

NANTUCKET MEMORIAL AIRPORT COMMISSION

September 24, 2013

AGENDA

1. Review and Approve:
 - a. Agenda
 - b. 8/27/13 Minutes - *Pending*
 - c. 9/10/13 Minutes
 - d. Ratify 9/18/13 Warrant
2. Public Comment
3. Pending Leases/Contracts as Set Forth on Exhibit 1, Which Exhibit is Herein Incorporated by Reference
4. Pending Matters
 - a. **120412-3** Existing Bunker Lease Review
 - b. **021213-2** Supplemental Agreement to the Other Transactional Agreement (OTA) – ATCT
 - c. **061113-1** Bunker Area Environmental Permit Review
 - d. **062513-3** Noise Abatement
 - e. **070913-1** TON Memorandum of Understanding (MOU) Update
 - f. **081313-5** MOU with SDO/OSD re Disadvantaged Business Enterprise (DBE) Program
5. GA/Administration Building Project Update
6. Finance
7. **022613-2** Master Plan & Sustainability Program Update
8. **062513-1** Re-Align and Widen Taxiway (Delta) Connector Update
9. Manager's Report
 - a. Other Project Updates
 - b. RFP/Bid Status
 - c. Operations Update
 - d. Statistics
10. Sub-Committee Reports
11. Commissioner's Comments
12. Public Comment
13. Executive Session – G.L. c.30A, §21(a)
 - a. Clause 3 and 6: To consider the purchase, exchange, lease or value of real property and to discuss pending litigation to *Gatto v. Town*. The Chair has determined that an open session may have a detrimental effect on the negotiating and/or litigation position of the Airport Commission, and
 - b. Clause 3: To discuss strategy with respect to threatened litigation with respect to the completion of the GA Building. The Chair has determined that an open session may have a detrimental effect on the litigation position of the Airport Commission.

Public Safety Facility
1st Floor Meeting Room
4 Fairgrounds Road
5:00 PM

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

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



Commissioners
Daniel W. Drake, Chairman
Arthur D. Gasbarro, Vice Chair
David C. Gray, Sr.
Andrea N. Planzer
Jeannette D. Topham

DRAFT

AIRPORT COMMISSION MEETING
September 10, 2013

The meeting was called to order at 5:00 PM by Chairman Daniel W. Drake with the following Commissioners present, Vice Chair Arthur D. Gasbarro, David C. Gray, Sr., Andrea N. Planzer and Jeanette D. Topham.

The meeting took place in the 1st Floor meeting room at the Public Safety Facility, 4 Fairgrounds Rd.

Airport employees present were Thomas M. Rafter, Airport Manager, Noah Karberg, Environmental Coordinator and Janine Torres, Office Manager.

Mr. Drake announced the meeting was being recorded.

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

Mr. Gasbarro made a **Motion** to approve the 8/13/13 minutes. **Second** by Mr. Gray and **Passed** Unanimously.

Mr. Gasbarro made a **Motion** to approve the 8/15/13 Minutes. **Second** by Mr. Gray and **Passed** Unanimously.

Mr. Gasbarro made a **Motion** to approve the 8/15/13 Minutes. **Second** by Mr. Gray and **Passed** Unanimously.

Mr. Gasbarro made a **Motion** to approve the 7/9/13 Executive Session Minutes. **Second** by Ms. Topham and **Passed** Unanimously.

Mr. Gray made a **Motion** to ratify the 9/4/13 Warrant. **Second** by Mr. Gasbarro and **Passed** Unanimously.

Public Comment

None.

Pending Leases and Contracts

Mr. Rafter presented one (1) Lease for approval:

- **United Parcel Service** – A five year Lease located at 143 Old South Road for \$38,446.80 annually with annual CPI increases and an Annual Business Fee, effective September 1, 2013.

After brief discussion, Mr. Gasbarro made a **Motion** to approve the 5 year Lease to United Parcel Service as presented. **Second** by Mr. Gray and **Passed** Unanimously.

Pending Matters

120412-3 Existing Bunker Lease Review

- Mr. Rafter reported the Amendment to the Atlantic Aeolus Lease has been sent to the tenant and we are waiting for their response.
- Harbor Fuel Oil Corporation seeks permission to allow boat storage on their most recent lease parcel on Bunker Road.

Brief discussion took place on the specifics of the Harbor Fuel request. Having no major concerns, Ms. Topham made a **Motion** to approve the request by Harbor Fuel subject to Mr. Rafter agreeing to the details with Harbor Fuel with any limitations he deemed appropriate. **Second** by Ms. Planzer and **Passed** Unanimously.

The Commission directed Mr. Rafter to thank Harbor Fuel for following procedure by seeking permission first.

021213-2 Supplemental Agreement to the Other Transactional Agreement (OTA) – ATCT

Mr. Rafter reported the FAA is preparing plans and specifications for the required work. The Airport will be responsible for issuing the procurement. Mr. Rafter also reported working with the Finance Department on determining the fund balance to compare to what the FAA believes to be the fund balance. The FAA has indicated they may have another source of funding for new equipment.

Discussion moved to the need for Special Town Meeting authorization. Mr. Rafter indicated authorization up to \$4M already exists from ATM2008, Article 13. Mr. Drake noted the need to verify the fund balance compared to estimated project cost, and whether the funds for the equipment need to be paid up front by the Airport as well.

Mr. Rafter added the FAA should be providing an update on the project within a few weeks.

061113-1 Bunker Area Environmental Permit Review – Mr. Rafter indicated the permit application has been prepared and is currently under review prior to submittal to Natural Heritage.

062513-3 Noise Abatement – Mr. Rafter noted the August Noise Complaint Summary was provided in the packet and efforts will be made to improve categorization.

070913-1 Memorandum of Understanding (MOU) with TON Update – Mr. Rafter reported still working on drafting new document.

081313-5 MOU with SDO/OSD re DBE Program – Mr. Rafter reported working with MassDOT on this.

GA/Administration Building Project Update

Project Cost Review – Mr. Rafter reported on the limited progress made: second floor interior is almost complete, second floor decking is complete, the elevator is installed and its inspection is scheduled. Contractor has been notified the asphalt laid in the rear of the building is unacceptable as a final lift. A second layer is planned to rectify.

Mr. Drake asked about the temporary shed. Mr. Rafter responded the Contractor was instructed to work on a time and material basis to move the remaining circuits after which we will move the shed. In addition to the shed, the office trailers have to be relocated in order for the completion of the site work.

Mr. Gasbarro commented on the timeliness of receiving the Owners Project Manager's monthly reports noting receiving the June and July reports on September 10th.

Finance

080813-3 STM Discussion – PAPI/REILS - Mr. Rafter reported receiving a response from the Finance Department that indicates a STM article will not be needed in order to proceed with the FAA's request to front the cost of replacing the VASI system with PAPI/REILS on Runway 6. Mr. Rafter will verify his interpretation of the response received.

Mr. Rafter noted the Airport is scheduled to give their quarterly presentation to the Board of Selectman on October 23rd and should have the report to the Commission on October 22nd.

022613-2 Master Plan and Sustainability Program Update – Mr. Rafter reported a press release will be issued as a follow up to the Open House. Jacobs has been performing traffic counts on the roadways, has drafted a tri-fold brochure on noise abatement, has conducted some aerial imaging for GIS mapping and are finalizing their sub-consultant contracts.

When asked, Mr. Rafter will obtain an update on the formation and meeting date of the advisory committee. Mr. Gasbarro volunteered to represent the Commission on the advisory committee.

062513-1 Re-Align and Widen Taxiway (Delta) Connector Update – Mr. Rafter reported the pre-construction meeting was held on September 9th. Construction begins September 16th and is expected to be completed within 30 days. It will require closing most of Taxiway Echo for approximately 1 week as well as the runway intersection for the re-striping of Runway 15/33 edge lines.

Mr. Rafter also reported Mr. Karberg has identified the plants that are required to be relocated during the project.

