

NANTUCKET MEMORIAL AIRPORT COMMISSION
October 11, 2016
Agenda

1. Announcements - This Meeting is Being Both Audio & Video Recorded
2. Review and Approve:
 - a. Agenda
 - b. 4/2-4/5/16 Draft ATM Minutes – *Pending*
 - c. 9/13/16 Draft Minutes
 - d. Ratify 9/21/16 and 10/5/16 Warrants
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. **091316-3** McGrath Family Trust request to Sub-Lease to Allies Air Freight, LLC
5. Pending Leases/Contracts as Set Forth on Exhibit 1, which Exhibit is Herein Incorporated by Reference
6. **101116-2** Re-affirm 10 Sun Island Road Parcels for Non-Aeronautical Use
7. Finance
 - a. **10116-3** FY18 Capital Requests
 - b. Long Term Capital Planning
 - c. FY18 Operating Budget Timeline
8. **101116-4** Airport Gas Estoppel Certificate Revision
9. **071216-1** Flat Roof Building Disposition Discussion
10. **122215-1** Air Service Update
11. **050916-1** Nobadeer Farm Development Update
12. Manager's Report
 - a. Project Updates
 - i. Modernization of the Air Traffic Control Tower
 - b. RFP/Bid Status
 - c. Operations Update
 - d. Statistics
13. Sub-Committee Reports
 - a. Long Range Plans/Policy
14. Commissioner's Comments
15. Public Comment
16. Executive Session – G.L. c.30A, §21 (a)
 - a. Review ES minutes of 5/28/13, 9/10/13, 9/24/13, 10/8/13, 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, 7/14/15, 8/11/15, 9/8/15, 10/13/15, 11/10/15, 12/8/15, 1/12/16, 1/19/16, 2/9/16, 4/19/16, 5/9/16, 6/10/16, 7/12/16, and 8/9/16 for possible release; and 9/13/16 for review and possible release, and
 - b. 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
 - c. 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, and
 - d. Clause 3: To discuss strategy with respect to pending litigation related to the closure of Island Airlines. The Chair has determined that an open session may have a detrimental effect on the 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
September 13, 2016

The meeting was called to order at 5:02 pm by Chairman Daniel Drake with the following Commissioners present: Vice Chair Arthur Gasbarro, Jeanette Topham, Andrea Planzer, and Anthony Bouscaren (arriving at 5:07 pm).

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

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

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

Mr. Drake announced that Jorge Panteli, Federal Aviation Administration (FAA) Compliance Officer, will hold Grant Assurance training on Tuesday, October 11, 2016 beginning at 3:00 pm at the Public Safety Facility. The regular October 11th Commission meeting will begin at 5:00 p.m.

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

Mr. Drake noted the minutes from ATM, 4/2/16 and 4/5/16 are still pending.

Ms. Topham made a **Motion** to approve the 8/9/16 minutes. **Second** by Ms. Planzer and **Passed** unanimously.

Ms. Planzer made a **Motion** to ratify the 8/17/16 and 9/7/16 warrants. **Second** by Mr. Gasbarro and **Passed** unanimously.

Public Comment

None

Pending Matters

042214-2 Formerly Used Defense Site (FUDS) Status – Mr. Rafter reported a date to review the final draft of the Remedial Investigation Report with the Army Corps of Engineers (ACE) has not yet been established.

011315-2 General Fund Repayment Proposal and Discussion of In-Kind Services – Mr. Rafter reported the FAA are still awaiting a response from Brian Turbitt, Town Finance Director.

060716-3 McGrath Family Trust request to Sub-Lease to Eastern Air Freight, LLC –Bill McGrath of McGrath Family Trust, has modified his sub-lease request from Eastern Air Freight, LLC to Allies Air Freight, LLC in an effort to have freight service begin as soon as possible. Mr. Gasbarro suggested that Anderson & Kreiger, Airport Counsel, review the sub-lease to have adequate measures in place to protect the Airport. After a brief discussion it was decided to table the topic until counsel has reviewed the sub-lease document. Mr. Drake suggested holding a special meeting once any comments are received and incorporated in the document so as to expedite the process.

Pending Leases and Contracts

Mr. Rafter presented the following Leases and Contracts:

- Scheidt & Bachmann USA - One (1) year contract with two (2) one-year options for parts and services for the parking control system. Not to exceed \$30,000.00 for 3 years.

Mr. Gasbarro made a **Motion** to approve the contract with Scheidt & Bachmann. **Second** by Ms. Topham and **Passed** unanimously.

080916-1 Gift Shop Lease Discussion – Mr. Rafter reported the Gift Shop Lease will be mutually terminated on October 31, 2016. A new Request for Proposal (RFP) will be written to include proposing other business options other than a gift shop that would fulfill the needs of the public and the Airport. Mr. Drake requested that all new leases include a non-disparagement clause.

080916-2 Blade Sub-Lease Discussion – Mr. Rafter reported that a letter from Airport Counsel will be sent to Emily Air regarding the sublease to Blade.

071216-1 Flat Roof Building Disposition Discussion – Mr. Rafter suggested that an open-ended RFP be written to allow for the highest and best use to the Airport.

Mr. Bouscaren made a **Motion** to allow the RFP be written as broadly as possible. **Second** by Ms. Topham and **Passed** unanimously.

122215-1 Air Service Update – Mr. Rafter has reached out to Senators Warren and Markey requesting their assistance to achieve better transparency from the FAA Flight Standards Division, regarding the application status of airlines waiting their certification, in the hopes of learning of the status of both the Rectrix and Island Shuttle applications.

The Air Service Development survey has been completed. Mr. Karberg is preparing the analysis. The results should be ready for the next meeting. Another meeting with Hyannis and Martha's Vineyard airports will be held in November.

050916-1 Nobadeer Farm Development Update – Mr. Rafter reported a conference call took place which included Vicky Marsh of Kopelman and Paige (Town Counsel), Kevin Batt of Anderson & Kreiger (Airport Counsel), and Tucker Holland, Nantucket's Housing consultant, to review the FAA's recommendations of action items and the language for the RFP.

Mr. Batt also reviewed and agreed the recommendation with Andrew Vorce, Planning and Land Use Services, recommendation to "de-register" the Delta Parcel with the Land Court.

Ms. Planzer made a **Motion** instructing Mr. Rafter to proceed with the de-registering of the Delta parcel. **Second** by Mr. Bouscaren and **Passed** unanimously.

Mr. Rafter requested the Commission concur with the vote of a prior Commission, dated September 16, 2003, to declare the use of the Delta Parcel from aeronautical to surplus for non-aeronautical purposes as required for the land release with the FAA.

Mr. Gasbarro made a **Motion** to declare the Nobadeer Farm Development parcel as surplus for non-aeronautical purpose. **Second** by Ms. Planzer and **Passed** unanimously.

080916-4 FY2016 4th Quarter Update – Mr. Rafter presented the revised format of the quarterly update, noting it will be presented to the Board of Selectmen at their September 14, 2016 meeting.

During discussion, Mr. Gasbarro confirmed the Commission should review the FY18 Capital projects prior to presentation to the Capital Committee. Mr. Drake would like confirmation on how much money the Airport has, considering all sources. Mr. Rafter was asked to find out if the use of Passenger Facility Charge (PFC) revenue requires prior Town Meeting Approval. Mr. Gasbarro questioned why the FY16 financials show an actual Repayment to the Town of \$108K prior to receiving approval of the Repayment Agreement from the FAA and MassDOT. Mr. Rafter will follow up.

Regulatory Update – Mr. Rafter reported:

091316-3 FAA Snow and Ice Plan – The Snow & Ice Plan has been submitted prior to the deadline and is awaiting FAA approval. Additional training will be required for compliance with the Plan.

091316-4 FAA Safety Management System (SMS) – A notice of proposed rule-making has been set forth from the FAA requiring most Part 139 Airports to establish an SMS Plan. The SMS Plan requirement has the potential to necessitate the need of two additional staff and will be planned as such in next year's budget.

Manager's Report – Mr. Rafter reported:

Project Updates

- ATCT – We are attempting to resolve outstanding issues with Maron Construction regarding roof leaks, air-conditioning imbalance, hot water issues, and electrical items before project close-out.

Mr. Gasbarro made a **Motion** to ratify Change Order #17 for the modernization of the ATCT in the amount of \$1,964.00. **Second** by Ms. Topham and **Passed** unanimously.

- FY18 Capital Improvement Projects being reviewed include:
 - Ramp Rehabilitation Phase III
 - Security Fencing
 - Fuel Farm piping replacement.
 - Repair of the Fuel Farm fire suppression system.
 - Airfield painting will be broken up over a four (4) year period due to overall costs.
- The Terminal fire alarm panel replacement is currently underway.

RFP/Bid Status – Mr. Rafter reported the following RFP's and RFQ's are being worked on:

- On-call engineering RFQ is advertised.
- Gift Shop Space RFP is in development.
- Sun Island Road RFP is in development.
- Fuel Farm Pipe Painting - Bids are being reviewed.

- Parking Revenue System replacement Scope of Work being developed. A Sub-Committee will be scheduled to review and discuss the options.
- Restaurant Lease is up in December 2017 and will require a new RFP.

