Condition of Premises. The Parties agree that, notwithstanding anything to the contrary in this Lease, the Premises are hereby leased in an "as is" condition without any express or implied representations or warranties whatsoever, it being expressly understood and agreed that Tenant is solely responsible to confirm for itself whether the Premises are suitable for its intended purpose. The Parties also agree that Landlord is not obligated to install services or facilities in the Premises beyond those now in place.

2.4 Public Utilities. Tenant will be responsible for bringing to the Premises, and for making all connection to, public utilities. All connection charges and other costs incurred for public utilities will be paid for by the Tenant.

## ARTICLE THREE – Rent and Other Charges

3.1 Base Rent. Tenant shall pay to the Landlord, during the term hereof, the Base Rent set forth in Article One, above, such amount to be paid in twelve equal monthly installments, in advance on or before the first day of each month. Base Rent shall be increased, but not decreased, annually based on the change in the federal CPI-W rate as published by the United States Bureau of Labor Statistics, effective on the anniversary of the Commencement Date specified in Article One, above. Further, on each five year anniversary of the Commencement Date, the Base Rent shall be increased, but not decreased, based on the greater of (i) the change in the CPI-W, as described above and (ii) the fair market rental value of the Premises as of such date as determined by an a qualified independent real estate appraiser identified by the Landlord to which the Tenant has no reasonable objection. Tenant agrees that it shall pay all Rent, and Additional Rent as defined below, without any offset or deduction whatsoever.

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

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

(ii) all taxes, fees and charges assessed against the Premises and the property and any improvements located thereon in accordance with applicable laws and regulations; and

(iii) such other fees and charges as may be required to be paid by the Nantucket Memorial Airport's Fees and Charges, as the same may be amended from time to time.

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

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

3.4 Removal and Restoration Bond. At least ninety (90) days prior to expiration of the Initial Term of the Lease (or any extended term if Article 1 allows for an option to extend the Initial Term and such term is extended in accordance with this Lease), the Tenant shall post a bond in the amount set forth in Article 1, or if no such amount is so indicated, an amount (i) sufficient to assure the removal of all improvements, if any, installed on the Premises by Tenant and restoration of the Premises to its original condition (reasonable wear and tear excepted) and (ii) satisfactory to Landlord. Notwithstanding the foregoing, such amount shall be subject to such reasonable adjustment as the Landlord may determine. Upon expiration of the Lease, except as otherwise directed in a subsequent writing by Landlord, Tenant shall remove all its property and Tenant-installed improvements from the Premises and restore the Premises to its original condition (reasonable wear and tear excepted), failing which Landlord may use the removal and restoration bond for such purpose, and Tenant shall be responsible to pay for any costs incurred by Landlord in so doing in excess of the amount payable under the bond.

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

#### ARTICLE FOUR -- Term and Extensions

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

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

Except as may be otherwise agreed in writing by the Parties in the form of an amendment to this Lease, all provisions of the Lease shall apply for any extended term, except that the Base Rent for the initial year of the extension period shall be the Base Rent for the final year of the then-current term, as adjusted as provided in Section 3.1, above, which amount shall be increased similarly thereafter.

4.3 Holding Over. If, after the termination or expiration of this Lease, Tenant shall remain in possession without any express written agreement as to such holding over, Tenant shall be deemed to be a tenant at sufferance from day to day at a daily rental rate equal to two hundred fifty percent (250%) of the Base Rent previously in effect. During such continued occupancy, all other provisions of this Agreement (except as to the term) shall be in effect.

#### ARTICLE FIVE - Rules and Regulations Governing the Airport

5.1 Acceptance of Airport Rules and Regulations. Tenant shall observe and obey all requirements, rules, laws and regulations promulgated by the Landlord and other local, state and federal agencies and governmental bodies having jurisdiction over the Nantucket Memorial Airport, including, but not limited to, the Nantucket Memorial Airport Commission, the FAA, and the Massachusetts Aeronautics Commission. In addition to, and not to the exclusion or in limitation of, all other applicable rules, requirements, and regulations promulgated by the FAA, Tenant agrees to conduct its operations in compliance with the Federal Aviation Regulations, so called, including all amendments hereafter made, as embodied in 49 C.F.R. Part 107, as the same may be amended or superseded from time to time. Tenant further agrees to comply with all fire fighting and safety equipment requirements consistent with the nature of the Premises to comply with local codes and fire regulations of the Town of Nantucket and will not take, or fail to take, any action that would or can be reasonably expected to adversely affect the insurability of the Premises or any other portion of the Airport.

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

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

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

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

(b) As a covenant running with the Premises that (i) no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the

grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (iii) that the Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended;

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

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

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

#### ARTICLE SIX – Use of Premises

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

#### ARTICLE SEVEN – Tenant Covenants and Restrictions

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

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

Tenant shall procure and pay for all necessary permits before undertaking any work on the Premises, and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirements of insurers, employing new materials of prime quality and shall defend, hold harmless,

exonerate and indemnify Landlord from all injury, loss or damage to any person or property occasioned by such work. Tenant improvements, alterations and repairs shall be done and materials and labor furnished at Tenant's expense, and the laborers and material men furnishing labor and materials to the Premises or any part thereof shall release Landlord and the Premises from any liability.

All structural and nonstructural improvements and additions made by Tenant, including the existing wood frame hangar building now located upon the Premises shall be the exclusive property of the Tenant. So long as it is not in default of any of its obligations under the Lease, Tenant may at any time, at its sole option, remove any such improvements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.7 Hazardous Materials. Tenant shall not use, handle, store or dispose of any Hazardous Waste, Hazardous Material, Oil or radioactive material, as such terms are used or defined in Section 2 of Chapter 21C, Section 2 of Chapter 21D, and Section 2 of Chapter 21E of the General Laws of Massachusetts, and the regulations promulgated thereunder, as such laws and regulations may be amended from time to time (collectively "Hazardous Materials") in, under, on or about the Premises except for such storage and use consented to by Landlord in advance in writing, which consent may be withheld in Landlord's sole and absolute discretion. Any Hazardous Materials on the Premises, and all containers therefore, shall be used, kept, stored and disposed of in conformity with all applicable laws, ordinances, codes, rules, regulations and orders of governmental authorities. Any violation of said laws, rules or regulations shall be deemed a material breach of this Lease for which Landlord may terminate this Lease. Tenant shall (i) notify Landlord immediately of any discovery, release or threat of release of any Hazardous Materials on or from the Premises and any loss or damage or claim of loss or damage resulting therefrom, (ii) be solely responsible for remediating all contamination in full compliance with all applicable statutes, regulations and standards, at Tenant's sole cost and expense, and, in addition to all other rights and remedies available to Landlord, (iii) indemnify, defend and hold Landlord harmless from and against all liability, loss, damage, costs and expenses (including without limitation, reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of any nature in any way suffered, incurred, or paid as a result of the presence or release or threatened release of Hazardous Materials on or from the Premises which is caused or exacerbated by Tenant, its agents, employees, contractors, representatives, licensees, or invitees. Tenant hereby acknowledges and agrees that Landlord shall have no responsibility to Tenant, its agents, employees, representatives, permittees and invitees, for the presence of such Hazardous Materials on the Premises or be required to abate or remediate the same. This provision shall survive the expiration or termination of this Lease.

#### ARTICLE EIGHT - Indemnity and Public Liability Insurance

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

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

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

(b) A policy of fire and extended coverage insurance upon its building and leasehold improvements, furniture, furnishings, fixtures and equipment to the full insurable value thereof and any applicable equipment vendors or lenders give the Airport satisfactory releases from fire and extended coverage liability;

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

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

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

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

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

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

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

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

#### ARTICLE NINE – Default and Landlord's Remedies

9.1 **Tenant's Default.** If at any time subsequent to the date of this Lease any one or more of the following events (herein referred to as a "Default of Tenant") shall happen, Landlord may, in addition to all other rights and remedies available to it, terminate this Lease upon ten days' notice to Tenant and Tenant will then quit and surrender the Premises to Landlord, and Tenant shall remain liable as herein provided (Tenant hereby waiving any rights of redemption under Massachusetts General Laws c. 186 §11):

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

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

(iii) Tenant shall neglect or fail to perform or observe any other covenant herein contained on Tenant's part to be performed or observed and Tenant shall fail to remedy the same as soon as practicable and in any event within thirty (30) days after written notice to Tenant specifying such neglect or failure, or if such failure is of such a nature that Tenant cannot reasonably remedy the same within such thirty (30) day period, Tenant shall fail to commence promptly (and in any event within such thirty (30) day period) to remedy the same and to prosecute such remedy to completion with diligence and without interruption; or

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

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

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

(vii) If a failure of Tenant to pay Base Rent or charges as set forth in clauses (i) and (ii) above shall occur but be cured by Tenant within the applicable grace period on three or more occasions within any rolling 365 day period, such shall constitute a Default of Tenant.