Manager's Report

Projects Update

Mr. Rafter reported:

- Passenger Facility Charge (PFC): have been providing additional information as requested by the Consultant.
- FAA is hosting a pre-construction meeting phone call on September 12th for the RW 6 PAPI/REILS project which will be done in conjunction with the Taxiway Delta project for logistic purposes.

RFP/Bid Status

- The 1st draft of the engineering RFQ is completed and under internal review.
- The RFP for fuel supply is 90% complete.
- Mr. Rafter noted the required Town approval of all procurement is hindered with the Chief Procurement Officer's position vacancy. Diane O'Neil has accepted a job with the school and is only performing CPO duties on a part-time basis. Mr. Rafter added this is a concern with three major procurements needed for the Airport.

Operations Update

- Capital Improvement Plan meeting with the FAA is scheduled for October 10th in Hyannis for 10:00 AM

- A new employee, John Dugan, started this week as our Building & Systems Maintenance Technician who is replacing Chris Wilson.
- Three flights for Holiday's for Hero's took place today with another flight coming in on Friday with events planned through the weekend. Organizers have expressed their appreciation on waiving of the landing and parking fees.
- Six ARFF personnel attended hot fire training in New Hampshire last week. Two personnel are attending fuel supervisor training in Hyannis next week.
- Met with the Town's Emergency Management Coordinator, Dave Fronzuto, regarding use of "Ping 4 Alerts" I Phone/Android App. Will share information on this with Commission.
- Nantucket Flying Association is holding another BBQ on Saturday, September 14th from 11:00 – 2:00 at Hangar 4
- Jet A fuel sold YTD is down 1% in gallons. Fuel revenue is down but overall revenue is up. Mr. Rafter believes this is due in part to the realignment of the fee structure. Mr. Rafter will be working on a fuel incentive program to hopefully increase fuel sales.

Sub-Committee Reports

Mr. Gasbarro shared the Environmental Sub-Committee minutes from its August 22nd meeting.

Commissioner's Comments

Mr. Topham announced the next meeting of the TON Personnel Compensation Committee is scheduled for September 16th at 4:00 PM.

Mr. Gray asked if the asphalt re-habilitation being planned includes any portion of the GA Ramp. Mr. Rafter answered yes and will be working with the consultant on a phasing plan.

Mr. Drake expressed his concern over potential delays in the timing of advertising our three major procurements due to the vacancy of a Chief Procurement Officer. Mr. Drake intends to send the Town Manager a note expressing his concerns. Mr. Rafter noted the interview process has begun but the timing of hiring and training a replacement is unknown. Ms. O'Neil will be performing CPO duties one day a week noting this covers all Town Departments and the workload could be overwhelming. It was noted that Town Counsel can assist if needed.

The Commission asked Mr. Rafter to thank Chris Wilson for his service on their behalf.

Public Comment

None.

Motion by Ms. Topham to enter into executive session, not to return to open session for the purpose of reviewing executive session minutes of 8/28/12, 9/18/12, 12/4/12, 12/11/12, 2/26/13, 4/23/13 and 5/28/13 for possible release; and 8/27/13 for review and possible release; and to consider the purchase, exchange, lease or value of real property and to discuss pending litigation to Gatto v. Town. The Chair has determined that an open session may have a detrimental effect on the negotiating and/or litigation position of the Airport Commission; and to discuss strategy with respect to threatened litigation with respect to the completion of the GA Building. The Chair has determined that an open session may have a detrimental effect on the litigation position of the Airport Commission. **Second** by Ms. Planzer and **Passed** by the following roll-call vote:

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

Meeting adjourned at 5:36 PM.

Respectfully submitted,

Janine M. Torres, Recorder

Master List of Documents

September 10, 2013 Agenda including Exhibit 1

August 13, 2013 Draft Minutes

August 15, 2013 Draft Minutes

July 9, 2013 Executive Session Minutes

UPS Lease Commencing 9/1/13

August 2013 Noise Complaint Summary

Architectural Consulting Group Monthly Summary Ending June 30, 2013

Architectural Consulting Group Monthly Summary Ending July 31, 2013

Energy/Environmental Sub-Committee August 22, 2013 Minutes



EXHIBIT 1
PENDING LEASES/CONTRACTS/AGREEMENTS
September 24, 2013

Type of Agreement/Description	With	Amount	Other Information	Source of Funding
Lease	Wisentaner, Inc	(\$19,166)	Landscape Operations	Income
			20 Year w/ up to 2 - 5 Yr Options	
			Annual Business Fee/CPI Increases	
Lease	G J Smith, Inc	(\$46,000)	Landscape Operations/Storage Facility	Income
			5 Year w/ up to 5 - 5 Year Options	
			Annual Business Fee/CPI Increases	
Contract	Victor-Brandon Corp	\$95,080	Re-Align & Widen South Apron Taxiway Change Order No 1. (Runway 15/33 edge markings.) Covered under the FAA Grant	Capital Project

NANTUCKET MEMORIAL AIRPORT COMMISSION LEASE AGREEMENT

This **Lease Agreement** executed on the ___ day of _____, 20__ by and between the **Town of Nantucket** acting by and through the **NANTUCKET MEMORIAL AIRPORT COMMISSION**, an agency duly created by the Town of Nantucket, pursuant, to the powers contained in Massachusetts General Laws, Ch. 90, Sec. 51D, hereinafter called the "Landlord", and **Wisentaner, Inc.** hereinafter called the Tenant, and the Tenant hereby leases the Premises described below in accordance with the following terms and conditions.

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

ARTICLE ONE – Lease Data

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

Tenant: Wisentaner, Inc.
2 Greglen Ave, PMB #2
Nantucket, MA 02554

Premises: Approximately .5 Acre (\pm 21,780 Square Feet), Located at 74 Bunker Rd,
As described on Exhibit A, attached hereto

Permitted Use: Landscape Operations

Base Rent: \$19,166.40 Annually, or \$1,597.20 Monthly
As adjusted annually in accordance with Section 3.1

Additional Rent:

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

Amount in Lieu of Local Taxes - Determined annually

Bond: \$100,000

Commencement Date: September 15, 2013

Initial Term: 20 Years

Options to Extend: Up to two (2) – 5 Year renewal Options

Security Deposit: \$4,800.00

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

ARTICLE TWO - Premises

2.1 Premises. Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, the Premises, as described on Exhibit A attached hereto and incorporated herein, upon and subject to the terms of this Lease.

2.2 Obligations of Tenant. The Tenant shall be solely responsible for obtaining all permits, licenses and approvals required by federal, state or local law applicable to the use of the Premises or the construction of any buildings and improvements on the Premises, and present a copy to the Airport office for the file. This Lease is contingent upon Tenant successfully obtaining all required permits, licenses and approvals for construction within 365 days of the date of execution this Lease. Tenant also agrees to have any construction completed within two years from the date of this Lease

2.3 Condition of Premises. The Premises are hereby leased in an "as is" condition, it being expressly understood and agreed that Landlord is not obligated to install services or facilities in the Premises beyond those now in place.

2.4 Additional Charges. Tenant will be responsible for bringing to the Premises and for making all connection to public utilities. All connection charges will be paid for by the Tenant.

ARTICLE THREE – Rent and Other Charges

3.1 Base Rent. Tenant shall pay to the Landlord, during the term hereof, the Base Rent set forth in Article One, above, such amount to be paid in twelve equal monthly installments, in advance on or before the first day of each month. Base Rent shall be increased, but not decreased, annually based on the change in the federal CPI-W rate as published by the United States Bureau of Labor Statistics, effective on the anniversary of the Commencement Date specified in Article One, above. Further, on each five year anniversary of the Commencement Date, the Base Rent shall be increased, but not decreased, based on the greater of (i) the change in the CPI-W, as described above and (ii) the fair market rental value of the Premises as of such date as determined by an a qualified independent real estate appraiser identified by the Landlord to which the Tenant has no reasonable objection.