Operations – Mr. Rafter reported:

- Fire Truck (Airport 1) is back in service.
- Family Assistance Plan (FAP) development is ongoing with a meeting with the Red Cross being scheduled.
- Rules & Regulations are being revised.
- A November meeting is planned for the next Cape & Islands Airports coordination efforts.
- The Airport met with Visitor Services to review the top passenger issues reported this summer included lack of charging stations in both arrival and departure areas and other upgrades needed to the secured departure lounge. Mr. Rafter noted other potential terminal upgrades including common use airline podiums in the secured departure lounge and extension of the bag belt behind the ticket counters.
- Mr. Rafter reported a Sky Catcher Cessna was blown onto its side and obtained wing damage.

Statistics – Mr. Rafter reviewed the July 2016 overall statistics.

- Operations are down 6.75% from July 2015.
- Enplanements are down 4.68% from July 2015.
- Jet A Gallons are up 2.98% from July 2015.
- Jet A Gallons for August are up .75%
- AvGas Gallons are up 14% from July 2015.
- AvGas Gallons for August is down .23%.
- Freight is down 40.34% from July 2015.
- 25 Noise Complaints filed for July 2016. Down from 72 filed in 2015.

Personnel Report – Discussion took place regarding the challenges faced due to seasonal help departing early and the need to find staffing to remain through the season. A referral incentive to current employees was suggested.

Also discussed was the level of staffing needed to increase the level of service in the FBO and on the South ramp.

Commissioners Comments

None

Public Comment

None.

Having no further business for Open Session, Mr. Gasbarro made a **Motion** to go into Executive Session, under G.L. Chapter 30A, Section 21A, 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. The Chair has determined that an open session may have a detrimental effect on the negotiation/litigation position of the Airport Commission. 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. Also Clause 3 to discuss strategy with respect to pending litigation related to the closure of Island Airlines. The Chair has determined

that an open session may have a detrimental effect on the litigation position of the Airport Commission. **Second** by Ms. Topham and **Passed** unanimously.

Meeting adjourned at 5:55 pm

Respectfully submitted,

Mae R. Williams, Recorder

Master List of Documents Used

9/13/16 Agenda including Exhibit 1

8/9/16 Draft Minutes

8/17/16 Warrant Signature Sheet

9/7/16 Warrant Signature Sheet

Scheidt and Bachmann USA, Inc. Contract – Not to exceed \$30,000.00 for 3 years.

McGrath Family Trust sublease to Allies Air Freight, LLC for Hangar 8.

Letter to Senators Warren and Markey re: transparency in status of applications.

Page 2 of Nantucket Airport Commission Meeting Minutes of September 16, 2003 – (Delta Parcel Vote)

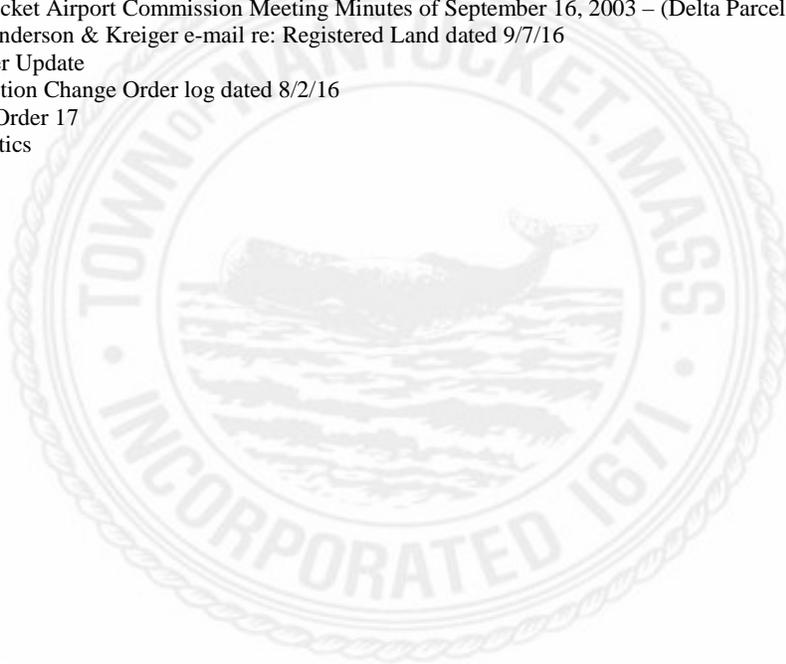
Kevin Batt of Anderson & Kreiger e-mail re: Registered Land dated 9/7/16

FY16 4th Quarter Update

ATCT Construction Change Order log dated 8/2/16

ATCT Change Order 17

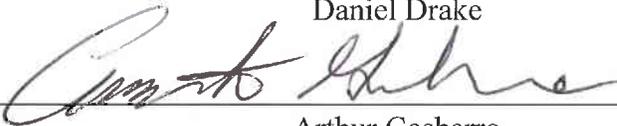
July 2016 Statistics

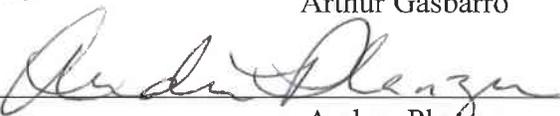


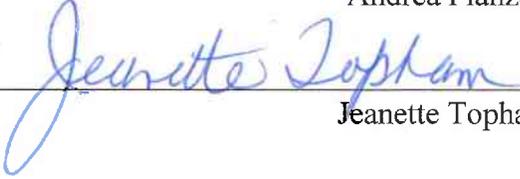
Warrant 9/21/16

Please Sign and Date

 9/13/16
Daniel Drake

 9/13/16
Arthur Gasbarro

 9/9/16
Andrea Platzer

 9/14/16
Jeanette Topham

Anthony G. Bouscaren

Batch #	Total	Date	Initial
6994	346,026.68	9/16/16	AP AG DT
6983	73,708.74	9/17/16	AP AG DT
6989	75,418.69	9/18/16	AP AG DT

Warrant 10/5/16

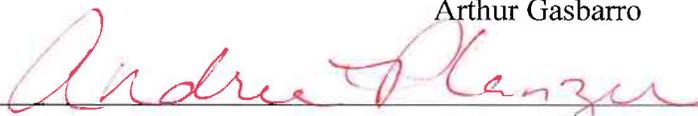
Please Sign and Date

 9/23/16

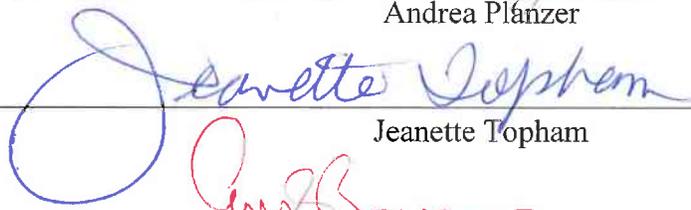
Daniel Drake

 9/26/16

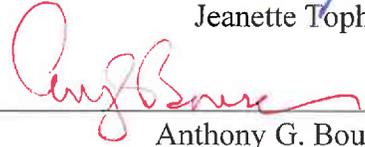
Arthur Gasbarro

 9/23/16

Andrea Planzer

 9/23/16

Jeanette Topham

 9/26/16

Anthony G. Bouscaren

Batch #	Total	Date	Initial
7037	\$150,237.67	9-14-16	AD DJ MIT
4060	\$116,397.63	9-20-16	AD DJ MIT
7075	\$189,054.34	9-22-16	AD DJ MIT
7082	225.40	9-23-16	AD DJ MIT

Jamie Sandsbury

From: Andrea Planzer <andreaplanzer@me.com>
Sent: Friday, September 23, 2016 2:23 PM
To: Jamie Sandsbury
Subject: Re: Added Invoice to 10/5/16 Warrant

That's fine. Thank you for the heads up.
Andrea

Sent from my iPhone

On Sep 23, 2016, at 1:19 PM, Jamie Sandsbury <jsandsbury@nantucketairport.com> wrote:

Hi Andrea,

Last minute I need to add an invoice to the 10/5/16 warrant.

It's for \$225.00 to PLUS for late penalties for submitting our fire inspection application late. It's a long story but because last year's wasn't actually completed until October, we thought we had a fill year. Instead it's due before the expiration date which is August 31 each year. So now we have penalties and in order for them to even schedule the inspection, the penalties have to be paid.

Can you reply and let me know if adding this invoice is okay? If not, I will have it removed.

Thanks!

Jamie

Janine Torres

042214-2

From: Noah Karberg
Sent: Wednesday, September 21, 2016 8:12 AM
To: Janine Torres
Subject: FW: Nantucket Airport FUDS MRS-1 RI Responses to Comments
Attachments: Nantucket Airport RI RTCs.pdf

FYI.

-----Original Message-----

From: Charette, Carol A NAE [mailto:Carol.A.Charette@usace.army.mil]
Sent: Tuesday, September 20, 2016 4:38 PM
To: Noah Karberg <nkarberg@nantucketairport.com>
Cc: Beckwith, Todd NAB <Todd.T.Beckwith@usace.army.mil>
Subject: FW: Nantucket Airport FUDS MRS-1 RI Responses to Comments

Noah,

The next step is to do a "No action proposed plan" followed by a 30 day public comment period. Public comments are then taken into consideration and addressed in the responsiveness summary of the Decision Document before it is finalized. The public comments on the Proposed Plan could possibly change the Decision Document outcome, but that seems unlikely. We can't assume that we won't get any public comments, so we need to complete the process before we can finalize the Decision Document. We anticipate the Final Decision Document should be completed by March 2017.

The Public Meeting is tentatively scheduled for 17 November 2016. We are currently reviewing the internal Draft of the Proposed Plan.