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

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

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

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

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

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

9.7 Lender's Rights – See also the provisions of Article Twelve hereof, regarding the rights of a Lender in the event of Tenant default.

## ARTICLE TEN -- Tenant Obligation Upon Lease Termination

10.1 Restoration of Premises. Subject to the provisions hereof, upon the expiration or earlier termination of this Lease, the Tenant shall have the obligation, at its expense, to dismantle and remove the structures it has constructed upon the Premises and to remove and dispose of any hazardous waste deposited thereon by the Tenant, and to restore the Premises to its original condition, reasonable wear and tear excepted. Such removal and restoration shall be commenced only after written notice is given to the Landlord and shall be completed within forty-five (45) days; provided, however, that if, upon receipt of such notice, the Landlord determines that Tenant is in default of any provision hereof, which default is not otherwise cured by Tenant or Tenant's mortgagee or lender within thirty (30) days of Landlord's receipt of such notice, Landlord, in its discretion may elect by written notice to instruct the Tenant not to remove the improvements, or any part thereof, and may take possession thereof as security for the performance of the terms hereof. Landlord, in its discretion may elect by written notice to instruct the Tenant not to remove the improvements, or any part thereof, and may take possession thereof as security for the performance of the terms hereof, unless Tenant or Tenant's mortgagee or lender cures any and all defaults or nonperformance within thirty (30) days of Tenant's receipt of such written notice. Notwithstanding Landlord's election to take possession of the improvements, Tenant shall continue to be obligated to restore the Premises as aforesaid.

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

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

## ARTICLE ELEVEN -- Miscellaneous

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

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

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

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

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

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

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

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

11.10. Notwithstanding anything to the contrary in this Lease, Landlord does not waive and hereby reserves all rights, remedies and defenses under G.L. c. 258.

#### ARTICLE TWELVE - Lender's Rights

12.1. Pledge of Lease. Notwithstanding any term of this Lease to the contrary, TENANT may pledge and assign this Lease together with all rights related thereto as security for a loan made to TENANT by Cape Cod Five Cents Savings Bank in the original principal amount of \$340,000.00, or such other loan to a future first mortgage lender in an amount to be determined, subject to Landlord's consent, which shall not be unreasonably withheld, provided that, in the event that such bank or any such lender succeeds to the interests of Tenant hereunder, the Premises shall be used only for aeronautical purposes, and for no other purpose.

12.2. Lender's Right's. If LANDLORD receives written notice from a lender by certified mail, return receipt stating that the lender has made a loan secured by the Lease, which notice identifies the Lender and states the Lender's address and is accompanied by copies of the relevant loan documents, then such lender ("Lender") shall have the following rights together with such other rights as may be granted under the Lease:

- (a) LANDLORD agrees to accept payment and performance from Lender as if made by TENANT, provided such payment and performance is made within the times stated in this Lease.
- (b) LANDLORD upon providing TENANT any notice of a default under this Lease, shall at the same time provide a copy of such notice to Lender, and Tenant, upon receiving such a notice from Landlord, shall promptly provide a copy of such notice to the Lender. No such notice by LANDLORD to TENANT shall be deemed to have been duly given unless and until a copy thereof has also been mailed by certified mail, postage prepaid, to Lender, provided that any good faith failure of Landlord to send such notice to Lender shall not constitute a breach of this Lease; nor shall such failure prevent Landlord from terminating this Lease if Lender received notice of default from Tenant. From and after the date that such notice has been given to Lender, Lender shall have the same period after the giving of such notice for remedying any defaults or terminations which are the subject matter of a notice as is given to TENANT under the Lease.
- (c) TENANT hereby authorizes Lender to take any such action to cure TENANT's defaults at such Lender's option.

- (d) In the event of foreclosure, the Lender shall have the right, at its option, but subject to the terms of this Lease, to assign or transfer TENANT'S interest in the leasehold to any other assignee or transferee, provided however that at such time and as a condition of any such assignment or transfer, any and all defaults of the TENANT under the lease shall have been cured to the reasonable satisfaction of the LANDLORD, and provided further, that such assignee or transferee shall expressly assume all of the covenants, agreements, and obligations of the Tenant under this Lease by written instrument to be recorded at the Nantucket Registry District of the Land Court, and such assignee or transferee shall use the Premises only for aeronautical purposes, and for no other purpose.

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

NANTUCKET MEMORIAL AIRPORT  
COMMISSION

TENANT: EMILY AIR, LLC.