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

- (i) an annual Business Fee in the amount set forth in Article One, above, as it may be adjusted from time to time by the Landlord for all tenants;
- (ii) a payment in lieu of local real estate and personal property taxes which would have been levied by the Town of Nantucket on the Premises and improvements constructed upon the Premises by Tenant for that tax year; and
- (iii) such other consideration as is specified by the Nantucket Memorial Airport's Fees and Charges that, as the same may be amended from time to time.

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

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

3.4 Bond. At least ninety (90) days prior to expiration of the Lease, if the then-current term has not been extended or otherwise renewed, the Tenant shall post a bond in an amount sufficient to assure the restoration of the Premises to its original condition, such amount to be the amount set forth in Article One, subject to such reasonable adjustment as the Landlord may determine.

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

ARTICLE FOUR – Term and Extensions

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

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

Except as the terms may not be relevant or applicable, and except as to any further options, all the terms and conditions of the Lease shall apply for the extended period, except that the Base Rent for the initial year of the extension period shall be the Base Rent for the final year of the then-current term, as adjusted as provided in Section 3.1, above, and be increased similarly thereafter.

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

ARTICLE FIVE - Rules and Regulations Governing the Airport

5.1 Acceptance of Airport Rules and Regulations. Tenant shall observe and obey all other rules and regulations promulgated by the Landlord and other appropriate local, state and federal entities having jurisdiction over the Nantucket Memorial Airport, including the Federal Aviation Administration (FAA) and the Massachusetts Aeronautics Commission. In addition to, and not to the exclusion of, all other applicable rules promulgated by the FAA, Tenant agrees to conduct its operations in compliance with the Federal Aviation Regulations, including all amendments hereafter made, embodied in 49 C.F.R. Part 107. Tenant further agrees to comply with all fire fighting and safety equipment requirements consistent with the nature of the premises to comply with local codes and fire regulations of the Town of Nantucket and will not take, or fail to take, any action that would adversely affect the insurability of the Premises or any other portion of the Airport.

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

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

(b) As a covenant running with the Premises that (i) no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (iii) that the Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended;

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

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

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

ARTICLE SIX – Use of Premises

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

ARTICLE SEVEN – Tenant Covenants and Restrictions

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

agrees to submit certificates evidencing such coverage to Landlord prior to the commencement of and during the continuance of such work.

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

Tenant shall procure all necessary permits before undertaking any work on the Premises, and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirements of insurers, employing new materials of prime quality and shall defend, hold harmless, exonerate and indemnify Landlord from all injury, loss or damage to any person or property occasioned by such work. Tenant improvements, alterations and repairs shall be done and materials and labor furnished at Tenant's expense, and the laborers and material men furnishing labor and materials to the Premises or any part thereof shall release Landlord and the Premises from any liability.

All structural improvements and additions made by Tenant shall be the exclusive property of the Landlord, and all nonstructural alterations and additions shall be the exclusive property of Tenant. Tenant may at any time, at its sole option, remove any such nonstructural alteration or addition and restore the Premises to the same conditions as prior to such alteration or addition, reasonable wear and tear and damage by fire or other casualty only excepted.

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

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

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

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

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

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

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

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

(i) furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(ii) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

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

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

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

7.6 Airport Construction and Development. Tenant recognizes that from time to time during the term of this Lease it may be necessary for Landlord to initiate and carry forward programs of construction, expansion, maintenance and repair, and that such construction, expansion, maintenance and repair or relocation to an equal or better location may temporarily inconvenience or temporarily interrupt Tenant in its operations at the Airport. Tenant agrees that no liability shall be attached to Landlord, its agents or employees by reason of such relocation, temporary inconvenience or temporary interruption, so long as Landlord has made reasonable efforts to mitigate the effect of such work on the Tenant, and Tenant waives any right or claim to damages or other consideration therefor, except for reasonable and proportionate rental abatement in the event the Premises may not be used during any such period of time, or, in the alternative, the cost of the relocating the Tenant to an alternative location.

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

ARTICLE EIGHT - Indemnity and Public Liability Insurance

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE NINE – Default and Landlord’s Remedies

9.1 Tenant's Default. If at any time subsequent to the date of this Lease any one or more of the following events (herein referred to as a "Default of Tenant") shall happen:

- (i) Tenant shall fail to pay the Base Rent, payment of Additional Rent or Percentage Rent when due and such failure shall continue for ten (10) days after written notice thereof ; or
- (ii) Tenant shall fail to pay charges hereunder when due and such failure shall continue for ten (10) days after notice to Tenant; or
- (iii) Tenant shall neglect or fail to perform or observe any other covenant herein contained on Tenant's part to be performed or observed and Tenant shall fail to remedy the same as soon as practicable and in any event within thirty (30) days after written notice to Tenant specifying such neglect or failure, or if such failure is of such a nature that Tenant cannot reasonably remedy the same within such thirty (30) day period, Tenant shall fail to commence promptly (and in any event within such thirty (30) day period) to remedy the same and to prosecute such remedy to completion with diligence and continuity; or
- (iv) Tenant's leasehold interest in the Premises shall be taken on execution or by other process of law directed against Tenant; or
- (v) Tenant shall make an assignment for the benefit of creditors or shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future Federal, State or other statute, law or regulation for the relief of debtors, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any part of its properties, or shall admit in writing its inability to pay its debts generally as they become due; or
- (vi) A petition shall be filed against Tenant in bankruptcy or under any other law seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future Federal, State or other statute, law or regulation and shall remain undismissed or unstayed for an aggregate of sixty (60) days (whether or not consecutive), or if any debtor in possession (whether or not Tenant) trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Premises shall be appointed without the consent or acquiescence of Tenant and such appointment shall remain unvacated or unstayed for an aggregate of ninety (90) days (whether or not consecutive); or

(vii) If a Default of Tenant of the kind set forth in clauses (i) and (ii) above shall occur and Tenant shall cure such Default within the applicable grace period and an event which would constitute a similar Default after the applicable grace period shall occur more than twice within the next 365 days, whether or not such similar Default is cured within the applicable grace period; then, in any such case, Landlord may terminate this Lease by notice to Tenant along with written notice to Tenant specifying a date not less than five (5) days after the giving of such notice on which this Lease shall terminate and this Lease shall come to an end on the date specified therein as fully and completely as if such date were the date herein originally fixed for the expiration of the Term of this Lease (Tenant hereby waiving any rights of redemption under Massachusetts General Laws c. 186 §11), and Tenant will then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided.