Carol Ann Charette
Project Manager, PMP
US Army Corps of Engineers
696 Virginia Road
Concord, MA 01742
978-318-8605 Office
978-505-2918 Cell

SUBLEASE AGREEMENT

Made as of the 13 day of SEPTEMBER, 2016, by and between McGrath Family Trust ("Sublessor") and Allies Air Freight, LLC a MASSACHUSETTS limited liability company ("Sublessee").

WITNESSETH:

WHEREAS. Sublessor has leased from Nantucket Memorial Airport Commission ("NMAC") (Major Lessor) approximately 22,000 square feet of land and a general hangar located at the Nantucket Memorial Airport as more completely described on Exhibit "A" ("Premises") and made a part hereof under an Indenture of Lease dated April 1, 2000 hereinafter referred to collectively as the ("Major Lease") copies of said Lease Indenture being attached hereto as Exhibit "B" and made a part hereof; and

WHEREAS, Sublessee is desirous of subleasing all of the Premises under the Major Lease on substantially the same terms and conditions as the Major Lease; and

WHEREAS, Sublessor is willing to sublet the Premises on that basis;

WHEREAS, Article VII of the Major Lease requires that NMAC approve any sublease of the demised premises and NMAC is willing to approve a sublease on the terms set forth herein;

NOW THEREFORE for good and valuable consideration the parties agree as follows:

- 1) Sublessor hereby sublets to Sublessee all of the Premises as shown as Exhibit "A" attached hereto consisting of approximately 22,000 square feet of land and a general hangar for a term commencing on [SEPT. 13, 2016] and ending on March 31, 2020. Said hangar is now known and numbered as Hangar 8.
- 2) Sublessee shall pay Sublessor as rent the total rent calculated under Article III and Article IV of the Major Lease including Base Rent, Annual Business Fee, Additional Rent in the form of municipal taxes and additional charges by Sublessor under the Major Lease, and said rent to be payable at such times, in such amounts and subject to such amendments as are set forth in the provisions of the Major Lease.
- 3) With respect to the Premises, and with the addition of the provisions of Paragraph 5 below, and those specific terms hereinafter noted in this Paragraph 3, all terms, covenants, and conditions of the Major Lease are made a part hereof, Sublessor herein being considered as Lessor and Sublessee herein being considered as a lessee, this Sub-Lease shall operate as though it was an assignment pro tanto:
 - a. Sublessee shall not be required to provide any Department of Environmental 21E study or assessment, but will fully reimburse Sublessor for any and all cost or expense incurred to procure same.
 - b. Sublessee shall not be required to put up a bond to cover the removal and/or cleanup of the Premises at the Lessee's departure from the Premises, but will fully reimburse

Sublessor for any and all cost or expense incurred to produce same.

4) Sublessee hereby accepts the Premises as is and in their present condition.

5) Notwithstanding the foregoing, it is agreed that the Premises shall be used by Sublessee solely as an airfreight delivery and distribution business, including activities necessary and incidental thereto, but for no other purposes without written approval of the NMAC.

Sublessee further acknowledges and agrees in fulfillment of its obligations under the Major Lease to accept, handle, store, move, and process air freight through the facility and on the airfield for other air carriers on a commercially reasonable basis and for commercially reasonable compensation.

Sublessee agrees to up-date NMAC with its schedule of commercial handling rates.

6) Sublessee further acknowledges and agrees that, in fulfillment of its obligations under the Major Lease under Article VIII (5), that Sublessee will provide NMAC, through its Manager, with its current schedule of commercial handling rates for units and services. Said schedule shall not restrict Sublessee's right therein to offer reasonable and nondiscriminatory discounts, rebates, or other price reductions. NMAC shall have the option and standing to enforce such terms against Sublessee.

7) Major Lessor has agreed to provide certain services and to perform other obligations under the Major Lease. Upon reasonable notice from the Sublessee of the failure of Major Lessor to perform any such obligation or to provide any such service, Sublessor will promptly and

diligently undertake to enforce its rights under the Major Lease provided however, the method and manner of seeking enforcement thereof shall solely be within the judgment, discretion, and determination of Sublessor.

Notwithstanding anything herein to the contrary, Sublessor shall not be liable to Sublessee for money damages on account of the failure of Major Lessor to perform such obligations or provide any such service, nor shall any such failure constitute a constructive eviction of Sublessee.

8) Sublessee shall not do or permit anything to be done which would cause the Major Lease to be terminated by Major Lessor or forfeited.

Sublessee hereby indemnifies and holds Sublessor harmless from and against all direct damages of any kind which Sublessor may suffer by reason of any breach or default hereunder by Sublessee, including termination or forfeiture of the Major Lease, and from and against all other liabilities, claims, and damages arising during the term of the Sublease or out of or in connection with the use and occupancy of the Subleased Premises by Sublessee, except to the extent Sublessor is indemnified by its insurance carriers or by Major Lessor for such liabilities, claims or damages.

9) Sublessee shall not sublet the Subleased Premises, in whole or in part, nor assign the Sublease nor permit any interest of Sublessee in the Sublease to become vested in any third party, without the prior written consent of Sublessor and Major Lessor in each instance.

10) Notwithstanding the characterization of this agreement as a sublease, each of the Sublessor

and Sublessee will be fully liable for payment and performance of each of the terms and conditions of the Major Lease and this Agreement and Sublessor and Sublessee further acknowledge and agree that NMAC shall have the right to enforce such terms against either or both of the Sublessor and Sublessee, including by termination of the Major Lease and eviction of the occupant, as NMAC may determine, in its unfettered discretion.

- 11) All prior undertakings and agreements between the parties are merged within this Sublease which alone, fully and completely sets forth the understandings of the parties with respect to the Subleased Premises, and this Sublease may not be changed or terminated orally or in any manner other than by written agreements signed by the parties.
- 12) Any notice or demand from Sublessor to Sublessee or from Sublessee to Sublessor shall be deemed duly served if mailed by certified mail addressed to:

Sublessor:
McGrath Family Trust
P.O. Box 2639
Nantucket, MA 02584
Attn: William F. McGrath, Jr., Trustee

Sublessee:
Allies Air Freight, LLC
57 Meadow View Dr.
Nantucket, MA 02554
Attn.: Eric Goddard, Manager

Or such place as Sublessor may designate in writing

in the future, and the customary certified mail receipt shall be conclusive evidence of such service.

WITNESS the execution in duplicated under seal the day and year first above written.

Sublessor:

MCGRATH FAMILY TRUST



By: William F. McGrath, Jr.
Its: Trustee

Sublessee:

ALLIES AIR FREIGHT, LLC

By: Eric Goddard
Its: Manager

Foregoing Sublease consented to:

NANTUCKET MEMORIAL AIRPORT COMMISSION

By:
Its:

By:
Its:

By:
Its:

Exhibit 1
Pending Leases/Contracts/Agreements
10/11/16

Type	With	Amount	Other Information	Source of Funding
Contract	Gilbert Holdgate Drilling Inc	\$9,000	Repair & Maintenance to Geothermal Wells Expires 12/30/2016	Operating
Contract	Shipsview Inc	\$63,950	Fuel Farm Pipe Painting Expires 11/30/16	Capital

Pending as of Meeting Posting



**AGREEMENT BETWEEN
THE TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT
AND
GILBERT HOLDGATE DRILLING INC**



This AGREEMENT, effective the _____, 2016, made by and between the TOWN OF NANTUCKET, acting by and through its Airport Commission, (hereinafter, the "AIRPORT") and Gilbert Holdgate Drilling Inc., PO Box 1343, Nantucket, MA 02554 (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 above, and terminate on December 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 \$9,000.00 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 \$9,000.00 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 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



Print name: Gilbert Holdgate

Title: President

Date: 9-26-2016

FEIN/SSN: 26-343-5129

NANTUCKET MEMORIAL AIRPORT COMMISSION:

Daniel W. Drake, Chairman Date:

Date:

Date:

Department Org./Obj. Code: **65482-52404**

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:
Geothermal Well System Maintenance:
 - Return Well #2 – Flush & Clean well (with containment of excessive water if needed)
 - Return Well #3 – Flush & Clean well (with containment of excessive water if needed)
 - Supply Well #1 – Replace motor with Grundfos 10hp, 3-Phase 230v motor

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.

 - (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.

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.

26-3435179

Federal Employer Identification Number



By: Gilbert Holdgate, President

Gilbert Holdgate Drilling, Inc.

Date:

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.



Signature of person signing bid or proposal Date

Gilbert Holdgate

Please Print Name

Gilbert Holdgate Drilling Inc

Name of Business



AGREEMENT BETWEEN
THE TOWN OF NANTUCKET, MASSACHUSETTS
AND
SHIPSVIEW, 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 **Shipsview, 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.
- 2.7 The CONTRACTOR shall be responsible for the professional and technical accuracy, and for the coordination, of all designs, drawings, specifications, estimates and other work or services furnished by CONTRACTOR or its consultants and subcontractors. The CONTRACTOR 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. The CONTRACTOR shall supervise and direct the Work, using its best skills and attention, which shall not be less than such state of skill and attention generally rendered by the design and engineering profession for projects similar to the subject project in scope, difficulty and location.
- 2.8 The CONTRACTOR shall not use any subcontractors or sub-consultants (not identified herein) for any work required under this Agreement unless such use has been approved in advance in writing by the AIRPORT.
- 2.9 Notwithstanding anything to the contrary in this Agreement, the CONTRACTOR shall not be relieved of its obligations under this Agreement by the AIRPORT's performance, or failure to perform, any of the AIRPORT's administrative duties under this Agreement, including, but not limited to, the AIRPORT's review and/or approval of plans, estimates, programs, documents, materials, work and services furnished by CONTRACTOR.

