**MANAGER’S AGREEMENT**

THIS AGREEMENT, made and executed this day of , 20 , by and between Montague Airport Commission**,** hereinafter called “Owner”, and Bryan Camden, hereinafter called “Manager”,

**WITNESSETH:**

WHEREAS, “Owner” is a municipal corporation operating and controlling the Turners Falls Municipal Airport; and

WHEREAS, Bryan Camden is experienced in aeronautical matters and the administration of airports; and

WHEREAS, it is in the best interest of the Authority to have a qualified individual act as Airport Manager of Turners Falls Municipal Airport;

IT IS, THEREFORE, AGREED by and between the parties hereto as follows:

1. That Manager is hereby appointed by the Authority as Airport Manager of Turners Falls Municipal Airport, for a period commencing 07/01/2022 and expiring 07/01/2023, unless sooner terminated by action of the parties as hereinafter provided.
2. That the Manager shall receive compensation based on an “hours worked” schedule per month for his/her services rendered and to be rendered as such Airport Manager.
3. That the Manager is hereby given full power and authority by the “Owner” to supervise and oversee any and all aeronautical activities at said Airport, including both flight and ground activities, for the purpose of enforcing the rules and regulations pertaining thereto now or hereafter adopted by the Authority, state of Massachusetts, or the United States of America.
4. It is understood and agreed to by the parties that this Agreement hereby authorizes the Manager to take any and all actions necessary to protect the property of the “Owner” and that he/she is authorized to enlist the aid of local law enforcement authorities, the Federal Aviation Administration, and the Massachusetts Department of Transportation, Division of Aeronautics if he/she deems such action to be necessary.
5. It is understood that the Manager shall have the right to close the airport to air traffic if he/she deems that an emergency exists which makes such action necessary and that under such circumstances he will properly mark the facility giving prescribed warning to aircraft in flight of the closed condition, and shall notify the appropriate Federal Aviation Administration agency in a timely manner to issue the proper directive.
6. The Manager shall make periodic inspections of all airport property and premises including those leased to tenants to insure that the tenants are adhering to the terms of leases and requirements of insurance carriers of the “Owner”. Any violations found shall be reported to the “Owner” immediately and the Manager shall take such corrective action as the Chairman shall direct.
7. The Manager shall regularly inspect all hard-surface and turf runways, taxiways, and ramp areas with reference to matters affecting safety of operations including the need for repair and maintenance thereof.
8. The Manager shall perform regular checks for damage to, and perform or supervise repairs or maintenance of all runway, taxiway and ramp lighting, the rotating beacon, approach lights, wind indicator lights and obstruction lights.
9. The Manager shall regularly check and inspect all runway approach and transition slopes to ascertain that they are free of obstructions and shall ensure that there is no presence of litter, refuse, or surplus airport parts on the airport. Should any violation be discovered, they should be reported to the “Owner” immediately.
10. The Manager shall perform regular inspections and correct deficiencies of first aid equipment, fire extinguishers, crash or fire equipment, including training procedures. Simulated emergencies should be initiated for the training of personnel, together with safety hazard training conducted for all employees.
11. The Manager shall regularly check and correct deficiencies of all fuel dispensing equipment, including fueling vehicles, fuel farms, storage tank filters, fuel pumps, etc., to determine that a proper level of safety exists, including availability of serviceable fire extinguishers, general condition of equipment, proper grounding, and conditions conductive to fuel contamination elimination.
12. The use or possession of illegal drugs, alcohol, or controlled substances as defined by the Massachusetts General Laws is prohibited at all times.
13. The Manager shall carefully check and provide copies of records of the sale of fuel and lubricants to the Airport Commission and shall insure that the “Owner” receives its proper rental, tie down, and all other fees. (If not part of an FBO contract)
14. The Manager is to conduct all airport mowing and, to the extent equipment is provided, perform snow plowing operations to insure that they are carried out in a timely and expeditious fashion. If snow removal equipment is not available, the Manager shall supervise all snow plowing operations.
15. The Manager shall provide safekeeping of all “Owner” owned equipment and is authorized to direct the routine maintenance of equipment owned by the “Owner” and to make recommendations to the “Owner” for the replacement or addition of equipment.
16. The Manager shall perform minor maintenance and repairs or shall direct all routine airport maintenance including repair of plumbing, sewers, electrical circuits, fencing, buildings, lighting, heating systems, etc., and the Manager may authorize such repairs without further “Owner” approval if the cost thereof is less than $2,000.00, providing funds for such repairs are within the budget established for such maintenance. If the cost of such maintenance is estimated to be greater than $2,000.00, or is beyond the normal budget established for maintenance, the Manager shall contact the “Owner” before proceeding with the work.