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

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

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

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

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

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

ARTICLE TEN – Tenant Obligation Upon Lease Termination

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

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

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

ARTICLE ELEVEN – Miscellaneous

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

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

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

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

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

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

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

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

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

NANTUCKET MEMORIAL AIRPORT
COMMISSION

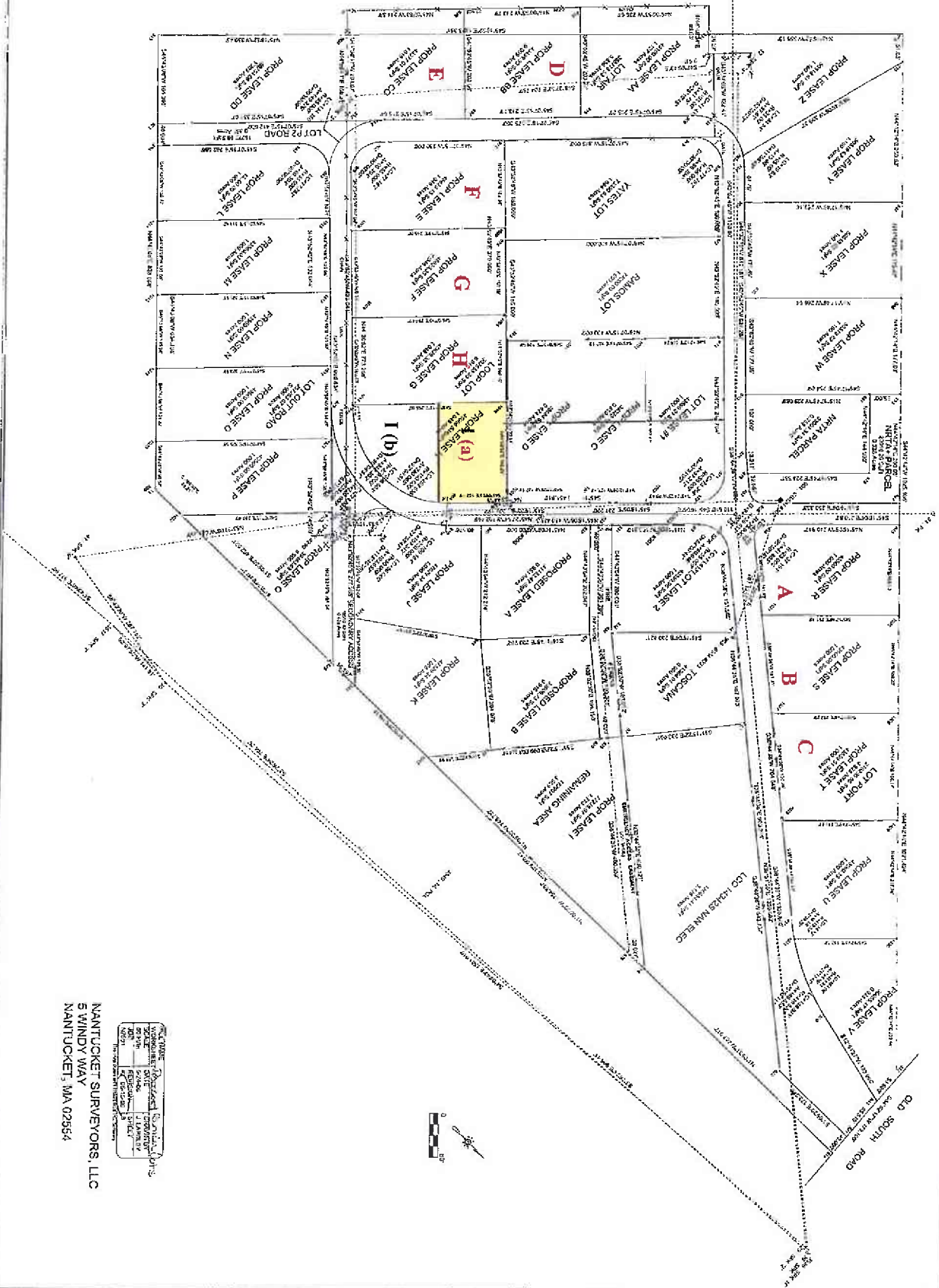
TENANT: WISETANER, INC.

By: _____

By:  _____

447766v2/NANTAIR/0001

Wisentaner, Inc.
Exhibit A



NANTUCKET SURVEYORS, LLC
5 WINDY WAY
NANTUCKET, MA 02554

DATE	BY	FOR
10/15/2014	WISENTANER, INC.	PROPOSED LEASE LOTS A-Z
10/15/2014	WISENTANER, INC.	PROPOSED LEASE LOTS A-Z
10/15/2014	WISENTANER, INC.	PROPOSED LEASE LOTS A-Z

**NANTUCKET MEMORIAL AIRPORT COMMISSION
LEASE AGREEMENT**

This **Lease Agreement** executed on the ____ day of _____, 20__ by and between the **Town of Nantucket** acting by and through the **NANTUCKET MEMORIAL AIRPORT COMMISSION**, an agency duly created by the Town of Nantucket, pursuant, to the powers contained in Massachusetts General Laws, Ch. 90, Sec. 51D, hereinafter called the "Landlord", and **G.J. Smith Inc.** hereinafter called the Tenant, and the Tenant hereby leases the Premises described below in accordance with the following terms and conditions.

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

ARTICLE ONE – Lease Data

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

Tenant: G.J. Smith Inc.
2 Greglen Ave, PMB #468
Nantucket, MA 02554
(508) 221-8334

Premises: Approximately 1.2 Acre (\pm 52,274 Square Feet)
As described on Exhibit A, attached hereto

Permitted Use: Landscape Business / Storage & Warehouse Facility

Base Rent: \$46,001.12 Annually, or \$3,833.43 Monthly
as adjusted annually in accordance with Section 3.1

Additional Rent:

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

Amount in Lieu of Local Taxes - Determined annually

Bond: \$100,000

Commencement Date: October 15, 2013

Initial Term: Five (5) Years

Options to Extend: No more than five (5) – 5 Year Options

Security Deposit: \$11,500.00

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

ARTICLE TWO - Premises

2.1 Premises. Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, the Premises, as described on Exhibit A attached hereto and incorporated herein, upon and subject to the terms of this Lease.

2.2 Obligations of Tenant. The Tenant shall be solely responsible for obtaining all permits, licenses and approvals required by federal, state or local law applicable to the use of the Premises or the construction of any buildings and improvements on the Premises, and present a copy to the Airport office for the file. This Lease is contingent upon Tenant successfully obtaining all required permits, licenses and approvals for construction within 120 days of the date of execution this Lease. Tenant also agrees to have any construction completed within one year from the date of this Lease

2.3 Condition of Premises. The Premises are hereby leased in an "as is" condition, it being expressly understood and agreed that Landlord is not obligated to install services or facilities in the Premises beyond those now in place.

2.4 Additional Charges. Tenant will be responsible for bringing to the Premises and for making all connection to public utilities. All connection charges will be paid for by the Tenant.

ARTICLE THREE – Rent and Other Charges

3.1 Base Rent. Tenant shall pay to the Landlord, during the term hereof, the Base Rent set forth in Article One, above, such amount to be paid in twelve equal monthly installments, in advance on or before the first day of each month. Base Rent shall be increased, but not decreased, annually based on the change in the federal CPI-W rate as published by the United States Bureau of Labor Statistics, effective on the anniversary of the Commencement Date specified in Article One, above. Further, on each five year anniversary of the Commencement Date, the Base Rent shall be increased, but not decreased, based on the greater of (i) the change in the CPI-W, as described above and (ii) the fair market rental value of the Premises as of such date as determined by an a qualified independent real estate appraiser identified by the Landlord to which the Tenant has no reasonable objection.

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

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

(ii) a payment in lieu of local real estate and personal property taxes which would have been levied by the Town of Nantucket on the Premises and improvements constructed upon the Premises by Tenant for that tax year; and

(iii) such other consideration as is specified by the Nantucket Memorial Airport's Fees and Charges that, as the same may be amended from time to time.

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

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

3.4 Bond. At least ninety (90) days prior to expiration of the Lease, if the then-current term has not been extended or otherwise renewed, the Tenant shall post a bond in an amount sufficient to assure the restoration of the Premises to its original condition, such amount to be the amount set forth in Article One, subject to such reasonable adjustment as the Landlord may determine.

3.5 Late Payment Fee. Any amount due from Tenant to Landlord under this Article Three or otherwise due under this Lease that is not paid when due shall bear and accrue interest at the rate of one and one-half percent (1.5%) per month from the due date until receipt of payment. Any partial payments received on said indebtedness shall be applied first to interest, and then to principal.

ARTICLE FOUR – Term and Extensions

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

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

Except as the terms may not be relevant or applicable, and except as to any further options, all the terms and conditions of the Lease shall apply for the extended period, except that the Base Rent for the initial year of the extension period shall be the Base Rent for the final year of the then-current term, as adjusted as provided in Section 3.1, above, and be increased similarly thereafter.