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, or in any other attachment hereto, or in any other document or law incorporated by reference herein, such conflict shall be resolved by giving precedence to the party's address above by certified mail, return receipt requested Terms or provisions contained in the following documents in accordance with the following hierarchy, with the topmost document of the highest priority:
- A. Applicable federal, state and local laws, rules and regulations.
 - B. Amendments to this Agreement, if any.
 - C. Exhibits A and B.
 - D. This Agreement.
 - E. Any other attachments to this Agreement.

To the extent the conflict is not resolved by applying the above hierarchy, the conflict shall be resolved in a manner that results in the highest quantity and best quality of goods and services to the TOWN.

- 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:

Daniel W. Drake, Chairman Date:

Date:

Date:

CONTRACTOR: SHIPSVIEW, INC.



Print Name: Christos Deligiannidis

Title: President

FEIN: 45-50631485

Date: _____

Approved as to Funds Available: **55444-96148**

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:** Shipsview, Inc.
2. **State of Incorporation:** MA
3. **Principal Office Address:** 28 Hedges Pond Road, Plymouth, MA 02360
4. **Description of Services:**

A. Purpose:

The Nantucket Memorial Airport intends to purchase professional painting services for the AvGas and JetA fuel farm storage area piping system, to include but not limited to the piping, pipe hangars, supports, valves, access covers, pumps and filter vessels. The Contractor shall supply supervision, labor, tools, supplies and all materials to complete the preparation, cleaning, painting, and sealing. The contractor must upon completion of final painting, provide all placards, piping decals and directional arrow decals. The piping to be serviced is all above ground piping.

It is the intent of these specifications to describe the Painting Services required by the Nantucket Memorial Airport. The following Scope of Work is the minimum requirements for Nantucket Memorial Airport's needs in safety, quality, performance, and standardization. Any minor work not specifically mentioned, but which is needed to make the work complete within the intent of this Scope of Work, shall be performed without additional cost. This Specification is not intended to be proprietary in any way. Any use of trade names in these specifications are to set a quality standard for comparison only.

B. Scope of work:

1. All areas to be cleaned and stripped using water blasting not to exceed 50 psi.
2. Sand down all rust areas.
3. All areas shall receive one (1) coat of rust inhibitor primer.
4. All areas shall receive two (2) coats of industrial epoxy paint.
5. All flange joints shall be caulked after painting.
6. All primers, paint, and sealants shall be applied using the Manufacturer's recommended application procedures.
7. All placards, piping decals, and directional arrows shall be replaced and applied.
8. The following Piping, pipe hangars, supports, valves, access covers, pumps and filter vessels are included in this project:
 - a. JET A, All piping, pipe hangars, supports, valves, access covers, pumps and filter vessels running from the four (4) 25,000 gallon above ground JET A fuel storage tanks into the JET A Fueling Cabinet, including base of Fueling Cabinet.

- b. All JET A piping, pipe hangars, valves, supports, access covers, pumps and filter vessels shall be painted Pantone White C.
- c. JET A valve handles shall be painted Pantone Black C.
- d. Piping from the Stainless Steel Water Separator to the JET a Piping shall be painted Pantone White C.
- e. AVGAS 100LL, All piping, pipe hangars, supports, valves, access covers pumps and filter vessels running from the three(3) 20,000 below ground AVGAS fuel storage tanks into the AVGAS Fueling Cabinet, including base of Fueling Cabinet.
- f. All AVGAS 100LL piping, pipe hangars, valves, supports, access covers, pumps and filter vessels shall be painted Pantone Silver C.
- g. AVGAS valve handles shall be painted Pantone 300C Blue.

C. Requirements

1. General Requirements:
2. The JET A and AVGAS 100LL Fueling System will remain in service during the project. Any temporary shutdowns that may occur must receive at least 2 days (48 hour) prior notification, and only on a temporary basis and with approval by Airport Staff.
3. The Contractor must install covers over all tank vents to protect fuel from being contaminated with water, dirt and debris.
4. The Contractor will be required to clean the entire work site each day of any debris caused as a result of the work, materials and equipment.
5. All work will be performed within a secured area. The Contractor shall be compliant with, and required to apply for and obtain Airport Identification Badge(s) in accordance with Nantucket Memorial Airports Badging Requirement Policy.
6. As noted in Section I-25, this project will require SIDA Badge access. Each badged person may escort up to five (5) persons as long as all escorted persons are under direct and immediate control of the person performing the escort duties. The badge approval process and all monetary rates are handled through the Nantucket Memorial Airports Security Office. Any Violation of airport rules and regulations regarding airport issued identification and security procedures shall result in the immediate revocation of the badge holder. No extension in time or other accommodation will be made to the construction contract due to loss of escort privileges for security violations.
7. The contractor must receive written approval from Nantucket Memorial Airport before applying any paint coatings.
8. The Contractor shall provide at least a minimum of one (1) year warranty on all paint and labor.
9. Project Time of Completion: Six (6) weeks after Contract execution.

10. Contractor must immobilize crew and equipment on Nantucket Island which is 30 miles off the coast of Cape Cope Massachusetts. Travel and/or lodging must be included in the bid price, including travel for SIDA badge requirements.
 11. Job site preparation and work must meet all OSHA requirements.
 12. All work must comply with all State and Local fire codes.
 13. A final project inspection will be completed by a Nantucket Memorial Representative. Special emphasize will be on the detail of craftsmanship and to make sure work was completed in accordance to the scope of work stated above.
-
5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):**
Preston Harimon, Operations Superintendent or his Designee
 6. **Term of Agreement (§3.1):** October 11, 2016 – November 30, 2016
 7. **Completion Date (§3.2):** November 30, 2016
 8. **Additional Insurance Coverage (§6.2(e)):** None

CONTRACT EXHIBIT B

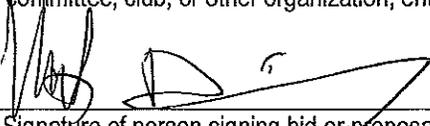
PAYMENTS

1. Lump Sum Method

- a. **Maximum Project Amount:** \$ 63,950.00
- b. **Payment Increments:** Upon submittal of Invoice and Certified Payrolls.
- c. **Reimbursable Expenses** (if any): \$300.00 per SIDA badge deposit only if badge is returned upon completion of project.

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.



Signature of person signing bid or proposal

9/8/2016

Date

Christos Deligiannidis

Please Print Name

Shipsview Inc.

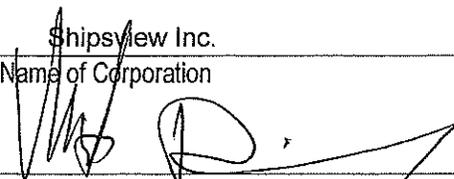
Name of Business

This form MUST be returned with Bid Response.

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.

45-5063148
Federal Employer ID Number

Shipsview Inc.
Name of Corporation

President's Signature
9/9/2016
Date

Christos Deligiannidis
Please Print Name

This form MUST be returned with Bid Response.

Ms. Planzer made a **Motion** to continue the Public Hearing until the meeting of April 12, 2016. **Second** by Ms. Topham and **Passed** by the following roll-call vote:

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

Pending Matters – Mr. Rafter reported the following:

042214-2 Formerly Used Defense Site (FUDS) Status – The report from the Army Corp of Engineers is still pending.

011216-1 Emily Air LLC Request for Sub-Lease to Fly Blade, Inc. – Consent to sub-lease is still with Town Counsel and needs to be approved by Mass. Department of Transportation (Mass DOT). The ramp fees for Blade will be similar to those charged Marine Home Center lease.

031015-1 Airline Incentive Plan Discussion – after review and approval by the Federal Aviation Administration (FAA) the Airline Incentive Plan was presented for approval.

Ms. Topham made a **Motion** to approve the Airline Incentive Plan. **Second** by Ms. Planzer and **Passed** by the following roll-call vote:

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

011315-2 General Fund Repayment Proposal and Discussion of In-Kind Services - The Finance Department is modifying the draft agreement's language in regards to provide the mechanism for credit for in-kind services.

Pending Leases and Contracts

Mr. Rafter presented the following Leases and Contracts:

- **Nantucket Auto Rental, Inc.** – 2016 Car Rental Agreement for \$14,275 rent plus \$1,500 Annual Business Fee plus 10% Gross Receipts plus Customer Facility Charges.
- **The Hertz Corporation** – 2016 Car Rental Agreement for \$15,925 plus \$1,500 Annual Business Fee plus 10% Gross Receipts plus Customer Facility Charges.
- **Thrifty Cars, Inc.** rental agreement was still pending.

Ms. Planzer made a **Motion** to approve the Nantucket Auto Rental and The Hertz Corporation Leases. **Second** by Ms. Topham and **Passed** by the following roll-call vote:

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

030816-1 Declaration of Surplus Property – 10 Sun Island Road Parcels – Mr. Rafter reported the Declaration is the first step in the procurement process to dispose of land by sale or rent. The Request for Proposal (RFP) is in draft form which will include nine (9) parcels which can be bid either as a whole, single or combined parcels. It will be released after Town Meeting acts on Article 94 of the Warrant would extend the permissible lease term from 20 to 30 years.