By: *Daniel W. Drake* Date: 3/25/14

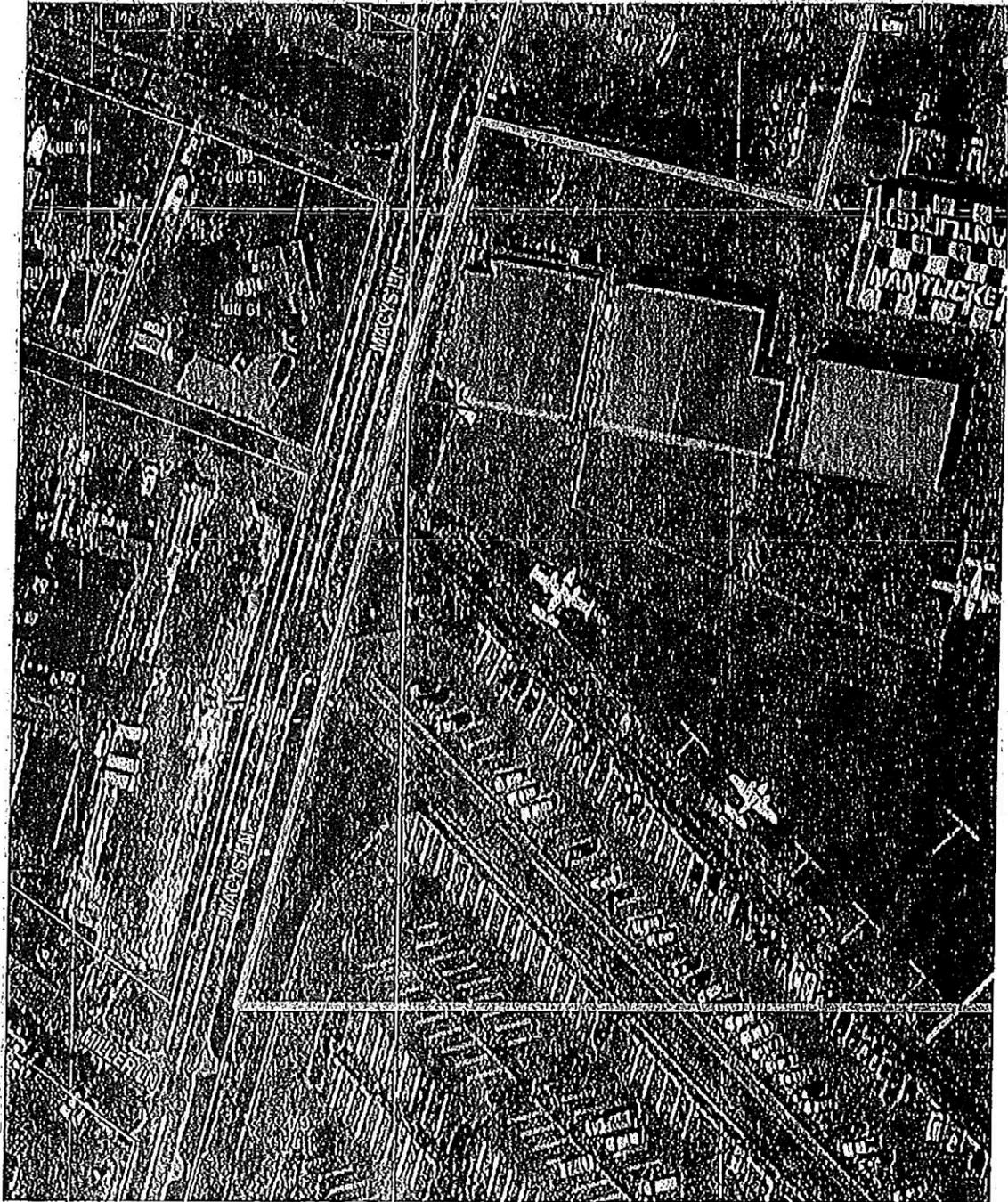
~~Daniel W. Drake, Chairman~~

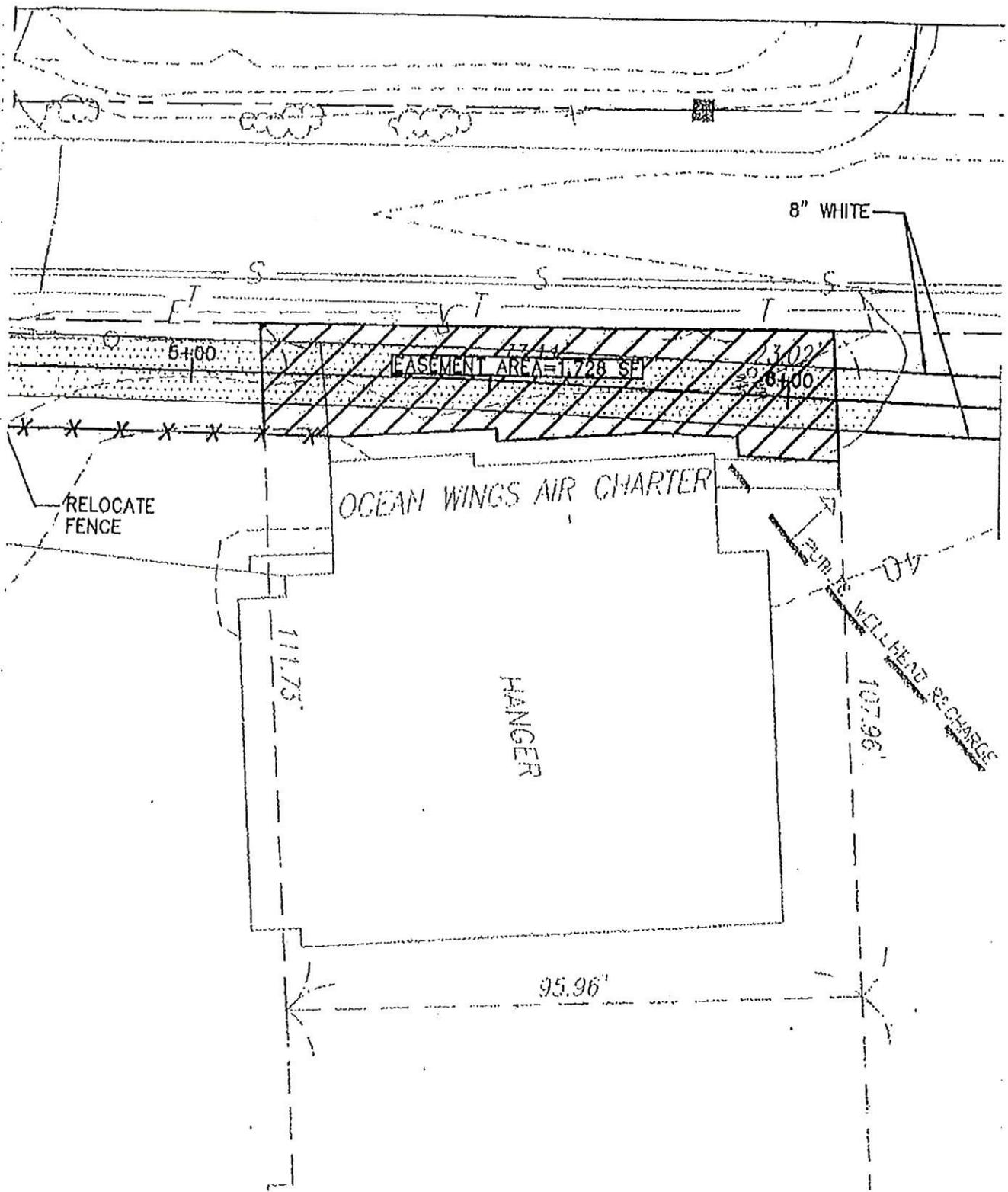
*Daniel W. Drake* Date: 3/25/14  
DANIEL W. DRAKE, CHAIRMAN

By: *Thomas F. Cunningham* Date: 3-17-14

Thomas F. Cunningham, President

447766v2/NANTAIR/0001





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

**NANTUCKET MEMORIAL AIRPORT COMMISSION**

**Policy for Addressing Change Orders  
Modernization of the Air Traffic Control Tower**

1. Change orders involving a net additional cost to the Airport of more than \$10,000.00 shall only be executed by the Airport Manager after they have been approved by the Airport Commission at a scheduled meeting.
2. Change orders involving a net additional cost to the Airport of \$10,000.00 or less (or a net credit to the Airport) may be executed by the Airport Manager without the prior approval of the Commission and shall have full force and effect as if approved by the Commission.
3. Change orders executed and submitted to the general contractor pursuant to paragraph 2, above, shall be reviewed by the Airport Commission at its next regularly scheduled meeting.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## MARON CONSTRUCTION CO., INC.

180 BUTTONHOLE DRIVE • PROVIDENCE, RI 02909 • P.O. BOX 6726 • PROVIDENCE, RI 02940 • PHONE: (401)272-4930 • FAX: (401)751-7192  
www.maronconstruction.com • EMAIL: tmaron@mccri.com

December 17, 2015

Nantucket Memorial Airport  
14 Airport Road  
Nantucket, MA 02554  
Attn: Thomas Rafter/Janine Torres

**Re: Nantucket Airport- ATC Tower Modernization  
Contract ACK-ATCT2015  
Nantucket, MA**

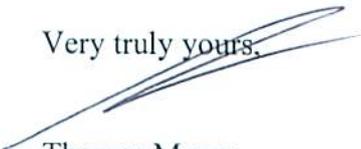
**PCO 002**

Greetings:

The following cost is provided for the work associated with the added wall thickness for the wall piping. Therefore:

Custom Iron Works	\$1,339.00
GC OH & profit 15%	\$201.00
Bond	<u>\$15.00</u>
Total cost	\$1,555.00

Very truly yours,

  
Thomas Maron

Cc: David Coppola, Jacobs



AN EQUAL OPPORTUNITY EMPLOYER



1600 FLAT RIVER ROAD•COVENTRY, RI 02816• TEL. (401) 826-3310•FAX (401) 826-3303  
EMAIL: [brian@customironw.com](mailto:brian@customironw.com)

**DATE:** 12/16/15  
**TO:** Dave Maron-Maroon Construction Co., Inc.  
**FROM:** Anthony Grace  
**RE:** Quote: Nantucket Airport Traffic Control Modernization  
Steel Size Change to Cab Structure

**We are hereby submitting a Structural quote on the above project for the amount of: \$1,339.20**

**This price includes:**

Contract Drawing specified 5" o.d. x .250 Wall Pipe at Cab Columns Submittal Drawings came back from Engineering showing 5" o.d. x .500 Wall Pipe

Original 5" Diameter x .250 x 20'-0" = 14.21 FT x 20'-0" x 4 = \$1,136.80

Revised 5" Diameter x .500 x 20'-0" = 30.95 FT x 20'-0" x 4 = \$2,476.00

The difference in cost that needs to be added is \$1,339.20

**All items are to be supplied and galvanized unless noted otherwise.**

**This price excludes:**

1. Surveying and engineering services
2. Protection of existing conditions
3. Demolition and shoring
4. Grouting
5. Finish paint
6. Sales Tax

**Price is based on the following condition(s):**

1. Access for men, material and equipment
2. We will honor this quote for (30) days



## MARON CONSTRUCTION CO., INC.

180 BUTTONHOLE DRIVE • PROVIDENCE, RI 02909 • P.O. BOX 6726 • PROVIDENCE, RI 02940 • PHONE: (401)272-4930 • FAX: (401)751-7192  
www.maronconstruction.com • EMAIL: tmaron@mccri.com

December 17, 2015

Nantucket Memorial Airport  
14 Airport Road  
Nantucket, MA 02554  
Attn: Thomas Rafter/Janine Torres

**Re: Nantucket Airport- ATC Tower Modernization  
Contract ACK-ATCT2015  
Nantucket, MA**

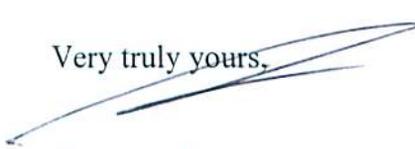
**PCO 003**

Greetings:

The following cost is provided for the work associated with the (8) WT assemblies per the SK. Therefore:

