



## **AIRPORT COMMISSION**

**Airport Conference Room**

**Friday**

**May 18, 2012**

**4:00 p.m.**

**Members Present:** Heath Gatlin, Paul Gavin, Victor Seltsam,  
and Steve Tait,

**Members Absent:** Jeff Jaran and Michael Valenti (both excused)

**Staff:** Butch Lisenby

### **MEETING AGENDA**

#### **MINUTES**

**Motion:** Move to accept the minutes of the April 13<sup>th</sup> meeting as written.

**Motion:** Steve Tait      **Seconded:** Paul Gavin      **Vote:** 4-0-0.

### **REPORTS**

#### **Enplanements**

There were 297 in February, 329 in March, and 480 in April. The year-to-date total is 1,446.....last year's year-to-date total through April was 1,240.

Butch said that the bookings on paper look pretty good. The response to the White Plains offering is tremendous. It seems that luggage will be an issue – because of the possible size. The passengers don't have to go through screening; it's a non-screen through to a non-screen.

### **OLD BUSINESS**

#### **Lease Payment Responsibilities Update**

Heath has been working on the draft of a new addendum to the Cape Air lease in order to clarify the responsibilities.

**The draft is as follows:**

Whereas the Inhabitants of the Town of Provincetown (Lessor) and Hyannis Air Service, Inc., DBA/Cape Air (Lessee) entered into a lease and operating agreement (Lease) on August 1, 1997 for a term of twenty years starting July 14, 1997; and whereas the Lease was drafted and signed prior to the construction of the current terminal facility and other airport structures including the equipment garage; and whereas the Lease document contains several ambiguous and/or undefined terms, the meaning of which reasonable people could disagree; and whereas the electricity used by the equipment garage is supplied through the same electric meter that supplies power to the terminal; and whereas other utility meters and the physical environs to which they supply services do not necessarily correlate with the premises outlined in the Lease; and whereas this Commission is now aware of decisions made by the current Commission and prior Commissions that may have been contrary to the literal language of the Lease but were in keeping with, what in hindsight, was in the spirit of the outmoded Lease; and whereas the Commission believes the prior payment decisions may, upon review now, have been in favor of the Lessee on some occasions and sometimes in favor of the Lessor on others but probably net out to negligible benefit of either party; and whereas the Commission does not wish to expend more Town resources to audit the prior years' payments since the Commission believes the net result would be negligible to either party; and whereas the Lessor and Lessee both have a need to pay vendors for products and services on a continuing basis to keep the airport and airport services in operation; and whereas the Commission and the Lessee wish to create an unambiguous and practical clarification of the payment responsibilities contemplated in the Lease; now therefore the Commission resolves the following clarifications regarding payment responsibilities at the Provincetown Municipal Airport for the remainder of the Lease term:

Lessor shall pay all costs for structural repairs, including structural repairs to the terminal and hangar, which shall include repairs to

- walls, ceilings, roofs, beams, windows;
- door systems;
- HVAC system;
- emergency generator;
- sprinkler system;
- exterior lighting (fixtures, bulbs, ballasts, etc.); and
- plumbing located inside finished walls or located below finished floors.

Lessor shall pay for utilities supplied to

- sight-seeing shack (including electricity);
- tie down ramp;
- visitor parking area;
- airport rotating beacon;
- runway/taxiway lights; and
- equipment garage (water and propane heat only).

Lessee shall pay all costs for maintenance and repair of

- interior finishes (furniture, carpet, paint, window treatments, signs, etc.);
- interior lighting (terminal/hangar fixtures, bulbs, ballasts, etc.);
- plumbing fixtures located inside the terminal building (excludes plumbing found inside finished walls or located below the finished floor); and
- other routine repairs inside the terminal building and any other buildings named in the Lease.

Lessee shall pay for a preventive maintenance contract for the terminal building's HVAC system.

Lessee shall pay for utilities supplied to

- terminal;
- terminal hangar;
- Ramp adjacent to terminal;
- employee parking area; and
- equipment garage (electricity only).

Steve Tait had some changes in semantics and this was discussed. Also some of the other members had tweaks which will be taken into consideration. Stay tuned.

It is proposed that – after all the Commissioners look at the reworded lease – they will send it to Chuck Ferrara of Cape Air.

**Motion: Move to approve the lease addendum draft as amended.**

**Motion: Steve Tait      Seconded: Paul Gavin      Vote: 4-0-0.**

Butch said that it gives us a good base line.

### **EA/FEIR/DRI PHASE IV Update**

Mike Garrity who was ill sent Butch some information. Butch did print a couple of things from an e-mail that he got from Mike. The architects for the terminal will boil down to three alternatives. We have determined that we are not going to be ready for the Cape Cod Commission (CCC) by the current deadline and will ask the CCC if we can postpone the plan until the terminal building is finalized. Butch

said that you have to nail down everything because once it's approved there are no changes.

### **Taxiway A – Partial Reconstruction Project Update**

Lawrence Lynch of Falmouth got the bid. There were a couple of contractors who had never worked on airports before who submitted bids but we felt lucky that the Lynch group from Falmouth bid since they have done most of the work in the past at the Airport. The whole project will cost \$755K; the cost for construction is \$558K. On paper we will start right after Labor Day but from Sept 14<sup>th</sup> thru Sept 16<sup>th</sup> the airport will be tied up. We'll have to push the tentative start of construction until the 18<sup>th</sup>. There will be limited tie-downs and parking.

### **LEO Contract Funding Update**

They'll only fund up to \$59K for the year. Jeff Jaran is working on creative funding to fulfill the commitments and Steve, too, had ideas on flexible funding.

The LEO coverage is driven by the Cape Air schedule. Butch said that hiring a private security firm won't work since they have to have sworn arrest powers. You can get firms that can do that but it costs a lot of money. Butch doesn't know what the new contract will bring in October 2012. There are caveats that say – "TSA will only reimburse you if they are funded."

Paul Gavin believes that every ticket should have a part that reimburses the Town for the security if we have to pick it up. Butch will find out if Passenger Facilities Charges (PFC's) can be used for LEO Reimbursements.

Cape Air will be concerned about adding any cost to their ticket prices.

### **TSA Trailer Lease Renewal Update**

Butch said that - after all of the negotiations - we owe TSA \$604 because they overpaid us. Butch said that we'll just eat up the overage with the monthly electricity bills. It means 2 or 3 months and then we'll be even.

Paul Gavin would like to just plain send them the monthly bill.

### **NEW BUSINESS**

There was none.

**OTHER BUSINESS**

The sign again! Butch is receiving a pitch to do a whole new sign and will be receiving an estimate for it. We'll have the bottom sign replaced but we'll wait & see what the estimate is like.

**June meeting???????????**

The Commissioners will peruse their availability and then set a date for June at which hopefully the architect will be able to attend.

**PAYMENT VOUCHERS**

<b>Trask Petroleum</b>	<b>fuel farm maint.</b>	<b>\$1,040.00</b>
<b>URS Corporation</b>	<b>cost estimate</b>	<b>\$1,900.00</b>
<b>JACOBS</b>	<b>invoice #3 – phase 4</b>	<b>\$65,000.00</b>

**The above three invoices were fully approved by the 4 Commissioners with a vote of 4-0-0.**

The meeting adjourned at 5:00 p.m.

Respectfully submitted,  
*Evelyn Gaudiano*  
Evelyn Rogers Gaudiano

APPROVED: JUN 22, 2012