17. The Manager is authorized to take whatever emergency action he/she deems advisable when an emergency situation arises, but he/she shall notify the “Owner” as expeditiously as possible. It is understood that the Manager shall take such emergency action when management' judgment in the property or the legal position of the “Owner” is being threatened.
18. The Manager hereby accepts the foregoing appointment and agrees to perform the required services in a prudent and businesslike manner and upon default in any of the terms of this Agreement, it may be terminated by the “Owner” by giving forty-five (45) days written notice. Any decision as to whether the Manager has defaulted under the terms of this contract shall rest solely with the “Owner”.
19. Pursuant to Title VI of the Civil Rights Act of 1964 and by Part 21 of the regulations of the Office of Secretary of Transportation, the parties do hereby agree that neither the “Owner” nor the Manager in the occupation of usage of the property concerned in the aforesaid Agreement shall in any way on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited to said Part 21; that the parties will include, or require the inclusion, in every agreement or concession pursuant to which any person operates or has the right to operate any facility herein concerned providing services to the public, the foregoing covenant as an obligation assumed by that person, together with the provisions granting the parties the right to take such action as the government may direct to enforce that covenant.
20. The Manager is authorized to utilize the airport operations vehicle for the purpose of commuting to and from said residents, with the following stipulations that said vehicle is readily available for airport usage on a daily basis and is made ready at all times for emergency use. It is expected that said residents will be located within 40 miles of the Turners Falls Municipal Airport, or withing the 30 minute emergency response area. In addition, the Manager shall be entitled to said vehicle for personal use, with the stipulation that all use is limited to 50 miles of the Turners Falls Municipal Airport, unless approved by the Montague Airport Commission first.
21. The Manager is to receive the following stipends / benefits in accordance to Airport Commission voting in favor of each on an annual basis. 1) Clothing / Uniforms- The Manager is entitled to either $600 annually for clothing reimbursement OR uniform services including pants, shirts, and light jackets not to exceed $2,000 annually. 2) The Manager is entitled to a “Town of Montague” cell phone stipend totaling $5.77 per week, or $300 annually. 3) The Manager will receive reimbursement for professional development, licensing, and certifications directly related to the operation of the airport not to exceed $750 annually.
22. The Manager is required to provide verbal and written notice to the Town of Montague, Montague Airport Commission, and Town Administration in the event that the Manager is to pursue another job opportunity at least 60 days prior to said departure from the Turners Falls Municipal Airport. Failure to do so may be considered a violation of this agreement.
23. The Manager will from time to time provide community oriented good faith efforts that will show the Turners Falls Municipal Airport in a positive perspective. Such efforts may include but are not limited to donations of goods, services, and or labor. Providing assistance with local and state events to promote aviation and the future of aviation. Any monetary donations must be approved by the Montague Airport Commission prior to commitment by the Airport Manager.
24. The Manager will receive benefits that include the following items. Healthcare, Dental, and Vision offering provided by the Town of Montague. Retirement will also be provided by the Town of Montague. Vacation, Personal, and Sick leave will be in accordance to what is offered and provide to other department heads that are employed by the Town of Montague.
25. The Manager is expected to work in some situations and emergencies including nights, weekends, and holidays (as defined by the Town of Montague) without additional compensation, as these fall under the duties of a department head. Additional compensation will be reviewed on a case by case scenario and awarded if first approved by the Montague Airport Commission.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their names and their respective seals to be hereunto affixed, all as of the day and year first above written.

OFFERED BY: MONTAGUE AIRPORT COMMISSION MEMBERS

OFFERED TO: Bryan Camden, Airport Manager, TFMA

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BRYAN CAMDEN, AIRPORT MANAGER

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Commission Chair

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Commission Vice Chair

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Commission Member

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Commission Member

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Commission Member