Custom Iron Works	\$5,850.00
GC OH & profit 15%	\$877.00
Bond	<u>\$67.00</u>
Total cost	\$6,794.00

Very truly yours,

  
Thomas Maron

Cc: David Coppola, Jacobs



AN EQUAL OPPORTUNITY EMPLOYER



1600 FLAT RIVER ROAD • COVENTRY, RI 02816 • TEL. (401) 826-3310 • FAX (401) 826-3303  
 EMAIL: [brian@customironw.com](mailto:brian@customironw.com)

**DATE:** 12/16/15  
**TO:** Dave Maron-Maron Construction Co., Inc.  
**FROM:** Brian Grace  
**RE:** Change Order Request-(8) Added WT Assemblies  
**Project:** Nantucket Airport Traffic Control Modernization

**We are hereby submitting a Structural Change Order Request on the above project for the amount of:**

(8) WT Assemblies per SK at Chevron Braces

Material-Steel:		1,719.93
Shop Drawings:		185.00
Labor:		
Shop Hours 24.00 Rate 22.50 per hour		540.00
Workers Comp Rate 3.27		78.48
General Liability Rate 1.07		25.68
FICA Taxes Rate 1.73		41.52
FUTA/SUTA Rate .79		4.56
Prevailing Wages Hours 32.00 Rate 56.33 per hour		1,802.56
Workers Comp Rate 27.58		882.56
General Liability Rate 2.67		85.44
FICA Taxes Rate 4.32		138.24
FUTA/SUTA Rate 1.97		63.04
Profit 5%:		<u>283.00</u>
<b>Total:</b>		<b>\$5,850.00</b>



## MARON CONSTRUCTION CO., INC.

180 BUTTONHOLE DRIVE • PROVIDENCE, RI 02909 • P.O. BOX 6726 • PROVIDENCE, RI 02940 • PHONE: (401)272-4930 • FAX: (401)751-7192  
www.maronconstruction.com • EMAIL: tmaron@mccri.com

January 4, 2016

Nantucket Memorial Airport  
14 Airport Road  
Nantucket, MA 02554  
Attn: Thomas Rafter/Janine Torres

**Re: Nantucket Airport- ATC Tower Modernization  
Contract ACK-ATCT2015  
Nantucket, MA**

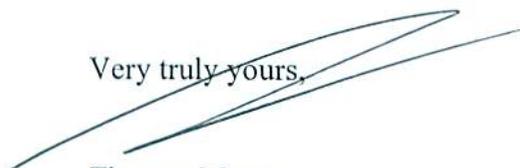
**PCO 004**

Greetings:

The following cost is provided for the work associated with the deletion of the under cabinet refrigerator. Therefore:

Deduct	< \$228.00 >
GC OH & profit 15%	< \$23.00 >
Bond	< \$3.00 >
Total cost	< \$254.00 >

Very truly yours,

  
Thomas Maron

Cc: David Coppola, Jacobs



AN EQUAL OPPORTUNITY EMPLOYER



Nantucket Memorial Airport

# Monthly Statistical Report

(November 2015)



# Nantucket Memorial Airport

## Operations FY2015 vs. FY2016

		CY 2015						CY 2016							
		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	
FY 2016	ITINERANT	Air Carrier	280	310	162	56	0								808
		Air Taxi	11,164	10,138	7,886	6,157	4,360								39,705
		General Aviation	6,157	5,941	3,970	2,607	2,036								20,711
		Military	99	29	69	45	64								306
	TOTAL	Intinerant	17,700	16,418	12,087	8,865	6,460								61,530
LOCAL	Civil		22	5	30	32	5							94	
		Military	13	0	0	12	0							25	
	TOTAL	Local	35	5	30	44	5							119	
	TOTAL	Operations	17,735	16,423	12,117	8,909	6,465								61,649
	% Change	5.53%	-5.99%	6.88%	5.27%	3.01%									

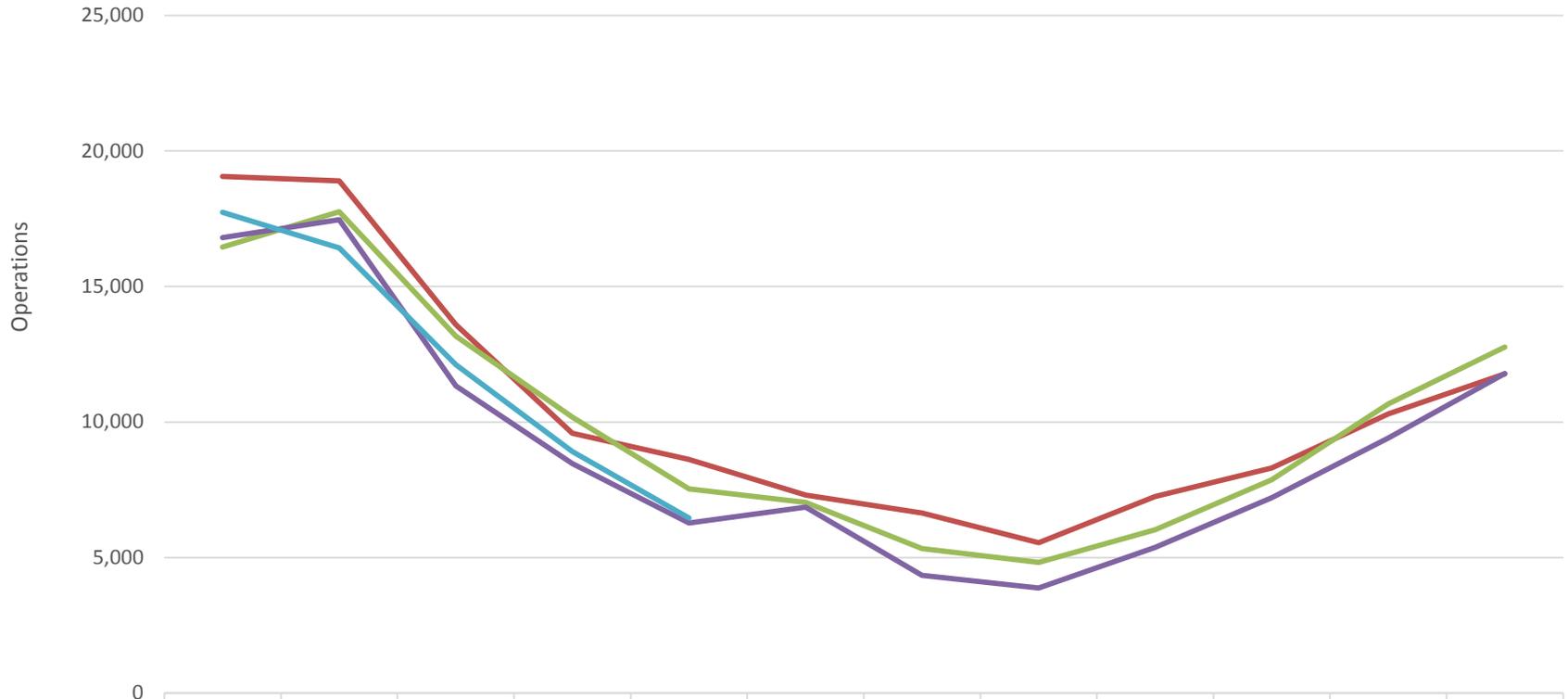
**November 2015 vs. November 2016 UP 3.01%**  
**YTD UP 2.15%**

	JUL	AUG	SEP	OCT	NOV	TOTAL	% Change
<b>Operations FY2012</b>	17,069	16,571	11,730	9,580	7,892	62,842	
<b>Operations FY2013</b>	19,062	18,899	13,589	9,581	8,624	69,755	11.00%
<b>Operations FY2014</b>	16,459	17,761	13,170	10,184	7,532	65,106	-6.66%
<b>Operations FY2015</b>	16,805	17,470	11,337	8,463	6,276	60,351	-7.30%
<b>Operations FY2016</b>	17,735	16,423	12,117	8,909	6,465	61,649	2.15%



# Nantucket Memorial Airport

Operations FY 2013-2016



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Operations FY2013	19,062	18,899	13,589	9,581	8,624	7,309	6,645	5,546	7,257	8,305	10,302	11,779
Operations FY2014	16,459	17,761	13,170	10,184	7,532	7,040	5,329	4,821	6,031	7,870	10,675	12,767
Operations FY2015	16,805	17,470	11,337	8,463	6,276	6,861	4,341	3,883	5,378	7,209	9,416	11,786
Operations FY2016	17,735	16,423	12,117	8,909	6,465							