Ms. Topham made a **Motion** to declare as surplus property and unnecessary for Airport use at the present time, the parcels located at 10 Sun Island Road as depicted on Exhibit A to the Declaration. **Second** by Ms. Planzer and **Passed** by the following roll-call vote:

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

030816-2 Flat Roof Building Future Use Discussion – Mr. Rafter reported a matrix has been created to study the proposed future uses of the Flat Roof Building. After some evaluation, it is probable that it will be moved. There has been interest expressed in the building.

122215-1 Air Service Update – Mr. Rafter reported meeting with Janet Schulte of the Nantucket Island Chamber of Commerce as well as Chambers on the Cape and other airports, on a regional approach to air service development. The Airport will be hosting a focus group in the 3rd week in April to collect data from 20-30 local business people regarding demands for air service. Then hopefully to develop a format that can be replicated in other regions.

Manager's Report

Project Updates

- Air Traffic Control Tower – Mr. Rafter requested the Commission ratify change orders PCO #009 and PCO #010 for a net increase of \$3,185.00 to the construction contract.

Ms. Planzer made a **Motion** ratify PCO #009 and PCO #010. **Second** by Ms. Topham and **Passed** by the following roll-call vote:

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

- A site visit has taken place with the engineers for the three (3) Airport Improvement Projects (AIP's) for FY17: Electrical Vault Room Rehabilitation, Interactive Employee Training Software and FIDS/PA System Update
- A water pipe and fire suppression pipe break above the airfield electrical vault room caused damage shutting down the airfield lights temporarily. Emergency procurement was authorized by the State.
- An after-hours broken fire suppression pipe in the restaurant caused damage resulting in the street entrance to the restaurant be closed off.
- The front end loader that was in for transmission overhaul is back in service.
- Two (2) new golf carts have been received.
- Manager's vehicle has been received.
- A new Point-of-Sale software is being installed in the FBO that will minimize the time needed to service customers as well allow them to automate the fuel slip process.

RFP/Bid Status

- HVAC/Oil Burner bids are out and due back by March 15.
- Specs are being prepared to purchase a passenger boarding ramp.
- An RFQ for is being prepared for an architect to design employee housing.
- An on-call engineering service RFP is drafted.
- Airport Gas draft RFP is under review.
- Sun Island draft RFP is under review.

Search Properties Abutters Town and County of Nantucket Help

Maps
Base: Base Map
Thematic/Overlay: none
Legend Printable Map Link

Property Info
Address: OLD SOUTH RD
Property ID: 69 31
Ownership: NANTUCKET TOWN OF
Address: 16 BROAD ST, NANTUCKET, MA 02554 USA
Valuation: Total \$258,800, Land \$258,800, Last Sale \$0 on 01/01/80
Land Area: 0.65 AC
Property Record Card

565 ft



TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT

Declaration of Surplus Property

The Town of Nantucket, acting by and through its Airport Commission, hereby makes the following findings:

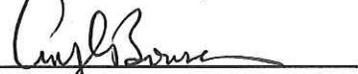
1. The Nantucket Memorial Airport owns approximately 203,887 ± square feet of real estate located at 10 Sun Island Road, Nantucket, MA 02554 (the "Property") as depicted on the attached Exhibit A.
2. The Property is currently being held for non-aeronautical leasing purposes.
3. The interest of the Airport would be best served by leasing the Property, which is currently zoned CI (Commercial Industrial), either in part or by whole, to eligible commercial businesses as described on Exhibit B.
4. The Property has recently received fair market rental opinions, based on the layout depicted on Exhibit A, ranging from of \$.80 per square foot to \$1.15 per square foot.
5. Any proposed leasing of the Property must be approved by a vote of the Airport Commission.

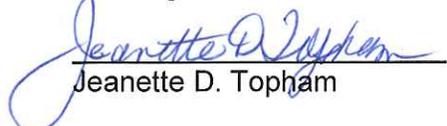
WHEREFORE, the Nantucket Memorial Airport Commission hereby makes the following declarations,

1. The Property be, and hereby is, declared to be surplus Airport property.
2. The Property be, and hereby is, made available for leasing to commercial entities, as depicted on Exhibit B, for no less than \$.80 per square foot to \$1.15 per square foot for single lots, or no less than the highest amount identified per square foot for combined lots, subject to change or approval by the Nantucket Airport Commission.
3. The Airport Manager be, and hereby is, authorized and directed to take all appropriate actions in accordance with the provisions of M.G.L. c. 30B to prepare and advertise Request for Proposals for the leasing of the property; and, together with the Town of Nantucket Chief Procurement Office, evaluate all such proposals when received; and to make a recommendation to the Nantucket Memorial Airport Commission of the appropriate course of action to be taken by the Airport in connection with the anticipated leasing of all or a portion of the Property.

NANTUCKET AIRPORT COMMISSION

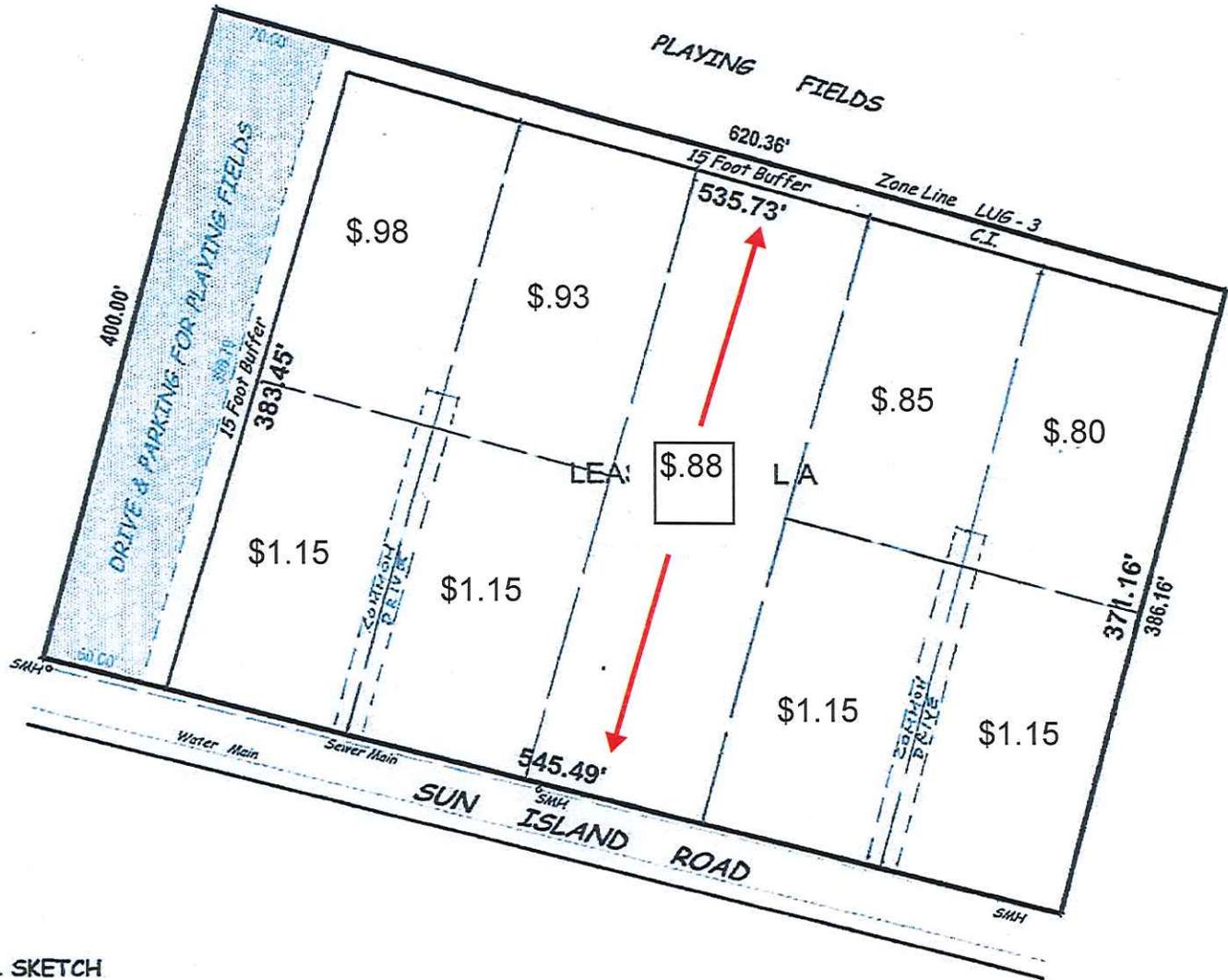

Daniel W. Drake, Chairman


Anthony G. Bouscaren


Jeanette D. Topham

(Absent)
Arthur D. Gasbarro, Vice Chair


Andrea N. Planzer



PRELIMINARY LEASE PARCEL SKETCH
 CONCEPT A
 NANTUCKET AIRPORT
 Scale : 1"= 100' Jan.15, 2015

Earle & Sullivan, Inc.
 Professional Land Surveyors
 6 Youngs Way Nantucket, Ma. 02554
 508-332-4808

ZONING

139 Attachment 2

Town of Nantucket

Use Chart
(See § 139-7A.)