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

ARTICLE FIVE - Rules and Regulations Governing the Airport

5.1 Acceptance of Airport Rules and Regulations. Tenant shall observe and obey all other rules and regulations promulgated by the Landlord and other appropriate local, state and federal entities having jurisdiction over the Nantucket Memorial Airport, including the Federal Aviation Administration (FAA) and the Massachusetts Aeronautics Commission. In addition to, and not to the exclusion of, all other applicable rules promulgated by the FAA, Tenant agrees to conduct its operations in compliance with the Federal Aviation Regulations, including all amendments hereafter made, embodied in 49 C.F.R. Part 107. Tenant further agrees to comply with all fire fighting and safety equipment requirements consistent with the nature of the premises to

comply with local codes and fire regulations of the Town of Nantucket and will not take, or fail to take, any action that would adversely affect the insurability of the Premises or any other portion of the Airport.

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

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

(b) As a covenant running with the Premises that (i) no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (iii) that the Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended;

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

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

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

ARTICLE SIX – Use of Premises

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

ARTICLE SEVEN – Tenant Covenants and Restrictions

7.1 Liens and Alterations: Tenant shall not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Tenant in connection with work of any character performed at the direction of the Tenant and shall cause any such lien to be released of record without cost to

Landlord within sixty (60) days of the filing of the lien. Landlord shall not, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Premises or any part thereof, but all such shall cause all contractors to carry workers' compensation insurance in accordance with statutory requirements and comprehensive public liability insurance and automobile liability insurance covering such contracts on or about the Premises in amounts reasonably acceptable to Landlord and agrees to submit certificates evidencing such coverage to Landlord prior to the commencement of and during the continuance of such work.

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

Tenant shall procure all necessary permits before undertaking any work on the Premises, and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirements of insurers, employing new materials of prime quality and shall defend, hold harmless, exonerate and indemnify Landlord from all injury, loss or damage to any person or property occasioned by such work. Tenant improvements, alterations and repairs shall be done and materials and labor furnished at Tenant's expense, and the laborers and material men furnishing labor and materials to the Premises or any part thereof shall release Landlord and the Premises from any liability.

All structural improvements and additions made by Tenant shall be the exclusive property of the Landlord, and all nonstructural alterations and additions shall be the exclusive property of Tenant. Tenant may at any time, at its sole option, remove any such nonstructural alteration or addition and restore the Premises to the same conditions as prior to such alteration or addition, reasonable wear and tear and damage by fire or other casualty only excepted.

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

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

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

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

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

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

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

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

(i) furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(ii) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

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

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

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

7.6 Airport Construction and Development. Tenant recognizes that from time to time during the term of this Lease it may be necessary for Landlord to initiate and carry forward programs of construction, expansion, maintenance and repair, and that such construction, expansion, maintenance and repair or relocation to an equal or better location may temporarily inconvenience or temporarily interrupt Tenant in its operations at the Airport. Tenant agrees that no liability shall be attached to Landlord, its agents or employees by reason of such relocation, temporary inconvenience or temporary interruption, so long as Landlord has made reasonable efforts to mitigate the effect of such work on the Tenant, and Tenant waives any right or claim to damages or other consideration therefor, except for reasonable and proportionate rental abatement in the event the Premises may not be used during any such period of time, or, in the alternative, the cost of the relocating the Tenant to an alternative location.

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

ARTICLE EIGHT - Indemnity and Public Liability Insurance

8.1 Tenant's Indemnity. To the maximum extent this agreement may be made effective according to law, Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, expenses or liability of whatever nature from any suits, claims and demands arising directly or indirectly (i) from the failure of the Tenant's or Tenant's contractors, agents, employees or invitees to comply with the terms of this Lease or with any applicable laws, codes, bylaws, rules, orders regulations or lawful direction now or hereafter in force of any public authority and any accident, injury or damage whatsoever to any person, or to the property of any person, occurring on or about the Premises or (ii) from any accident, injury or damage however caused to any person or property on the Premises or occurring outside of the Premises but on the Airport property, in each case where such accident, damage or injury results or is claimed to have resulted from any act, omission or negligence on the part of Tenant or Tenant's contractors, agents, employees, or invitees or anyone claiming by

or through the Tenant; and (iii) from any and all costs and expenses incurred in connection with any cleanup, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any Hazardous Materials on or about the Premises to the extent that Tenant or Tenant's contractors, agents, employees or invitees or anyone claiming by or through the Tenant caused or contributed to such environmental occurrence, in these cases, occurring after the date of this Lease until the end of the term of this Lease and thereafter so long as Tenant is in occupancy of any part of the Premises. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, including, without limitation, reasonable attorneys' fees at both the trial and appellate levels.

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

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

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

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

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

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

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

8.3 Tenant's Risk. To the maximum extent this agreement may be made effective according to law, Tenant agrees that all of the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and all persons claiming by, through or under Tenant which, during the Term of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises or elsewhere on the Property, shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes or

sprinklers, by theft or from any other cause, no part of said loss of damage is to be charged to or be borne by Landlord unless due to the negligence or misconduct of Landlord, its employees, agents, or contractors.

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

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

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

ARTICLE NINE – Default and Landlord's Remedies

9.1 Tenant's Default. If at any time subsequent to the date of this Lease any one or more of the following events (herein referred to as a "Default of Tenant") shall happen:

- (i) Tenant shall fail to pay the Base Rent, payment of Additional Rent when due and such failure shall continue for ten (10) days after written notice thereof ; or
- (ii) Tenant shall fail to pay charges hereunder when due and such failure shall continue for ten (10) days after notice to Tenant; or
- (iii) Tenant shall neglect or fail to perform or observe any other covenant herein contained on Tenant's part to be performed or observed and Tenant shall fail to remedy the same as soon as practicable and in any event within thirty (30) days after written notice to Tenant specifying such neglect or failure, or if such failure is of such a nature that Tenant cannot reasonably remedy the same within such thirty (30) day period, Tenant shall fail to commence promptly (and in any event within such thirty (30) day period) to remedy the same and to prosecute such remedy to completion with diligence and continuity; or
- (iv) Tenant's leasehold interest in the Premises shall be taken on execution or by other process of law directed against Tenant; or
- (v) Tenant shall make an assignment for the benefit of creditors or shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future Federal, State or other statute, law or regulation for the relief of debtors, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any part of its properties, or shall admit in writing its inability to pay its debts generally as they become due; or

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

(vii) If a Default of Tenant of the kind set forth in clauses (i) and (ii) above shall occur and Tenant shall cure such Default within the applicable grace period and an event which would constitute a similar Default after the applicable grace period shall occur more than twice within the next 365 days, whether or not such similar Default is cured within the applicable grace period; then, in any such case, Landlord may terminate this Lease by notice to Tenant along with written notice to Tenant specifying a date not less than five (5) days after the giving of such notice on which this Lease shall terminate and this Lease shall come to an end on the date specified therein as fully and completely as if such date were the date herein originally fixed for the expiration of the Term of this Lease (Tenant hereby waiving any rights of redemption under Massachusetts General Laws c. 186 §11), and Tenant will then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided.

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

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

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

9.4 Reletting of Premises. In case of any Default by Tenant, re-entry, expiration and dispossession by summary proceedings or otherwise, Landlord may (i) re-let the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term of this Lease and may grant concessions or free rent to the extent that Landlord considers reasonably advisable and necessary for the purpose of reletting the Premises; and such actions and the making of any alterations, repairs and decorations to the Premises in connection therewith shall not operate or be construed to release Tenant from liability hereunder

as aforesaid. Landlord shall in no event be liable in any way whatsoever for failure to re-let the Premises, or, in the event that the Premises are re-let, for failure to collect the rent under such re-letting. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease.