# Nantucket Memorial Airport

## Passenger Enplanements FY2015 vs. FY2016

FY2016 AIRLINE	CY 2015						CY 2016						TOTAL
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	
Cape Air (KAP)	7,229	8,182	6,178	3,366	1,776								26,731
United Airlines	2,093	1,686	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed		3,779
Delta Airlines	2,193	2,696	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed		4,889
Island Air (ISA)	4,972	4,803	4,269	4,272	3,252								21,568
JetBlue Airways	10,030	11,536	6,175	2,062	Closed	Closed	Closed	Closed	Closed	Closed			29,803
Nantucket Air (ACK)	1,580	1,540	1,275	1,347	868								6,610
Tradewind Aviation	1,218	1,387	666	199	111								3,581
US Airways	1,935	1,422	259	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed		3,616
Monthly Total	31,250	33,252	18,822	11,246	6,007								100,577
% Change Prior Year	-3.21%	-6.34%	-2.21%	-2.72%	-10.21%								

**November 2015 vs. November 2016 Down -10.21%**  
**YTD Down - 4.47%**

	JUL	AUG	SEP	OCT	NOV	TOTAL	% Change
Enplanements FY 2012	31,199	31,788	18,774	12,012	9,029	102,802	
Enplanements FY 2013	31,484	32,852	19,449	12,130	8,476	104,391	1.55%
Enplanements FY 2014	32,009	35,758	20,330	12,665	7,717	108,479	3.92%
Enplanements FY 2015	32,285	35,503	19,247	11,561	6,690	105,286	-2.94%
Enplanements FY 2016	31,250	33,252	18,822	11,246	6,007	100,577	-4.47%



# Nantucket Memorial Airport

## Operations and Enplanements November FY2015 vs. FY2016

AIRLINE	OPERATIONS			ENPLANEMENTS		
	FY15 November	FY16 November	% Diff.	FY15 November	FY16 November	% Diff.
Cape Air (KAP)	328	328	0%	1,619	1,776	10%
Piedmont/United	Closed	Closed	Closed	Closed	Closed	Closed
Continental Connection (Comut air)	Closed	Closed	Closed	Closed	Closed	Closed
Delta Express (Freedom Air)	Closed	Closed	Closed	Closed	Closed	Closed
Delta Airlines	Closed	Closed	Closed	Closed	Closed	Closed
Island Air (ISA)	499	466	-7%	3,578	3,252	-9%
JetBlue Airways	Closed	Closed	Closed	Closed	Closed	Closed
Nantucket Air (ACK)	318	204	-36%	1,392	868	-38%
Tradewind Aviation	41	46	12%	101	111	10%
USAirways (Air Wisconsin - AWI)	Closed	Closed	Closed	Closed	Closed	Closed
Monthly Total	1,186	1,044	-12%	6,690	6,007	-10%



# Nantucket Memorial Airport

Cape Air and Jet Blue Average Load Factors for ACK-BOS

Nantucket Memorial Airport Total Passenger Enplanements CAPE AIR 9 Seats (BOSTON)								
		2015					2014	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	723	174	4.16	9	46%	4%	696	
February	707	140	5.05	9	56%	1%	697	
March	865	201	4.30	9	48%	0%	869	
April	1286	231	5.57	9	62%	3%	1252	
May	1820	331	5.50	9	61%	-8%	1976	
June	2491	400	6.23	9	69%	-9%	2739	
July	4740	788	6.02	9	67%	23%	3869	
August	5297	763	6.94	9	77%	25%	4240	
September	4321	642	6.73	9	75%	29%	3360	
October	2502	392	6.38	9	71%	9%	2298	
November	1326	220	6.03	9	67%	6%	1256	



# Nantucket Memorial Airport

## Cape Air Average Load Factors for ACK-EWB

Nantucket Memorial Airport Total Passenger Enplanements CAPE AIR 9 Seats (EWB)								
		2015					2014	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	114	48	2.38	9	26%	73%	66	
February	110	36	3.06	9	34%	51%	73	
March	153	54	2.83	9	31%	65%	93	
April	278	59	4.71	9	52%	49%	186	
May	362	66	5.48	9	61%	-25%	482	
June	454	82	5.54	9	62%	-41%	771	
July	1141	205	5.57	9	62%	2%	1114	
August	1316	213	6.18	9	69%	-6%	1398	
September	720	154	4.68	9	52%	5%	685	
October	421	98	4.30	9	48%	-3%	433	
November	268	60	4.47	9	50%	37%	196	



## Cape Air, ACK Air and Island Air Average Load Factors for ACK-HYA

Nantucket Memorial Airport Total Passenger Enplanements CAPE AIR 9 Seats (HYA)								
	2015						2014	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	12	5	2.40	9	27%	71%	7	
February	22	10	2.20	9	24%	83%	12	
March	8	9	0.89	9	10%	0%	8	
April	0	0	#DIV/0!	9	#DIV/0!	#DIV/0!	0	
May	5	15	0.33	9	4%	-69%	16	
June	0	0	#DIV/0!	9	#DIV/0!	-100%	18	
July	179	59	3.03	9	34%	-2%	183	
August	203	60	3.38	9	38%	-11%	227	
September	107	48	2.23	9	25%	410%	21	
October	122	36	3.39	9	38%	#DIV/0!	0	
November	61	13	4.69	9	52%	61%	38	

Nantucket Memorial Airport Total Passenger Enplanements Nantucket Air 9 Seats (HYA)								
	2015						2014	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	1004	289	3.47	9	39%	-25%	1346	
February	1157	261	4.43	9	49%	-14%	1340	
March	1613	344	4.69	9	52%	-19%	1999	
April	1727	354	4.88	9	54%	-27%	2375	
May	1489	325	4.58	9	51%	-44%	2648	
June	1560	302	5.17	9	57%	-45%	2821	
July	1580	305	5.18	9	58%	-42%	2718	
August	1540	302	5.10	9	57%	-42%	2667	
September	1275	255	5.00	9	56%	-47%	2388	
October	1347	238	5.66	9	63%	-38%	2188	
November	868	204	4.25	9	47%	-38%	1392	

Nantucket Memorial Airport Total Passenger Enplanements Island Air 9 Seats (HYA)								
	2015						2014	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	2311	338	6.84	9	76%	-3%	2384	
February	2473	347	7.13	9	79%	12%	2207	
March	3287	446	7.37	9	82%	4%	3150	
April	4082	562	7.26	9	81%	-3%	4187	
May	4269	602	7.09	9	79%	-12%	4848	
June	4738	629	7.53	9	84%	-1%	4796	
July	4972	657	7.57	9	84%	-11%	5573	
August	4803	627	7.66	9	85%	-13%	5507	
September	4269	572	7.46	9	83%	-13%	4901	
October	4272	571	7.48	9	83%	-3%	4424	
November	3252	466	6.98	9	78%	-9%	3578	



# Nantucket Memorial Airport

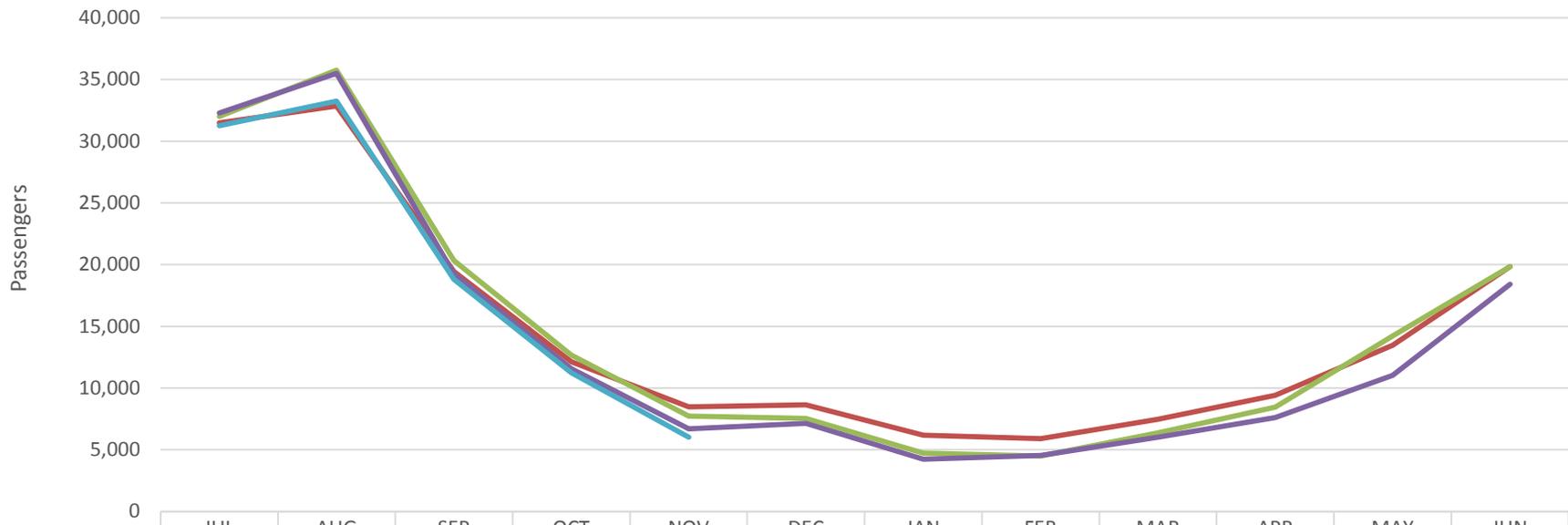
## Cape Air Average Load Factors for ACK-MVY