[Amended 4-6-2009 ATM by Art. 27, AG approval 8-10-2009; 4-4-2011 ATM by Arts. 58 and 61, AG approval 9-15-2011; 3-31-2012 ATM by Art. 47, AG approval 7-12-2012; 4-2-2013 ATM by Art. 30, AG approval 7-26-2013; 4-5-2014 ATM by Art. 67, AG approval 5-7-2014; 4-6-2015 ATM by Arts. 44, 47, 61, 62, 64, AG approval 8-5-2015]

- A = Accessory Use as defined in § 139-15
- FBED = Formula Business Exclusion District
- N = No
- SP = Special Permit issued by Zoning Board of Appeals, unless the Planning Board is designated as the special permit granting authority pursuant to another section of this chapter.
- Y = Yes

Use	Town Residential Districts							Town Commercial Districts						Country Residential Districts					Country Commercial Districts		
	R-1 SR-1	ROH SOH	R-5 R-5L	R-10 R-10L SR-10	R-20 SR-20	R-40	CDT	CMI	CN	CTEC	CI	RC	RC-2	LC	V-R	LUG-1	LUG-2	LUG-3	MMD	VN	YTEC
Primary dwelling	Y	Y	Y	Y	Y	Y	A	A	A	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	A	A
Secondary dwelling	Y	Y	Y SP	Y SP	Y	Y	Y	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	N	N
Accessory dwelling	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Tertiary dwelling	N	N	Y	Y	Y	Y	N	N	N	N	N	N	N	N	N	Y	Y	Y	N	N	N
Apartment	N	N	N	N	N	N	Y	Y	Y	Y	SP	N	N	N	N	N	N	N	N	N	N
Apartment building	N	N	N	N	N	N	N	N	N	SP	N	N	N	N	N	N	N	N	N	N	N
Garage apartment	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Duplex	Y R-1 N SR-1	N	Y R-5 N SR-5L	Y R-10 N SR-10L	N	N	Y	Y	A	Y	N	Y	Y	Y	N	N	N	N	N	N	N
Elder housing facilities	SP	SP	SP	SP	SP	SP	N	SP	SP	N	N	SP	SP	SP	SP	SP	SP	SP	N	N	N
Studio	A	A	A	A	A	A	Y	Y	Y	Y	Y	Y	Y	Y	A	A	A	A	A	Y	Y
Garage – residential	A/SP	A/SP	A/SP	A/SP	A/SP	A/SP	N	N	A	A	N	A	A	N	A/SP	A	A	A/SP	A	A	A
Shed	A	A	A	A	A	A	N	Y	A	A	A	A	A	N	A	A	A	A/SP	A	A	A
Outbuildings – other	A	A	Y	Y	A	A	N	N	A	A	A	A	A	N	A	A	A	A/SP	A	A	A
Swimming pool - residential	A	N	A	A	A	A	A	A	A	A	N	A	A	N	A	A	A	A/SP	A	A	A
Home occupations	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Keeping of pets for personal use	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Retail sales	N	N	N	N	N	N	Y	Y	Y	A	A	Y	Y	Y	N	N	N	N	N	N	N
Convenience store	N	N	N	N	N	N	Y	Y	Y	N	N	Y	Y	SP	N	N	N	N	N	N	N
Alcohol sales	N	N	N	N	N	N	Y	Y	SP/A	N	N	Y	Y	SP	N	N	N	N	N	N	SP
Bakery	N	N	N	N	N	N	Y	Y	Y	N	N	Y	Y	SP	N	N	N	N	N	N	A
Open-air market	N	N	N	N	N	N	Y	Y	Y	N	N	Y	Y	SP/A	A	A	A	A	N	N	Y
Pharmacy	N	N	N	N	N	N	Y	Y	Y	N	N	Y	Y	N	N	N	N	N	N	N	Y
Registered marijuana dispensary	N	N	N	N	N	N	N	N	SP	N	SP	N	N	N	N	N	N	N	N	N	N

NANTUCKET CODE

Use	Town Residential Districts						Town Commercial Districts							Country Residential Districts					Country Commercial Districts		
	R-1 SR-1	ROH SOH	R-5 R-5L	R-10 R-10L SR-10	R-20 SR-20	R-40	CDT	CMH	CN	CTEC	CI	RC	RC-2	LC	V-R	LUG-1	LUG-2	LUG-3	MMD	VN	VTEC
Supermarket	N	N	N	N	N	N	Y	Y	SP	N	N	Y	Y	N	N	N	N	N	N	N	N
Restaurants	N	N	N	N	N	N	Y	Y	SP	N	N	Y	Y	SP	N	N	N	N	N	N	N
Small (up to 70 seats)	N	N	N	N	N	N	Y	Y	SP	N	N	Y	Y	SP	N	N	N	N	N	N	N
Large (71-200 seats)	N	N	N	N	N	N	SP	SP	N	N	N	Y	Y	N	N	N	N	N	N	N	N
Take-out food establishment	N	N	N	N	N	N	Y	Y	SP/A	N	N	SP	SP	N	N	N	N	N	N	N	N
Drive-through take-out food	N	N	N	N	N	N	N	N	N	N	N	SP	SP	N	N	N	N	N	N	N	N
Tavern/Bar	N	N	N	N	N	N	Y	Y	SP/A	N	N	SP	SP	N	N	N	N	N	N	N	N
Formula businesses	N	N	N	N	N	N	Y	Y	SP/A	N	N	SP	SP	N	N	N	N	N	N	N	N
Retail (includes: bakery, convenience store and pharmacy)	N	N	N	N	N	N	Y	Y	N	N	SP	SP	N	N	SP	N	N	N	N	N	N
Supermarket	N	N	N	N	N	N	Y	Y	Y	N	N	Y	Y	N	N	N	N	N	N	N	N
Restaurant	N	N	N	N	N	N	N	N	N	N	N	Y	Y	N	N	N	N	N	N	N	N
Small (up to 70 seats)	N	N	N	N	N	N	N	SP	SP	N	N	SP	N	N	N	N	N	N	N	N	N
Large (71-200 seats)	N	N	N	N	N	N	N	SP	N	N	N	SP	N	N	N	N	N	N	N	N	N
Take-out food establishment	N	N	N	N	N	N	N	SP	SP	N	N	Y	N	N	N	N	N	N	N	N	N
Tavern/Bar	N	N	N	N	N	N	N	SP	SP	N	N	Y	N	N	N	N	N	N	N	N	N
Offices	N	N	N	N	N	N	Y	Y	Y	A	Y	Y	Y	N	N	N	N	N	N	N	N
Theatres, auditoriums, or other places of public assembly	N	N	N	N	N	N	Y	SP	SP	N	N	Y	Y	SP	N	N	N	N	N	N	N
Personal services	SP	SP	SP	SP	SP	SP	Y	Y	Y	A	N	Y	Y	SP	N	N	N	N	N	Y	SP
Print shop	N	N	N	N	N	N	Y	Y	Y	Y	Y	SP	SP	N	N	N	N	N	N	N	N
Laundromat or dry-cleaning establishment	N	N	N	N	N	N	SP	SP	SP	SP	SP	SP	SP	N	N	N	N	N	N	N	N
Bank	N	N	N	N	N	N	Y	Y	Y	N	N	Y	Y	SP	N	N	N	N	N	N	N
Automated teller machine	N	N	N	N	N	N	Y/A	Y/A	Y/A	N	N	Y	Y	SP	N	N	N	N	N	N	N
Arcade	N	N	N	N	N	N	N	SP/A	SP/A	N	N	A	A	A	N	N	N	N	N	N	N
Art gallery	N	N	N	N	N	N	Y	Y	Y	N	N	SP	SP	SP	N	N	N	N	N	N	N
Museum	N	N	N	N	N	N	Y	N	SP	N	N	Y	Y	N	N	N	N	N	N	N	N
Catering	N	N	N	N	N	N	N	Y	Y	Y	SP	SP/A	SP/A	A	N	N	N	N	N	N	N
Crematorium	N	N	N	N	N	N	N	N	N	N	Y	A	A	A	N	N	N	N	N	N	N
Funeral home	SP	SP	SP	SP	SP	SP	Y	Y	Y	N	Y	Y	Y	Y	N	N	N	N	N	N	N
Health spa	N	N	N	N	N	N	Y	Y	Y	N	N	Y	Y	N	N	N	N	N	N	N	N
Medical clinic	N	N	N	N	N	N	N	SP	SP	N	N	Y	Y	N	N	N	N	N	N	N	N
Hospital	N	N	N	N	N	N	N	N	Y	N	N	N	N	N	N	N	N	N	N	N	N
Transient residential facilities	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Hotel or inn	N	N	N	N	N	N	SP	SP	SP	N	N	Y	N	SP	N	N	N	N	N	N	N
Rooming, lodging, or guest house	N	SP	N	N	N	N	Y	Y	Y	N	N	Y	N	Y	N	N	N	N	N	N	N
Time-sharing/Interval dwelling units	N	N	N	N	N	N	Y	Y	Y	N	N	Y	Y	Y	N	N	N	N	N	N	N

