

NANTUCKET MEMORIAL AIRPORT EMPLOYMENT AGREEMENT FOR AIRPORT MANAGER

This Agreement is effective as of the 11 day of February, 2025 by and between the Nantucket Memorial Airport Commission (hereinafter "Commission"), with offices at the Nantucket Memorial Airport (hereinafter "Airport"), 14 Airport Road, Nantucket, MA 02554, and Warren Smith (hereinafter "Smith"), with a mailing address of [REDACTED]
[REDACTED]

WHEREAS, G.L. c. 90, § 51E directs the Commission to exercise the custody, care and management of the Airport, and authorizes the appointment of an Airport Manager ("Manager"); and,

WHEREAS, pursuant to G.L. c. 90, § 51E, the Manager shall be responsible to the Commission for the proper maintenance and operation of the Airport; and

WHEREAS the Commission wishes to employ Smith as Manager; and,

WHEREAS, Smith wishes to be employed as Manager;

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

ARTICLE 1. EMPLOYMENT

1.1 Effective March 3, 2025 (the "Commencement Date"), the Commission will employ Smith as the Manager, and Smith will perform the duties and services for the Commission as described in Article 2.

1.2 Smith will devote his best efforts and full professional time and energy to the performance of his duties and responsibilities to the Commission and to advancing the interests of the Commission from that position.

1.3 Smith agrees that during the period of employment described in Article 3, Smith will fully comply with all requirements imposed by the Massachusetts Conflict of Interest Law, G.L. c. 268A, and without limitation will not, directly or indirectly, whether as an agent, employee, officer, director, independent contractor or otherwise, render advisory or other services to, or make any financial investment in, any person, partnership, corporation or other business entity which does business with the Commission or on the Airport. Further, Smith shall not accept other employment which, directly or indirectly, could interfere with his duties as Manager, except to the extent that he has made written disclosure of such proposed employment to the Commission and has received approval therefore by the Commission.

1.4 SERVICES and RESIDENCY

1.5 Smith will perform the duties associated with the position of Manager including, without limitation, the duties and responsibilities set forth in Exhibit A

attached hereto; and such other duties as may be reasonably assigned to him by the Commission.

1.6 Smith shall report to and be responsible to the Commission and shall act by and for the Commission in any matter which it may assign to him relating to the administration of the Airport.

1.7 The Commission Chairman, with input from the other Commission members and from such other members of the staff of the Airport and the Town as he/she deems appropriate, shall prepare prior to the first anniversary of the Commencement Date and every July 1 of each year of the term thereafter, a written evaluation of Smith's job performance and a set of specific performance objectives and goals for Smith for the succeeding twelve (12) months. In the year when the current term of the contract is due to expire, as set forth in Article 3 hereof, such performance review shall be completed no later than 100 days prior to the end of the term of the Agreement. The completed performance review shall be discussed in an open meeting of the Commission.

1.8 To assure his availability in the event of emergency at the Airport, Smith shall reside in premises located in the Town of Nantucket at all times when employed pursuant to this Agreement.

ARTICLE 2. TERM

2.1 The term of this Agreement shall be for three years, commencing on the Commencement Date and ending on the date three years therefrom. Thereafter, this Agreement shall be renewed automatically as of the ending date for successive one-year terms, unless the Commission gives ninety (90) days written notice to Smith that it does not wish to extend this Agreement beyond the end of the then current term, or that it wants to materially change any part of this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.

2.2 Should Smith voluntarily resign his employment prior to expiration of the current term or any additional term, his notice of resignation shall be tendered to the Commission no less than sixty (60) days prior to his departure date.

2.3 All provisions of the NMA Administrative Personnel Manual and other Commission-adopted policies (hereinafter referred to as "Policies") shall apply to Smith except as expressly modified by this Agreement.

ARTICLE 3. PAYMENTS

3.1 For the period March 3, 2025 through June 30, 2026, and subject to a satisfactory performance evaluation, the Commission shall pay Smith at the rate of \$185,000.00 annually.

3.2 If warranted by Smith's job performance as determined under Article 2.3, the Commission may but is not obligated to authorize an increase in annual salary or a one-time bonus payable to Smith.

3.3 Smith's salary shall be payable at such intervals as is customary for the Airport's employees, subject to applicable deductions for withholding taxes and other required and voluntary payments in conformity with the normal payroll practices of the Airport.

3.4 Smith shall be entitled to reimbursement by the Airport for ordinary and necessary out-of-pocket business expenses incurred by him in performance of the above services and in acting for the Airport during the term of this Agreement when receipts are presented to the Commission and approved by the Chair of the Commission. These out-of-pocket expenses are expected to include, without limitation, the following: transportation and subsistence when off-island for Airport purposes, printing and reproduction, and supplies to be used for Airport purposes.

3.5 Smith shall be entitled to reimbursement for attendance at airport trade conferences and such other meetings, conferences and memberships related to the performance of his duties and responsibilities, without loss of vacation or other leave, provided, however, that, as required by law, he shall first obtain the permission of the Commission in order to be eligible for reimbursement for out-of-state travel and subsistence expenses.

3.6 Smith shall be entitled to reimbursement by the Airport for reasonable education expenses incurred by Smith for the satisfactory completion of courses related to Smith's job responsibilities, provided Smith receives a passing grade or better for graded courses. However, to be eligible for reimbursement, courses must be pre-approved by the Commission and his expense statements must be approved in writing by the Chair of the Commission. Course-related expenses are expected to include tuition, data communication, and those enumerated in Section 4.4.

3.7 The Commission agrees to budget and pay for reasonable membership fees, dues and subscriptions in professional organizations related to the professional growth, development, education, and training of Smith.