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

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

ARTICLE TEN – Tenant Obligation Upon Lease Termination

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

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

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

ARTICLE ELEVEN – Miscellaneous

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

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

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

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

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

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

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

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

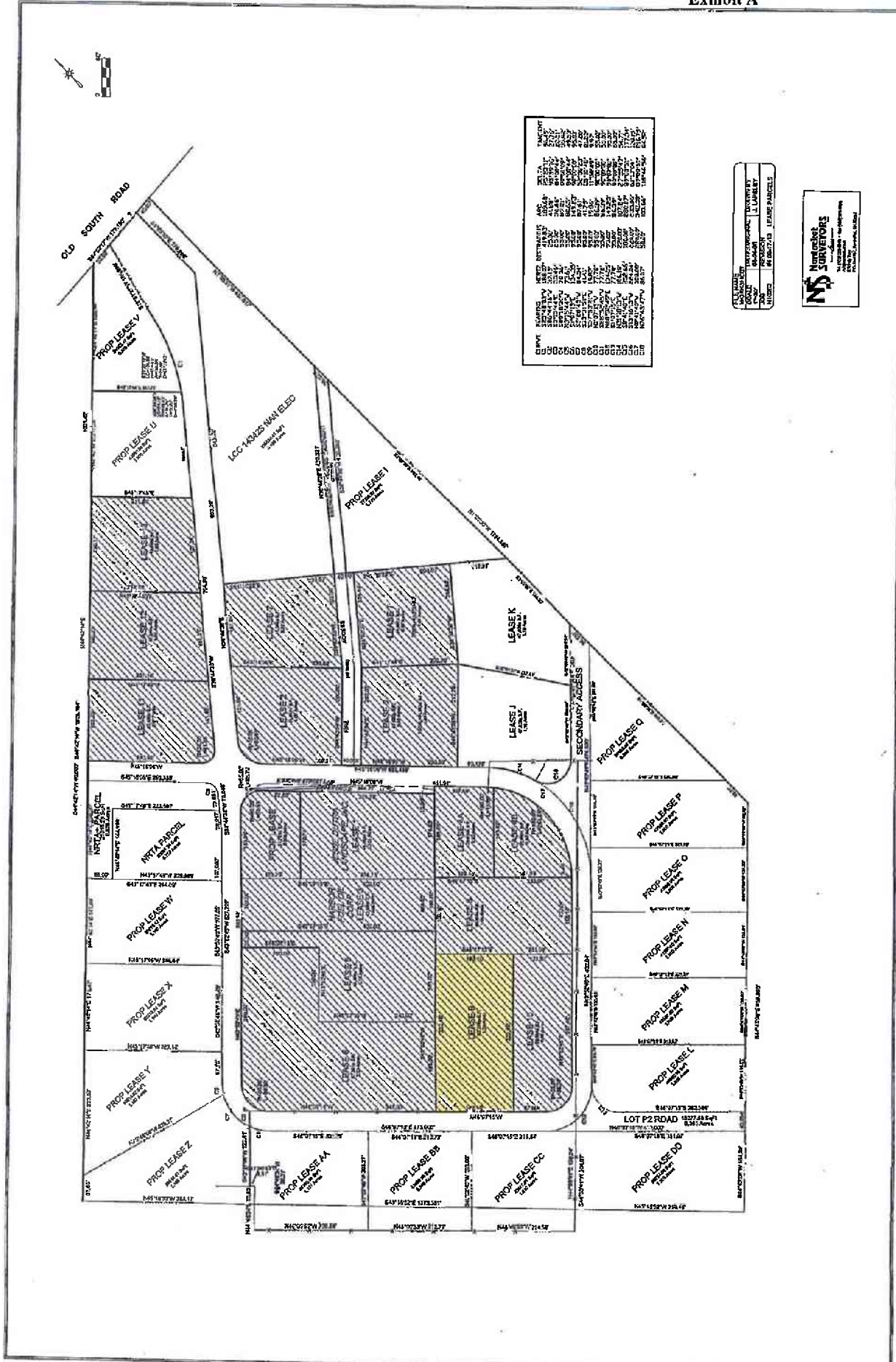
IN WITNESS WHEREOF, the Landlord and Tenant have caused this Lease Agreement to be executed under seal as of the day and year first above written.

NANTUCKET MEMORIAL AIRPORT
COMMISSION

G.J. SMITH, INC.

By: _____

By: _____



TRACT	ACRES	OWNER	LEASEE	LEASE TYPE	LEASE TERM	LEASE DATE
TRACT 1	1.23	...	...	...	...	...
TRACT 2	1.15	...	...	...	...	...
TRACT 3	1.08	...	...	...	...	...
TRACT 4	1.02	...	...	...	...	...
TRACT 5	0.95	...	...	...	...	...
TRACT 6	0.88	...	...	...	...	...
TRACT 7	0.82	...	...	...	...	...
TRACT 8	0.75	...	...	...	...	...
TRACT 9	0.68	...	...	...	...	...
TRACT 10	0.62	...	...	...	...	...
TRACT 11	0.55	...	...	...	...	...
TRACT 12	0.48	...	...	...	...	...
TRACT 13	0.42	...	...	...	...	...
TRACT 14	0.35	...	...	...	...	...
TRACT 15	0.28	...	...	...	...	...
TRACT 16	0.22	...	...	...	...	...
TRACT 17	0.15	...	...	...	...	...
TRACT 18	0.08	...	...	...	...	...
TRACT 19	0.02	...	...	...	...	...

OWNER	...
LEASEE	...
LEASE TYPE	...
LEASE TERM	...
LEASE DATE	...



Change Order No. 1
Nantucket Memorial Airport
Nantucket, Massachusetts
AIP No. 3-25-0033-058-2013

“Re-Align and Widen South Apron Taxiway Connector (Approx. 300’ x 50’)”

Introduction

This change order includes the modification of the existing edge marking for Runway 15-33.

Narrative

The existing runway edge marking for Runway 15-33 is approximately 18 inches wide. The current FAA standard width for this category runway is 36 inches wide. FAA Advisory Circular 150/5340-1K Standards for Airport Markings states “The runway side stripe marking has a minimum width of 36 inches (90 cm) for runways of 100 feet or wider in width”. This change order will correct the side stripe from 18 to 36 inches wide. This effort will involve the removal of 12,800 square feet of several multiple layers of existing side stripe paint for a majority of the runway length. The new side stripe will be laid out, painted, and outlined with a black border. All existing yellow taxiway lead-in lines impacted by this process will be restored.

All FAA Safety/Phasing Check List procedures from the Runway 33 project (AIP-55) from 2012 will be followed (see attached check list).

Cost Breakdown

The cost breakdown for this change order work would follow the standard FAA/STATE funding levels of 90% FAA (\$85,572.00), 7.5% MASS DOT – AD (\$7,131.00), and 2.5% ACK (\$2,377.00).

Contract Time

No additional contract time or engineering fees are needed for this Change Order. It is anticipated that this work will require two days of grinding and one day of painting.

Engineer’s Review and Recommendation

Please see the attached contractor’s proposal and independent engineer’s estimate included for reference.

The Engineer has reviewed the proposed costs associated with this increase in scope from the Contractor and is in agreement with the quoted prices of \$95,080.00 to modify the edge marking for Runway 15-33. The Contractor’s cost has been determined to be fair and reasonable.

Total Change Order cost: \$95,080.00.

VICTOR-BRANDON CORP.

ACCOUNTING/BILLING ADDRESS: PO BOX 717 HUDSON, MA 01749
106 Co-op Wharf ~ New Bedford, MA 02740 // Asphalt Plant ~ 30 Bunker Rd ~ Nantucket, MA 02554
Phone: Nantucket ~ 508-228-9229// New Bedford ~ 508-992-9400 // Hudson ~ 978 562 8977 ~ Fax 978-562-9688

August 14, 2013

Jacobs Engineering Group, Inc.
343 Congress Street
Boston, MA 02210

Attn: Mr. Stephen J. Flecchia, PE
Project Manager

Dear Steve:

RE: Nantucket Airport – Pavement Markings
ACK AIT 58 Change Order Request
AIP 3-25-0033-58-2013

The following is our quotation for the removal of existing pavement markings and the installation of new runway markings as requested.