Nantucket Memorial Airport Total Passenger Enplanements CAPE AIR 9 Seats (MVY)								
		2015					2014	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	63	19	3.32	9	37%	-70%	211	
February	56	27	2.07	9	23%	-66%	165	
March	91	25	3.64	9	40%	-61%	231	
April	119	29	4.10	9	46%	-62%	317	
May	204	35	5.83	9	65%	-50%	409	
June	213	55	3.87	9	43%	-48%	409	
July	377	91	4.14	9	46%	-3%	390	
August	389	89	4.37	9	49%	-6%	414	
September	373	121	3.08	9	34%	-27%	512	
October	232	63	3.68	9	41%	-27%	316	
November	121	34	3.56	9	40%	-2%	123	



# Nantucket Memorial Airport

Passenger Enplanements



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Enplanements FY 2013	31,484	32,852	19,449	12,130	8,476	8,647	6,183	5,893	7,481	9,407	13,479	19,847
Enplanements FY 2014	32,009	35,758	20,330	12,665	7,717	7,534	4,728	4,506	6,358	8,453	14,230	19,841
Enplanements FY 2015	32,285	35,503	19,247	11,561	6,690	7,152	4,233	4,536	6,026	7,607	11,039	18,411
Enplanements FY 2016	31,250	33,252	18,822	11,246	6,007							



# Nantucket Memorial Airport

## Jet A Gallons Sold FY2011 vs. FY2016

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>Total</u>
<b>FY11</b>	296,316.00	318,813.00	117,739.00	55,443.00	35,941.00	30,868.00	14,673.00	12,538.00	9,810.00	25,579.00	70,286.00	139,264.00	1,127,270.00
<b>FY12</b>	308,872.00	356,397.00	148,885.00	57,094.00	39,664.00	16,689.00	9,244.00	8,680.00	11,534.00	28,968.00	64,348.00	167,260.00	1,217,635.00
<b>FY13</b>	313,706.00	349,254.00	133,081.00	48,812.00	26,391.00	20,748.00	6,688.00	11,008.00	9,704.00	18,140.00	49,217.00	178,209.00	1,164,958.00
<b>FY14</b>	347,797.00	336,909.00	133,223.00	46,090.00	30,953.00	31,661.00	5,518.00	6,260.00	8,994.00	16,948.00	67,246.00	163,379.00	1,194,978.00
<b>FY15</b>	345,249.00	355,563.00	126,097.00	50,498.00	27,809.00	26,861.00	3,942.00	3,647.00	4,959.00	16,853.00	60,759.00	185,124.00	1,207,361.00
<b>FY16</b>	390,746.00	338,874.00	148,694.00	50,854.00	17,610.00								946,778.00

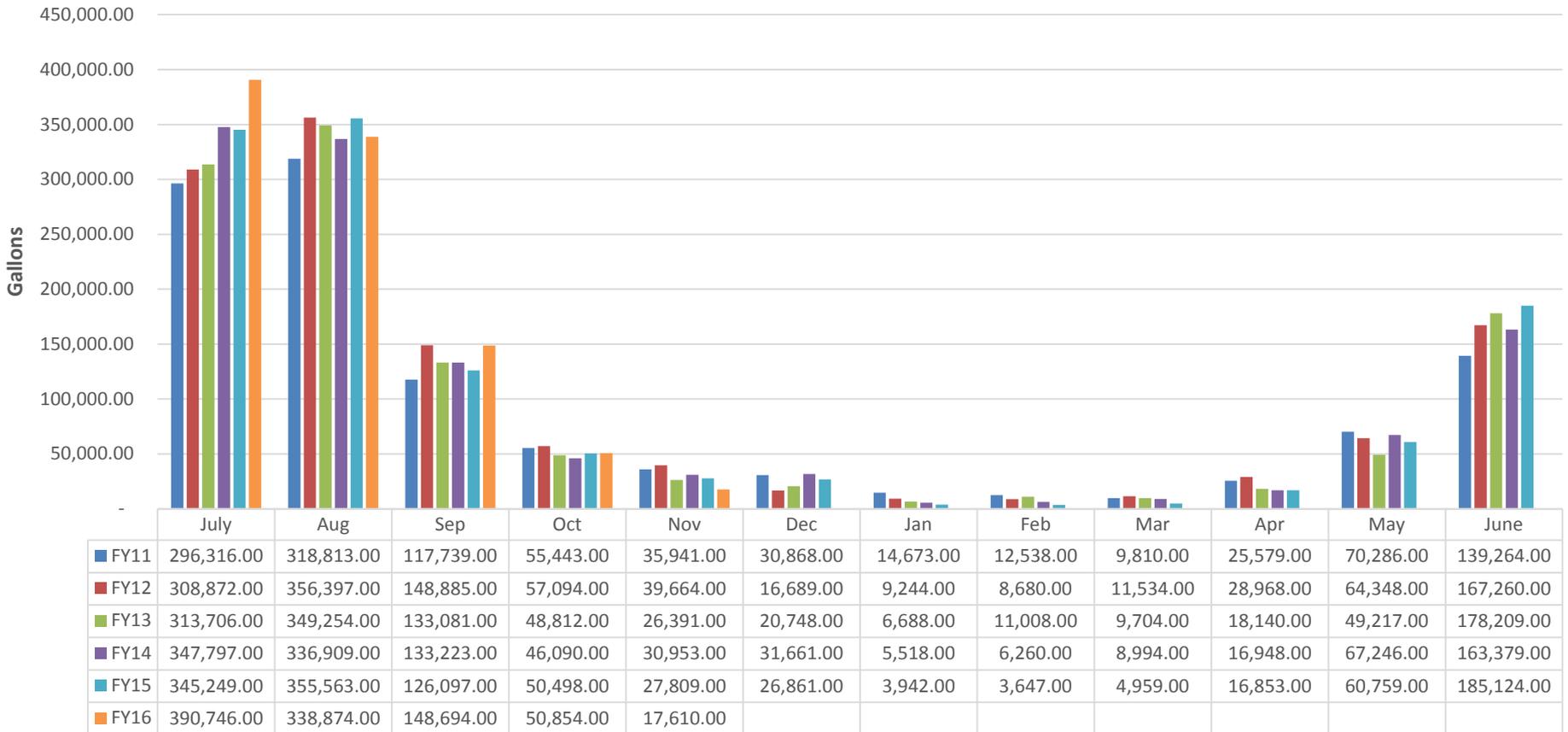
**November 2015 vs. November 2016 Down – 36.68%**  
**YTD Up 4.59%**

	<u>July</u>	<u>Aug</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>YTD Total</u>	% Change
<b>2011 Jet A</b>	296,316.00	318,813.00	117,739.00	55,443.00	35,941.00	824,252.00	
<b>2012 Jet A</b>	308,872.00	356,397.00	148,885.00	57,094.00	39,664.00	910,912.00	10.51%
<b>2013 Jet A</b>	313,706.00	349,254.00	133,081.00	48,812.00	26,391.00	871,244.00	-4.35%
<b>2014 Jet A</b>	347,797.00	336,909.00	133,223.00	46,090.00	30,953.00	894,972.00	2.72%
<b>2015 Jet A</b>	345,249.00	355,563.00	126,097.00	50,498.00	27,809.00	905,216.00	1.14%
<b>2016 Jet A</b>	390,746.00	338,874.00	148,694.00	50,854.00	17,610.00	946,778.00	4.59%