3.8 Smith agrees that any expenditures for transportation, lodging and meals he may incur travelling on the Airport's business pursuant to sections 4.4, 4.5, 4.6 and 4.7 shall not exceed the guidelines established and in effect from time to time for employees at the Airport.

ARTICLE 4. FRINGE BENEFITS

4.1 During the period of this Agreement, the Commission shall provide Smith with the option to participate in any medical, dental, life and disability insurance and retirement programs generally available to Airport employees, as they now exist or may hereafter be amended or changed, or which may in the future become available, the costs of which shall be borne by the Airport and/or Smith, in accordance with the standard practice in effect for Airport employees.

4.2 Smith shall be entitled to fifteen (15) working days of vacation during each calendar year of employment, ending December 31st of each year. Such vacation days shall be taken all at once or as separate days at the discretion of Smith, but in a manner compatible with the work schedule of Smith and the business needs of the

Airport. Up to ten days of vacation time may be carried over to the following year beginning January 1st with the written approval of the Chair of the Commission.

4.3 Smith shall be entitled to all sick, bereavement, personal, holiday time and other benefits enumerated in the NMA Administrative Personnel Manual.

4.4 Smith shall be assigned an Airport vehicle with two-way radio to facilitate his availability in the event of Airport emergencies, as well as an Airport-supplied cellular telephone for his use.

4.5 The Commission shall, at Smith's option, arrange for housing for Smith and his family in property to be owned or leased by the Airport, subject to the terms of a commercially reasonable lease, sublease or license therefor. Smith shall contribute \$2,500 per month and the costs of utilities for such housing. If the lease, sublease, or license is for more than \$2,500 per month, the Commission shall contribute the difference. In addition, the Commission shall reimburse Smith up to \$10,000 for documented moving expenses to relocate to the Town of Nantucket.

ARTICLE 5. TERMINATION AND SEVERANCE

5.1 The Commission reserves the right to terminate Smith's employment for cause at any time during the term of this Agreement. If Smith's employment is terminated for cause, he shall not be entitled to any severance payment. "Cause" shall mean: Smith's refusal to perform, or willful or gross neglect of, the duties set forth in Attachment A, conviction of any felony, or a misdemeanor reflecting moral turpitude or adversely affecting the Commission; receipt of a rating of less than satisfactory on Smith's annual performance evaluation for two consecutive years; or willful, material violation of any Commission Policy.

5.2 The Commission reserves the right to terminate Smith without cause at any time. If Smith is terminated without cause by the Commission, he shall be entitled to receive a severance payment of three months' salary at his then-current rate of pay.

5.3 If not previously terminated, this Agreement shall terminate upon the death of Smith and no severance payment will be paid pursuant to this Article 6.

5.4 At the conclusion of his employment, Smith shall promptly return to the Commission all Commission property in his possession, including without limitation any vehicle, communications equipment, computers, laptops or the like, Airport access media, or confidential or security-sensitive information.

ARTICLE 6. GENERAL PROVISIONS

6.1 No party may assign, transfer or otherwise dispose of this Agreement or any of its/his rights hereunder or otherwise delegate any of the duties hereunder without the prior written consent of the other party, and such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

7.2 Except as otherwise expressly provided in this Agreement, any decision or action by the Commission relating to this Agreement, or its operation or its termination, shall be made by the Commission.

7.3 This Agreement, together with Exhibit A, includes the entire Agreement between the Commission and Smith and may be amended only in a written instrument signed by the Commission and Smith. Any notices required or allowed shall be to the party's addresses above (or last known residential address) by certified mail, return receipt requested, with a copy sent by email to the Commission Chair.

7.4 If any provisions or any portion thereof contained in this Agreement are held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement, or portions thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

7.5 No waiver of any provision hereof shall be effective unless made in writing. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

7.6 This Agreement is governed by the laws of Massachusetts. The Article headings included in each Article are for reference only and do not affect the meaning of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of February 2025.

By: Warren Smith
Warren Smith

Airport Commission:

By: Arthur Gasbarro 2/11/15
Arthur Gasbarro, Chair

By: [Signature] 2-11-25

By: Emily Chauson 2/11/25

By: _____

By: _____

Attachment A — Manager Duties

1. To perform the accepted role as Manager and Executive Officer of the Nantucket Memorial Airport ("Airport").
2. To manage, maintain and operate the Airport safely, securely and efficiently, and to perform such other duties as may be reasonably assigned to him by the Commission.
3. To be available and on-call on a 24 hour a day basis.
4. To ensure that the Airport complies with applicable federal, state and town laws and regulations, including without limitation all federal Part 139 requirements for commercial airline service and requirements imposed by the Transportation Security Administration ("TSA") for airport security.
5. To maintain records necessary to comply with the above-referenced laws and regulations and required financial audits.
6. To ensure that the Airport's policies, rules and regulations, and minimum standards are fairly enforced.
7. To employ and manage the personnel necessary to operate, maintain and manage the Airport, including but not limited to emergency services personnel, and to ensure that all personnel are adequately trained and have the required certifications.
8. To maintain and monitor the rates and charges for the Airport, and to establish fiscally sound capital and operating budgets.
9. To manage effectively the Airport's capital program, including the pursuit of federal and state grant funds and oversight of compliance with applicable grants and grant assurances.
10. To communicate regularly and appropriately with the Commission and the Commission Chair, and, as needed, with appropriate officials of the Town of Nantucket.
11. To establish cooperative working relationships with representatives of the Federal Aviation Administration ("FAA"), the TSA, and the Massachusetts Department of Transportation, Aeronautics Division ("MassDOT")