- A. Removal of existing markings
Grinding 12,800 SF @ \$3.35 = \$ 42,880.00

- B. Installing of runway markings
White paint 26,100 SF @ \$1.50 = \$ 39,150.00

Two coat application of TTP-1952 paint with reflective glass beads TTB-1325 High Index (airport style)

- C. Runway Markings
Black paint 8,700 SF @ \$1.50 = \$ 13,050.00

Two coat application of paint with no glass beads.

If you have any questions, please give me a call me at 508-367-7499.

Best Regards,

Victor Petkauskos

Victor Petkauskos, President

Jacobs Engineering

Date: 8-28-13

Re-Align and Widen South Apron Taxiway Connector
Project: (Approx. 300' x 50')

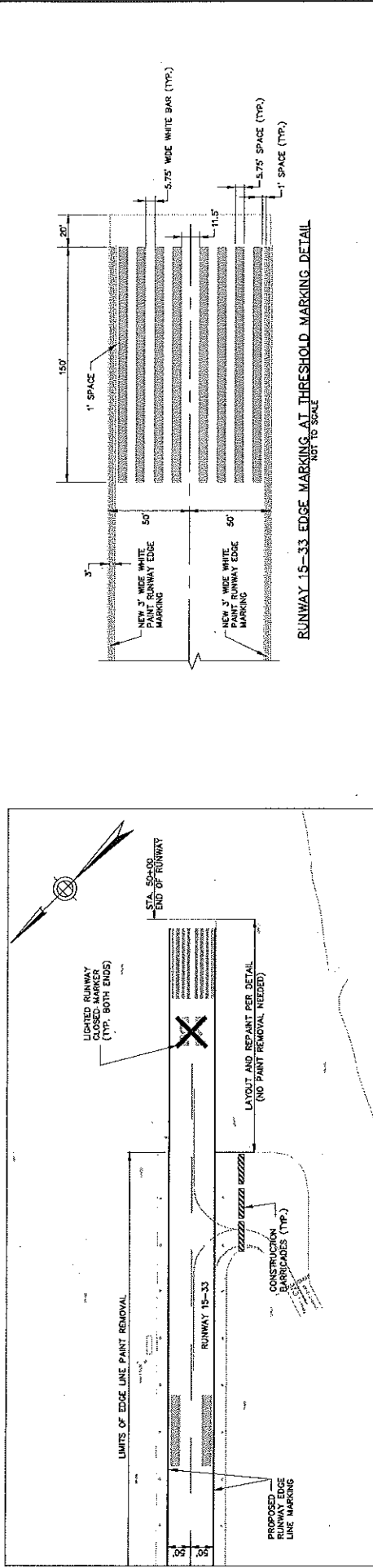
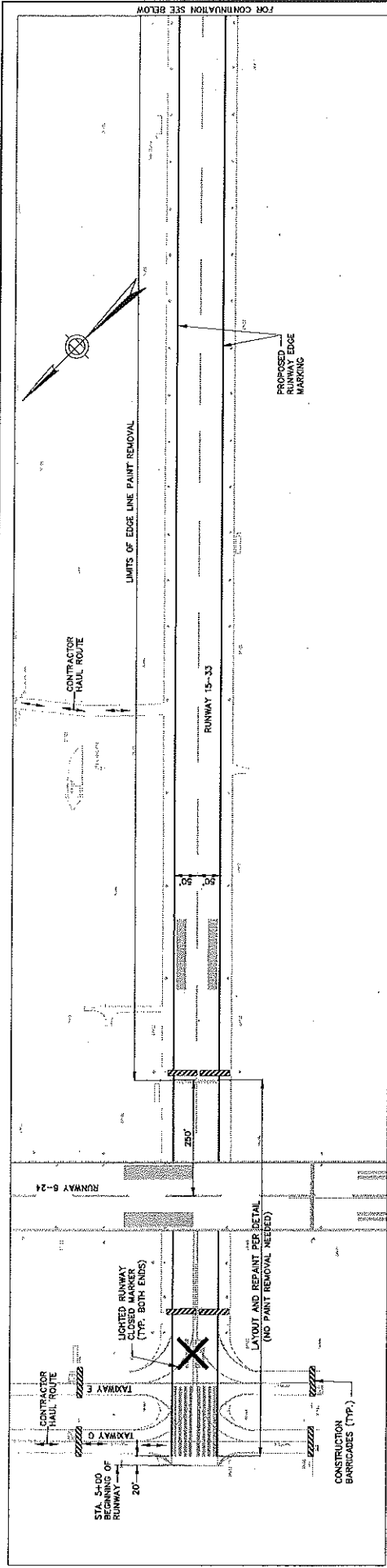
Computed by: J. Hines
Checked by: S. Flecchia

Location Nantucket Memorial Airport
Nantucket, Massachusetts

Engineer's Estimate (Change Order #1)

Engineer's Estimate

Item	Description	Quantity	Unit	Unit Price	Amount
	WHITE PAINT	26,100	SF	\$ 1.50	\$ 39,150.00
	YELLOW PAINT	40	SF	\$ 1.50	\$ 60.00
	BLACK PAINT	8,700	SF	\$ 1.50	\$ 13,050.00
	REMOVAL OF PAVEMENT MARKINGS, SANDBLASTING	12,800	SF	\$ 3.50	\$ 44,800.00
TOTAL ESTIMATED CONSTRUCTION COST					\$ 97,060.00

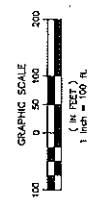


RUNWAY 15-33 PAVEMENT MARKING MODIFICATION PLAN
SCALE: 1" = 100'

NOTES:

- FOR PAVEMENT MARKING DETAILS, SEE THIS SHEET.
- PANT 6" WIDE BLACK BORDER ON BOTH SIDES OF RUNWAY EDGE MARKINGS AND RESTORE ANY REMOVED YELLOW PAINT.
- ALL WORK ON RUNWAY 15-33 SHALL REQUIRE A CLOSURE. ALL RUNWAY CLOSURES SHALL BE COORDINATED WITH ACR AIRPORT OPERATIONS, BASED ON A WIND/WEATHER AVAILABILITY.
- LIGHTED LOW PROFILE BARRICADES SHALL BE PLACED END TO END AT LOCATIONS APPROVED BY THE ENGINEER AND ACR AIRPORT OPERATIONS.
- LIGHTEST RUNWAY CLOSED MARKERS SHALL BE REQUIRED FOR ALL WORK THAT REQUIRES A CLOSURE. CONTRACTOR SHALL MAINTAIN THESE MARKERS THROUGHOUT THE DURATION OF THE PROJECT. MARKERS SHALL BE PLACED OVER THE IDENTIFICATION NUMBERS ON EACH END OF THE RUNWAY.
- WHEN THE RUNWAY IS REQUIRED TO BE CLOSED, THE CONTRACTOR IS RESPONSIBLE FOR MOVING, SETTING UP AND MAINTAINING THE LIGHTED CLOSED MARKERS.
- PRIOR TO APPLYING PAVEMENT MARKINGS, THE MARKING LAYOUT SHALL BE APPROVED BY THE ENGINEER.
- THE CONTRACTOR SHALL FOLLOW ALL PROCEDURES AS OUTLINED ON THE FAA SAFETY/PHASING CHECK LIST FROM THE AIP-SS PROJECT (SEE ATTACHED CHECKLIST).

ESTIMATED PROPOSED PAINT QUANTITIES ARE AS FOLLOWS:
 WHITE PAINT: 26,100 SF
 BLACK PAINT: 8,700 SF
 YELLOW PAINT: 40 SF
 PAINT REMOVAL: 12,800 SF



NO.	REVISIONS	BY	DATE

SUBMITTED BY: JACOBS

CHANGE ORDER #1
 TOWN OF NANTUCKET
 NANTUCKET MEMORIAL AIRPORT
 NANTUCKET, MASSACHUSETTS

RUNWAY 15-33 PAVEMENT MARKING MODIFICATION PLAN

DESIGNED	DATE	BY	SCALE	AS SHOWN
DRAWN	DATE	BY	DATE	DRAWING NO.
CHECKED	DATE	BY	DATE	SHEET NO.