ZONING

Use	Town Residential Districts						Town Commercial Districts							Country Residential Districts					Country Commercial Districts		
	R-1 SR-1	ROH SOH	R-5L	R-10 R-10L SR-10	R-20 SR-20	R-40	CDT	CMI	CN	CTEC	CI	RC	RC-2	LC	V-R	LUG-1	LUG-2	LUG-3	MMD	VN	VTEC
Contractor shop	N	N	N	N	N	N	N	N	SP	Y	Y	SP	SP	N	N	N	N	N	N	N	A
Lumberyard	N	N	N	N	N	N	N	N	SP	SP	Y	N	N	N	N	N	N	N	N	N	SP
Bulk merchandise retail	N	N	N	N	N	N	Y	Y	Y	SP	Y	N	N	N	N	N	N	N	N	N	SP
Landscape contractor	N	N	N	N	N	N	N	N	SP	Y	Y	SP	SP	N	N	N	N	N	N	N	SP
Light manufacturing	N	N	N	N	N	N	N	N	A	SP/A	Y	SP	SP	N	N	N	N	N	N	N	SP/A
Food processing	N	N	N	N	N	N	N	N	SP	SP	Y	SP	SP	N	N	N	N	N	N	N	SP
Shed - commercial	N	N	N	N	N	N	A	A	A	A	A	N	N	N	N	N	N	N	N	N	SP
Interior or exterior storage or warehousing	N	N	N	N	N	N	N	N	A	SP/A	Y	SP	SP	N	N	N	N	N	N	A	A
Motor vehicle sales	N	N	N	N	N	N	N	SP	SP	N	SP	SP	SP	N	N	N	N	N	N	A	SP/A
Motor vehicle rental	N	N	N	N	N	N	Y	N	SP	N	SP	SP	SP	N	N	N	N	N	N	N	N
Motor vehicle repair or painting	N	N	N	N	N	N	N	SP	SP	SP	Y	SP	SP	N	N	N	N	N	N	N	N
Motor vehicle service station	N	N	N	N	N	N	N	SP	SP	SP	Y	SP	SP	N	N	N	N	N	N	N	N
Motor vehicle parking lots or structures	N	N	N	N	N	N	Y	Y	Y	SP	SP	Y	Y	N	N	N	N	N	N	N	N
Car wash	N	N	N	N	N	N	N	SP	N	N	SP	SP	SP	N	N	N	N	N	N	N	N
Taxicab business	N	N	N	N	N	N	Y	Y	Y	N	SP	SP	SP	N	N	N	N	N	N	N	N
Bicycle rental or sale	N	N	N	N	N	N	Y	N	SP	SP	N	SP	SP	N	N	N	N	N	N	N	N
Maritime service station	N	N	N	N	N	N	Y	N	SP	SP	N	SP	SP	N	N	N	N	N	N	SP	A
Yacht/Sailing clubs and marinas	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	N	SP
Adult uses	N	N	N	N	N	N	N	N	N	N	SP	N	SP	N	N	N	N	N	N	N	N
Asphalt/Batching plant	N	N	N	N	N	N	N	N	N	N	Y	N	N	N	N	N	N	N	N	N	N
Licensed junkyard	N	N	N	N	N	N	N	N	N	N	SP	N	N	N	N	N	N	N	N	N	N
Transfer station	N	N	N	N	N	N	N	N	N	N	SP	N	N	N	N	N	N	N	N	N	N
Petroleum product storage or distribution facility (i.e. tank farm)	N	N	N	N	N	N	N	N	N	N	Y	N	N	N	N	N	N	N	N	N	N
Utility production/distribution (does not include WECS)	N	N	N	N	N	N	N	SP	SP	SP	SP	Y	N	N	N	N	N	N	N	N	N
Mining	N	N	N	N	N	N	N	N	N	N	Y	N	N	N	N	N	N	N	N	N	N
Truck/Bus terminal	N	N	N	N	N	N	N	N	N	N	SP	Y	N	N	N	N	N	N	N	N	N
Boat-related storage	N	N	N	N	N	N	N	N	N	N	SP	Y	Y	N	N	N	N	N	N	N	N
Preservation of a lot in its natural condition	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	N	SP
Care and propagation of fish and shellfish	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
All agricultural uses allowed by Ch. 590 of the Acts of 1989, effective 3-8-1990 (including keeping of farm animals, greenhouses, truck gardens, farms, orchards and nurseries)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Cemeteries	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y
Municipal uses (any)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Tents	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Day-care center	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Kennel	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	N	SP	SP	SP	SP	SP	SP	SP
Public stable	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	N	SP	SP	SP	SP	SP	SP	SP
Employer dormitory	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Neighborhood employee housing	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	N	N	N	N	N	N	N	N
Swimming pool - commercial	N	N	N	N	N	N	N	SP/A	SP/A	A	N	SP/A	SP/A	A	N	N	N	N	N	N	N
Recreational facilities	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	A	A	A	A	A	A	A	A
Club	N	N	N	SP	SP	SP	Y	Y	Y	Y	N	Y	Y	N	N	SP	SP	SP	SP	SP	SP

NOTES:
See the definition of "transient residential facility" in § 139-2A.

101116-3

CATEGORY	PROJECT NAME	FY	ESTIMATED COST
AIP Projects	5 Year CIP EA/EIR Permitting - Supplemental Authorization	2018	\$ 450,000.00
AIP Projects	ALP Update with SMS and Narrative	2018	\$ 250,000.00
AIP Projects	Reconstruct Apron Area 3 & Replace 5,000 Feet of Fence	2018	\$ 2,200,000.00
Infrastructure	ATC Phase II	2018	\$ 75,000.00
Infrastructure	Repave maintenance road near localizer antenna	2018	\$ 25,000.00
Infrastructure	Podiums in TSA hold room	2018	\$ 10,000.00
Maintenance/Equipment	Replace compressor	2018	\$ 20,000.00
Maintenance/Equipment	A-1 Tire Replacement	2018	\$ 16,000.00
Maintenance/Equipment	Loader 1 Tire Replacement	2018	\$ 16,000.00
Maintenance/Equipment	Paint and Beads & Rubber & Markings Removal (Multi - Year 1)	2018	\$ 275,000.00
Maintenance/Equipment	Extend bag belt behind Cape Air	2018	\$ 200,000.00
Maintenance/Equipment	Heavy duty brush deck (NK)	2018	\$ 30,000.00
Operations/ARFF	Deicer Truck	2018	\$ 72,000.00
Operations/ARFF	Fire Suppression System for Fuel Farm	2018	\$ 70,000.00
Operations/ARFF	Lights on centerline and touchdown zone	2018	\$ 25,000.00
Operations/ARFF	Fuel Farm Piping Replacement	2018	\$ 436,100.00
			\$ 4,170,100.00
		<i>Total AIP</i>	\$ 2,900,000.00
		<i>Local Share of AIP</i>	\$ 145,000.00
		<i>Total Capital Total for ACK</i>	\$ 1,415,100.00

FY 18 Departmental Budget Review Schedule

All meetings held in Town Manager Conference Room

<i>Date</i>	<i>Time</i>	<i>Department</i>
Mon, 10/17	10am	Police, Marine
Tues, 10/18	11am	Fire
	1pm	Finance
	2pm	PLUS
Wed, 10/19	2pm	Vis Services
	3pm	Health
Thurs, 10/20	2pm	IT
Fri, 10/21	9am	HR
	10am	Town Clerk
Mon, 10/24	2pm	OIH, HS
	3:30 PM	Town Admin
Tues, 10/25	11am	DPW (GF)
	1pm	Natural Resources
Wed, 11/4	9am	FY 18 status (Town Admin, Finance)
Mon, 11/28	9:30 AM	SWEF, SEF
Tues, 12/13	11am	Airport
	1pm	WWCo

FEE OWNER'S

ESTOPPEL CERTIFICATE TO LEASEHOLD MORTGAGE

WHEREAS, NANTUCKET MEMORIAL AIRPORT COMMISSION (hereinafter, the "Owner"), is the owner in fee simple of the real estate described in Exhibit A annexed hereto located at 10 Airport Road, Nantucket, Massachusetts (hereinafter, the "Premises"); and

WHEREAS, the owner has leased the Premises to Airport Gas Station, Inc., a Massachusetts corporation with its principal executive office at 10 Airport Road, Nantucket, Massachusetts (hereinafter, the "Lessee"), pursuant to a lease dated October 1, 1998, (hereinafter with any amendments, modifications, extensions, replacements or renewals, the "Lease") notice of which is filed with the Nantucket Registry District of the Land Court as Document No. 85059, as affected by Amendment to Notice of Lease filed with said Registry District as Document No. 89317; and

WHEREAS, Owner recognizes the rights and interest of Lessee to and in the Lease and the Premises; and

WHEREAS, Blue Hills Bank, a Massachusetts state chartered bank with its principal office at 1196 River Street, Hyde Park, Massachusetts (hereinafter, together with its successors, assigns, and transferees, the "Leasehold Mortgagee"), has agreed to establish a loan arrangement with Lessee (hereinafter, the "Loan Arrangement") on the condition that, among other collateral to be granted, Lessee grants to the Leasehold Mortgagee a leasehold mortgage in and to the rights of the Lessee to the Lease and the Premises and a security interest in other property of the Lessee (hereinafter, the "Personal Property") said mortgage and security interests to be created by execution and delivery by Lessee of a Leasehold Mortgage and Security Agreement (hereinafter, with any extensions, modifications and amendments, the "Mortgage"); and

WHEREAS, as a prior condition to establishing the Loan Arrangement the Leasehold Mortgagee requires that the Owner certify, represent, covenant, and agree to the matters described in this Certificate; and

WHEREAS, it is in the best interest of the Owner that the Loan Arrangement be established;

NOW THEREFORE, in consideration of the foregoing and upon the request of Lessee, the Owner hereby makes the following representations and covenants:

1. The Owner represents that the Lease:
 - (a) is currently in full force and effect;

- (b) has not been modified or amended; and
- (c) is not in default, nor has any event occurred which is, or solely with the passage of time would be, an event of default under the Lease.

2. The Owner represents that the rent under the Lease has been paid to the owner through _____, 2016 and no additional rent is presently due under the Lease; and as of the date of this Certificate, there are no other payments due and payable from the Lessee to the Owner under the Lease.