# Nantucket Memorial Airport

Monthly Jet A Gallons Sold  
*Per Fiscal Year*



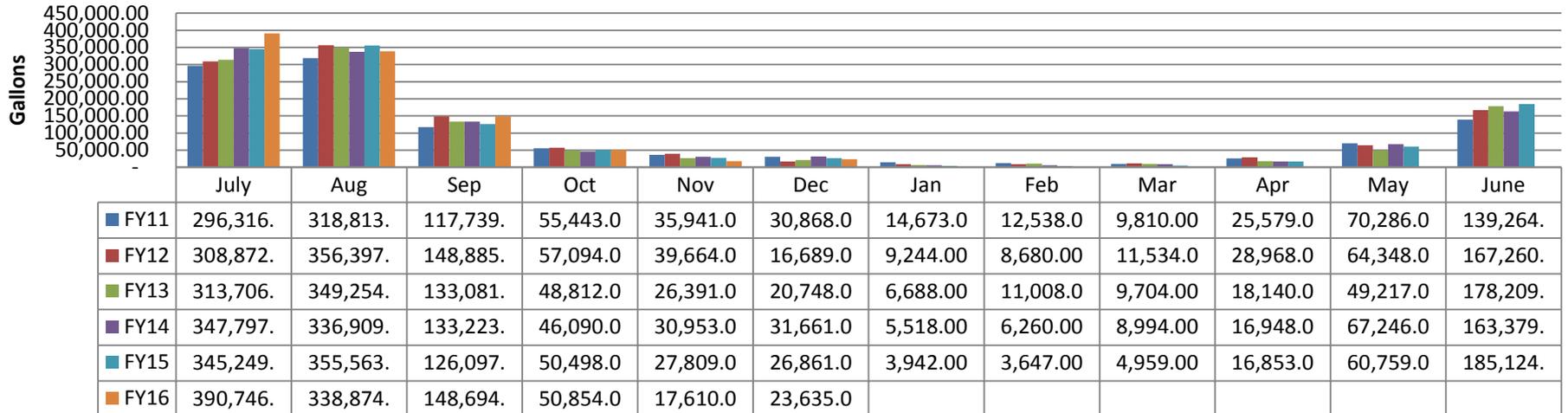


# December vs. December Down – 37%

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>
<b><u>FY11</u></b>	296,316.00	318,813.00	117,739.00	55,443.00	35,941.00	30,868.00	14,673.00	12,538.00	9,810.00	25,579.00	70,286.00	139,264.00
<b><u>FY12</u></b>	308,872.00	356,397.00	148,885.00	57,094.00	39,664.00	16,689.00	9,244.00	8,680.00	11,534.00	28,968.00	64,348.00	167,260.00
<b><u>FY13</u></b>	313,706.00	349,254.00	133,081.00	48,812.00	26,391.00	20,748.00	6,688.00	11,008.00	9,704.00	18,140.00	49,217.00	178,209.00
<b><u>FY14</u></b>	347,797.00	336,909.00	133,223.00	46,090.00	30,953.00	31,661.00	5,518.00	6,260.00	8,994.00	16,948.00	67,246.00	163,379.00
<b><u>FY15</u></b>	345,249.00	355,563.00	126,097.00	50,498.00	27,809.00	26,861.00	3,942.00	3,647.00	4,959.00	16,853.00	60,759.00	185,124.00
<b><u>FY16</u></b>	390,746.00	338,874.00	148,694.00	50,854.00	17,610.00	23,635.00						

13%      -5%      18%      1%      -37%      -12%

## Monthly Jet A Gallons Sold Per Fiscal Year





# Nantucket Memorial Airport

## AvGas Gallons Sold FY2011 vs. FY2016

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>Total</u>
<b>FY 2011</b>	25,308.30	23,727.70	15,022.70	6,695.60	3,300.00	4,161.50	2,306.00	1,976.00	2,339.20	11,885.80	12,514.70	13,811.10	123,048.60
<b>FY 2012</b>	26,769.50	25,777.50	15,956.90	9,067.30	3,897.00	4,094.00	2,054.20	2,917.30	3,527.60	9,389.20	13,661.80	20,124.10	137,236.40
<b>FY 2013</b>	29,107.10	25,742.30	13,727.90	6,840.90	5,152.10	3,295.70	2,477.90	2,176.10	2,927.00	4,245.30	8,719.60	11,595.20	116,007.10
<b>FY 2014</b>	23,475.10	29,626.50	13,996.70	6,999.00	3,869.60	4,579.80	1,974.10	1,346.00	1,836.00	3,616.00	8,465.30	15,239.30	115,023.40
<b>FY 2015</b>	23,806.00	24,958.50	11,454.10	8,228.10	4,642.20	4,294.60	1,768.30	2,082.70	2,323.80	4,130.00	10,028.50	10,028.50	107,745.30
<b>FY 2016</b>	23,067.00	25,091.20	15,027.90	8,579.40	5,301.30								

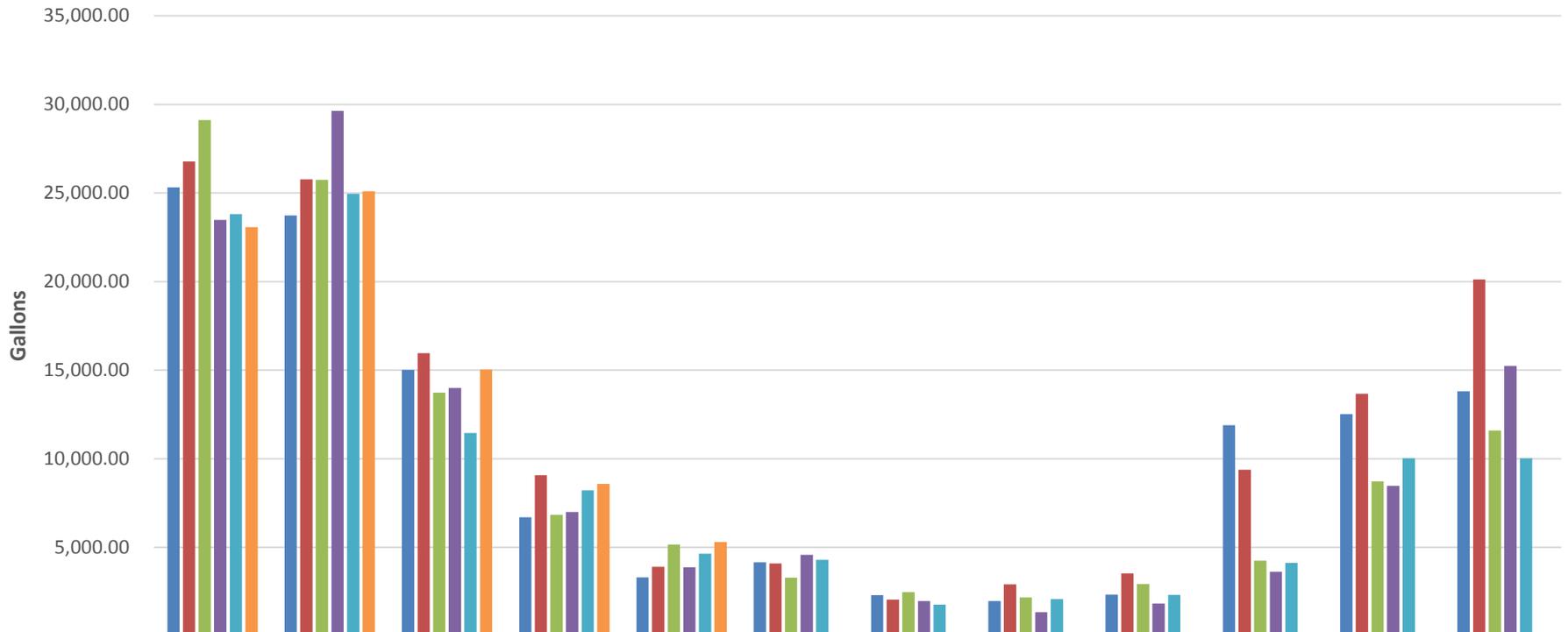
**November 2015 vs. November 2016 UP 14.20%**  
**YTD Up 5.44%**

	<u>July</u>	<u>Aug</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>YTD Total</u>	<u>% Change</u>
<b>2011 AvGas</b>	25,308.30	23,727.70	15,022.70	6,695.60	3,300.00	74,054.30	
<b>2012 AvGas</b>	26,769.50	25,777.50	15,956.90	9,067.30	3,897.00	81,468.20	10.01%
<b>2013 AvGas</b>	29,107.10	25,742.30	13,727.90	6,840.90	5,152.10	80,570.30	-1.10%
<b>2014 AvGas</b>	23,475.10	29,626.50	13,996.70	6,999.00	3,869.60	77,966.90	-3.23%
<b>2015 AvGas</b>	23,806.00	24,958.50	11,454.10	8,228.10	4,642.20	73,088.90	-6.26%
<b>2016 AvGas</b>	23,067.20	25,091.20	15,027.90	8,579.40	5,301.30	77,067.00	5.44%