3. The Owner represents and warrants that its fee interest in the Premises is unencumbered.

4. The Owner acknowledges and recognizes Lessee as Lessee under the Lease.

5. The Owner hereby:

(a) recognizes the rights of the Leasehold Mortgagee, its successors, assigns and transferees, in and to the Lease and the Premises as described in the Mortgage and consents to the exercise by the Leasehold Mortgagee of its rights under the Mortgage upon the occurrence of an event of default by the Lessee under the Mortgage;

(b) consents to any assignment or sale by the Leasehold Mortgagee of the Leasehold Mortgagee's or Lessee's rights in and to the Lease and the Premises pursuant to the terms of the Mortgage;

(c) agrees to recognize the Leasehold Mortgagee and/or Any successors, assignee or transferee of the Leasehold Mortgagee's or Lessee's interest in and to the Lease and the Premises as lessee under the Lease upon notice given the Owner by the Leasehold Mortgagee or such successor, assignee or transferee of their interest in and to the Lease and the Premises; and

(d) recognizes the right of the Leasehold Mortgagee or any successor, assignee or transferee of the Leasehold Mortgagee to exercise any options, including, without limitation, any renewal or extension options or rights of first refusal provided to the Lessee under the Lease; and agrees that if, prior to the exercise of the Leasehold Mortgagee of its rights under the Mortgage, the Lessee fail to exercise within the applicable time periods set forth in the Lease any option including, without limitation, any renewal or extension option or right of first refusal, the Owner shall notify the Leasehold Mortgagee as attorney-in-fact for the Lessee and the Leasehold Mortgagee shall be authorized, at its option, to exercise

any option or right within sixty (60) days of receipt of such notice and the Owner shall recognize said exercise of any option or right' by the Leasehold Mortgagee.

6. Upon notice to the Owner by the Leasehold Mortgagee of the exercise of Leasehold Mortgagee's rights against Lessee (whether pursuant to the Mortgage or otherwise) the Owner shall:

(a) not interfere with any enforcement by the Leasehold Mortgagee of the Leasehold Mortgagee's rights in and to the Personal Property of the Lessee located on the Premises;

(b) not distrain nor assert any claim against the Personal Property;

(c) permit the Leasehold Mortgagee to enter upon the Premises and remove the Personal Property from the Premises provided, the Leasehold Mortgagee agrees that it shall promptly repair, at the Leasehold Mortgagee's expense, any physical damage to the Premises caused by said removal; and (d) not interfere with the disposal of the Personal property by sale (by public auction or otherwise) conducted on the Premises.

7. Until such time as the Leasehold Mortgagee executes a records a discharge of the Mortgage:

(a) no modifications, extensions, renewals or surrender of the Lease shall be effective without the prior written consent of the Leasehold Mortgagee.

(b) the Owner shall not mortgage or otherwise encumber the Owner's fee interest in the Premises unless such mortgage or encumbrance holder specifically agrees, in writing, that such mortgage or encumbrance is subordinate to the Lease and further agrees, in writing, to recognize the rights of the Leasehold Mortgagee, its successors, assigns or transferees, to the Lease and the Premises, and the rights under this Certificate, and agrees to grant the Leasehold Mortgagee a right to cure any default, as provided herein, under such mortgage;

(c) the Owner shall waive any provisions of the Lease which provide that Lessee shall, upon request of the Owner, subordinate the Lease to any lien of any present or future mortgages granted by the Owner;

(d) the Owner shall recognize the exercise by the Leasehold Mortgagee, its successors, assigns or transferee of any options or rights under the Lease;

(e) in the event of the total or partial destruction of the Premises, the Owner agrees that any insurance proceeds arising out of such loss and payable to the Owner as loss payee shall be used to restore the Premises and the Owner shall

not adjust or settle any claim of loss without the written consent of the Leasehold Mortgagee and that any insurance proceeds arising out of any loss shall be deposited with the Leasehold Mortgagee and disbursed by the Leasehold Mortgagee for restoration of the Premises in accordance with such disbursement procedures as are established by the Leasehold Mortgagee. Notwithstanding anything to the contrary contained in the Lease, the Lease shall not terminate as a result of any casualty loss unless the insurance proceeds received as a result of said loss and paid to the Leasehold Mortgagee are sufficient to satisfy the Liabilities (as defined in the Mortgage) of the Lessee to the Leasehold Mortgagee and secured by the Mortgage; and

(f) in the event of a total or partial taking of the Leased Premises, the Owner shall permit the Leasehold Mortgagee to participate in any proceedings relating thereto and the Owner agrees that any award resulting from such total or partial taking should be paid to the Leasehold Mortgagee for application towards the Liabilities secured by the Mortgage as the Leasehold Mortgagee shall determine.

8. In the event of any default by the Lessee under the Lease, the Owner shall:

(a) cause a copy of any notice of default by the Lessee under the Lease or notice of termination of the Lease to be sent to the Leasehold Mortgagee and the Owner agrees that any such notice of default or termination shall not be deemed duly given and effective unless and until a copy of such notice is actually received by the Leasehold Mortgagee; and

(b) permit the Leasehold Mortgagee to cure or cause to be cured such default within thirty (30) days of the receipt of notice from the Owner of Lessee's default if such default may be cured by the payment of money, or, otherwise within ninety (90) days of the receipt of such notice.

9. If the Leasehold Mortgagee fails to cause any default to be cured or such default is incapable of being cured during the applicable time period, the Owner shall further refrain from exercising its rights and/or remedies upon default under the Lease and shall not terminate the Lease if the Leasehold Mortgagee has, during such cure period, provided the Owner with written notice that either:

(a) the Leasehold Mortgagee intends to cause the default to be cured and the Leasehold Mortgagee is diligently pursuing the cure of such default; or

(b) the Leasehold Mortgagee has or intends to make demand upon Lessee for payment or performance under any agreement between Lessee and the Leasehold Mortgagee pertaining to the Loan Arrangement and the Leasehold Mortgagee diligently pursues the exercise of its rights upon default thereunder.

10. During any cure period, the Owner shall not exercise any of its rights and/or remedies upon default under the Lease.

11. Any successor, assignee or transferee of the interest of the Leasehold Mortgagee shall have ninety (90) days from the consummation of such succession, assignment, or transfer within which to cure or cause to be cured any default under the Lease and, during such period the owner shall not terminate the Lease.

12. Any default which is cured or which is caused to be cured by the Leasehold Mortgagee within the applicable cure period, as such periods may be extended by the application of Section 9, above, shall be deemed to have been waived by the Owner and the Owner shall not be entitled to exercise any rights or remedies granted to Owner under the Lease on account of the occurrence of such default.

13. In the event the default is incapable of being cured, the Owner shall, upon the request of the Leasehold Mortgagee, execute a new lease upon the same terms and conditions (but providing for the revival of any rights and/or options which may have lapsed due to the Lessee's action or inaction under the Lease) as the Lease and such new lease shall have the same relative priority in right, title and interest in and to the Premises and the buildings and improvements thereon as the Less under the Lease.

14. The Leasehold Mortgagee shall not become liable for t obligations of Lessee under the Lease unless and until the Leas hold Mortgagee obtains possession of the Premises and expressly agrees to assume all such obligations, and then, only for the period during which the Leasehold Mortgagee is in possession of the Premises. Upon the sale, transfer or assignment by the Leasehold Mortgagee of its interest in the Lease and/or the Premises, the Leasehold Mortgagee shall have no further liability to the Owner.

15. Whether or not the Leasehold Mortgagee assumes the obligations of Lessee pursuant to Section 14, above, the Leasehold Mortgagee shall have no liability to the Owner for any obligations of Lessee under the Lease arising prior to such assumption by the Leasehold Mortgagee.

16. By the execution of this Certificate, the Owner hereby consents to the Lessee's execution and delivery of the Mortgage and any amendments or modifications thereto; it being understood however, that, except as provided herein, the Mortgage shall not impose any liability on the Owner as to the Leasehold Mortgagee for the obligations of the Lessee thereunder.

17. All notices under this Certificate shall be sent certified mail, return receipt requested as follows:

If to Owner:

Attn: _____

With a copy to:

Attn: _____

If to the
Leasehold Mortgagee:

Blue Hills Bank
10 Cordage Park Circle, Suite 222
Plymouth, Massachusetts 02360
Attn: Ms. Marilyn Agulnick-House

With a copy to:

Goulston & Storrs P.C.
400 Atlantic Avenue
Boston, Massachusetts 02110
Attn: James H. Lerner, Esq.

All notices hereunder shall be deemed to have been received three (3) days after the date of mailing in accordance with the above described requirements.

18. In connection with any future loan arrangements between the Leasehold Mortgagee and Lessee, the Owner hereby agrees to execute and deliver to the Leasehold Mortgagee an additional Estoppel Certificate substantially in the form of this Certificate, within ten (10) days of receipt of a written request from the Leasehold Mortgagee.

19. This Certificate is delivered to the Leasehold Mortgagee and is binding on the Owner and its successors and assigns, may be relied upon and shall inure to the benefit of, the Leasehold Mortgagee, its successors and assigns, and may be recorded in any land records pertaining to the Premises.

It is intended that this Estoppel Certificate to Leasehold Mortgage take effect as a sealed instrument under the laws of Commonwealth of Massachusetts.

Dated this ____ day of _____ 2016.

Nantucket Memorial Airport Commission

By: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2016

Then personally appeared the above-named _____,
personally known to me as evidenced by _____, the
_____ of Nantucket Memorial Airport Commission and acknowledged the
foregoing to be his/her free act and deed, before me,

Notary Public

My Commission Expires: _____