# Nantucket Memorial Airport

Monthly 100LL Gallons Sold  
Per Fiscal Year



	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 2011	25,308.30	23,727.70	15,022.70	6,695.60	3,300.00	4,161.50	2,306.00	1,976.00	2,339.20	11,885.80	12,514.70	13,811.10
FY 2012	26,769.50	25,777.50	15,956.90	9,067.30	3,897.00	4,094.00	2,054.20	2,917.30	3,527.60	9,389.20	13,661.80	20,124.10
FY 2013	29,107.10	25,742.30	13,727.90	6,840.90	5,152.10	3,295.70	2,477.90	2,176.10	2,927.00	4,245.30	8,719.60	11,595.20
FY 2014	23,475.10	29,626.50	13,996.70	6,999.00	3,869.60	4,579.80	1,974.10	1,346.00	1,836.00	3,616.00	8,465.30	15,239.30
FY 2015	23,806.00	24,958.50	11,454.10	8,228.10	4,642.20	4,294.60	1,768.30	2,082.70	2,323.80	4,130.00	10,028.50	10,028.50
FY 2016	23,067.00	25,091.20	15,027.90	8,579.40	5,301.30							

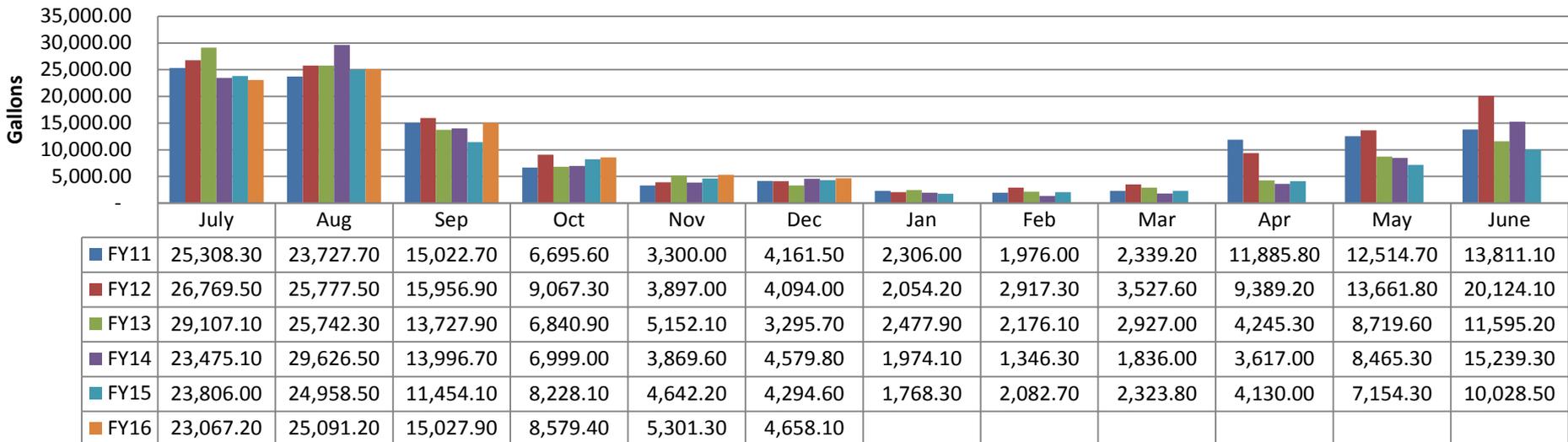


**AvGas December vs. December up 8%**

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>
<b><u>FY11</u></b>	25,308.30	23,727.70	15,022.70	6,695.60	3,300.00	4,161.50	2,306.00	1,976.00	2,339.20	11,885.80	12,514.70	13,811.10
<b><u>FY12</u></b>	26,769.50	25,777.50	15,956.90	9,067.30	3,897.00	4,094.00	2,054.20	2,917.30	3,527.60	9,389.20	13,661.80	20,124.10
<b><u>FY13</u></b>	29,107.10	25,742.30	13,727.90	6,840.90	5,152.10	3,295.70	2,477.90	2,176.10	2,927.00	4,245.30	8,719.60	11,595.20
<b><u>FY14</u></b>	23,475.10	29,626.50	13,996.70	6,999.00	3,869.60	4,579.80	1,974.10	1,346.30	1,836.00	3,617.00	8,465.30	15,239.30
<b><u>FY15</u></b>	23,806.00	24,958.50	11,454.10	8,228.10	4,642.20	4,294.60	1,768.30	2,082.70	2,323.80	4,130.00	7,154.30	10,028.50
<b><u>FY16</u></b>	23,067.20	25,091.20	15,027.90	8,579.40	5,301.30	4,658.10						

-3%      1%      31%      4%      14%      8%      -100%      -100%      -100%      -100%      -100%

**Monthly 100LL Gallons Sold**  
*Per Fiscal Year*





# Nantucket Memorial Airport

- FY 2015 monthly freight -

2015												
AIRLINE	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Cape Air (KAP)	53,048	50,760	36,861	39,542	31,181		36,962	34,592	57,488	45,387	51,707	51,904
Island Air (ISA)	135,271	123,973	89,335	60,366	44,551		36,352	34,272	39,060	44,900	46,872	85,730
Wiggins-FedEx	143,327	99,439	64,721	46,517	37,406		25,152	27,823	39,064	52,742	75,220	122,322
Wiggins-UPS	4,979	4,732	10,569	11,004	2,737		1,505	3,391	3,026	6,933	4,314	6,674
<b>Monthly Total</b>	<b>336,625</b>	<b>278,904</b>	<b>201,486</b>	<b>157,429</b>	<b>115,875</b>		<b>99,971</b>	<b>100,078</b>	<b>138,638</b>	<b>149,962</b>	<b>178,113</b>	<b>266,630</b>
<b>% Change Prior Year</b>	<b>-1.23%</b>	<b>-6.01%</b>	<b>4.3%</b>	<b>0.0%</b>	<b>-11.7%</b>		<b>-14%</b>	<b>-1%</b>	<b>16%</b>	<b>-8%</b>	<b>-7%</b>	<b>3%</b>

**October 2015 vs. October 2016 Down - 11.7%**  
**YTD Down - 2.61%**

Freight	July	Aug	Sep	Oct	NOV	Total	% Change
<b>FY 2011</b>	346,413.00	326,203.00	214,369.00	159,724.00	130,603.00	1,177,312.00	
<b>FY 2012</b>	318,119.00	240,682.00	170,392.00	152,629.00	161,493.00	1,043,315.00	<b>-11.38%</b>
<b>FY 2013</b>	333,381.00	347,503.00	219,192.00	173,335.00	168,204.00	1,241,615.00	19.01%
<b>FY 2014</b>	307,645.00	311,070.00	197,415.00	170,008.00	150,133.00	1,136,271.00	<b>-8.48%</b>
<b>FY 2015</b>	340,810.00	296,751.00	193,221.00	157,439.00	131,262.00	1,119,483.00	-1.48%
<b>FY 2016</b>	336,625.00	278,904.00	201,486.00	157,429.00	115,875.00	1,090,319.00	<b>-2.61%</b>



# Nantucket Memorial Airport

## December 2015 Noise Complaints

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
FY 2011 Calls	21	25	6	9	3	4	1	1	1	0	3	8	82
FY 2012 Calls	23	28	13	1	2	4	6	4	1	3	16	22	123
FY 2013 Calls	96	7	6	5	4	2	2	4	2	11	25	25	189
FY 2014 Calls	28	12	8	2	4	0	1	0	1	0	33	44	133
FY 2015 Calls	47	61	46	12	3	4	0		3	3	9	19	207
FY 2016 Calls	72	55	14	1	2	11							



# Nantucket Memorial Airport

## **December 2015 Noise Complaint Summary:**

11 noise complaints were received from 2 different residents for December 2015. All were associated with Christmas Stroll weekend.

- 2 complaints were received for Helicopter operations: upon investigation they were determined to involve MedFlights and not investigated further.
- 3 complaints were received for aircraft operating under IFR.
- 6 complaints were received regarding aircraft operating outside of noise abatement corridors. Further investigation determined that:
  - 4 were outside of corridor by Pilot choice.
  - 2 were aircraft operating inside of noise abatement corridors.