FOR CONTINUATION SEE BELOW

FOR CONTINUATION SEE ABOVE

AIRPORT IMPROVEMENT PROGRAM SAFETY/PHASING PLAN CHECKLIST

Airport Name/Associated City
Nantucket Memorial, Nantucket


State
MA

AIP No.
3-25-0033-xx-2011

Date
11/2010

Checklist for Airport Sponsor	N/A		Included		N/A		Included		
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
1. Scope of work to be performed, including proposed duration of work	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	16. Procedures for notifying ARFF personnel about deactivated water lines or fire hydrants or blocked/rerouted emergency access routes	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. Runway and taxiway marking and lighting	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	17. Emergency notification procedures for medical and police response	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3. Procedures for protecting runway and taxiway safety areas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	18. Use of temporary visual aids	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4. Procedures for protecting obstacle-free zones (OFZs), object free areas (OFAs), and threshold citing criteria	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	19. Wildlife management	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5. Affected areas and operations, including possible safety problems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	20. Foreign object debris (FOD) control provisions	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6. NAVAIDs that could be affected	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	21. Hazardous material (HAZMAT) management	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
7. Methods of separating vehicle and pedestrian construction traffic from airport movement areas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	22. NOTAM issuance	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
8. Procedures and equipment to delineate closed construction areas from airport operational areas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	23. Inspection requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
9. Limitations on construction	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	24. Procedures for locating and protecting existing underground utilities/facilities in excavation areas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
10. Required compliance of contractor personnel with airport safety and security measures	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	25. Emergency procedures for contacting responsible representatives of all involved parties, including Airway Facilities personnel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
11. Location of stockpiled construction materials	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	26. Vehicle operator training	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
12. Location of construction site parking and access and haul roads	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	27. Penalty provisions for noncompliance with airport rules and regulations and the safety plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
13. Radio communications	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	28. Special conditions that affect airport operation and will require a portion of the safety plan to be activated	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
14. Vehicle Identification	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	29. Notification to airport users	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
15. Trenches and excavations and cover requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	30. Safety plan includes phasing sub-plans	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Airport Sponsor certifies that the attached safety plan was developed in accordance with AC 5370-2E.

Certified by  and submitted to FAA on 11-18-10
 Airport Sponsor Date

Comments, special conditions, others.

FAA Approval Signature

N/A For Part 139 airports, attached safety plan reviewed by:

FAA Project Manager _____ Date _____

FAA Airport Certification Safety Inspector _____ Date _____

**Nantucket Memorial Airport
Construct Runway 33 Extension (Approx. 500' x 100') and End Safety Area;
Overlay a Portion of Runway 24 (Approx. 1,500' x 150')**

(Please note due to the uncertainty in funding and the timing of awarding the contract construction will move from 2011 to 2012)

1. Scope and Duration of Work:

This project includes the construction of a 500' x 100' extension of Runway 33 and associated end safety area, and the rehabilitation of approximately 1,500' of Runway 6-24 including the intersection with Runway 15-33 at Nantucket Memorial Airport via a mill and overlay. This work shall include excavation, pavement milling, placement of hot mix asphalt, grading and compaction of P-154 and P-209 for the construction of the Runway 33 extension, electrical (including light adjustments), and drainage work as well as runway grooving and pavement markings. ~~The extension of Runway 33 will be marked as displaced threshold.~~

At the completion of 500' extension, the Airport requested on 2-6-12 that the displaced threshold be eliminated and the threshold be moved to the end of the 500' extension giving the Airport the full 4500' for operations. Once the threshold has been moved and R/W 33 reopened to air traffic, all published approaches to R/W 33 will be taken out of service until further notice.

Construction is scheduled from March, 2012 through June, 2012, with no work permitted between April 26, 2012 and April 29, 2012 for Daffodil Weekend.

2. Runway and Taxiway Marking and Lighting:

Portable runway closed markers will be used at all times while runways are closed for construction. Water-ballasted lighted construction barricades are to be used on taxiways and runways to ensure appropriate visual cues delineating construction activity from non-construction activity and providing wingtip clearances where necessary. The barricades shall be a maximum of 18 inches high,

Refer to Section 5 of this checklist concerning the affected Areas of Operation (AOA).

Within the limits of the Runway 6-24 rehabilitation, all runway centerline and touchdown zone lights will be adjusted to the finished grade. In addition, where required, runway edge lights will be adjusted. All light adjustments in a given phase will be completed during nighttime work hours when the runway is closed

to traffic. During milling and paving operations all lights shall be removed to prevent any unnecessary damage to the lights.

The extension of Runway 33 includes the installation of runway edge lights. ~~The runway extension will be marked as a displaced threshold.~~ Once the construction of the 500' runway extension has been completed the displaced threshold markings will be eliminated and threshold bar markings will be applied at the end of new 500' extension. The FAA approved that R/W 24 may be used for aircraft operations during R/W 24 rehabilitation work. When the ATCT is open aircraft may depart from T/W A intersection to the South West, a flat vinyl yellow runway closed marker shall be placed in the grass at the approach of R/W 6 (a portable runway closed marker will remain over the runway numerals "24" during construction). When the ATCT is closed the yellow vinyl closed marker will be replaced by an illuminated portable runway closed marker and be placed over the runway numeral "6", officially closing R/W 6-24 to all aircraft operations.

All impacted runway and taxiway pavement markings will be restored in accordance with FAA Advisory Circular 150/5340-1K.

Portable illuminated runway closed markers will be used for this project in accordance with FAA Advisory Circular 150/5345-55A.

FAA Advisory Circulars 150/5370-2E and 150/5370-10F will be used for specifics on the use of barricades as well as other runway and taxiway marking and lighting requirements during construction.

3. Procedures for Protecting Runway & Taxiway Safety Areas:

Phasing Plans A, B, and C depict dimensions of protected areas and placement of lighted barricades to protect the runway and taxiway safety areas.

4. Procedures for Protecting OFZs and OFAs:

The Contractor's Superintendent and the Resident Engineer will be responsible for checking the Safety Areas, OFZ's and OFA's on a daily basis. Upon completion of daily work activities, but prior to the Contractor leaving the work site, the Engineer shall notify the Airport to inspect and recover the area until the next construction activity. Primary protection will be from delineating the construction zone by means of cones, barricades, or other devices approved by the Engineer as shown on the Safety Plans attached in Section C. Water-ballasted barricades will be used to delineate the work area. When the work site abuts a runway, the Contractor will also install wooden stakes (notched to be frangible) with flags approximately 100' apart delineating the 200' from the centerline of Runways 6-24 and 15-33 (and when possible 250') and 125' from centerlines of all Taxiways during construction. Any work within 200' of a runway centerline

requires a runway closure. Any closure is subject to wind/weather availability and approved by the Engineer and Airport. Any work within 125 feet of a taxiway centerline requires a taxiway closure. All excavated materials shall be either brought offsite (i.e. concrete, asphalt) or to a designated area where the Contractor will be instructed how to place the material so as not to impact any surfaces on the airfield.

5. Affected Areas of Operations:

The project has been split into three main phases. Phase A, which involves the mill and overlay of Runway 6-24 and a portion of Runway 15-33 involves extended pavement closures and breaks the areas into subphases based on location.

Phase B involves the extension of Runway 33 and construction of the associated end safety area. This phase requires the closure of Runway 15-33. Runway 15-33 will be closed to aircraft from 7:00 A.M. Monday through 12:00 P.M. Friday. Work in this phase will commence approximately March, 2012.

Phase C includes the grooving of Runway 6-24 and the placement of the second coat of pavement markings. This phase requires the closure of Runway 6-24 and various taxiways as the grooving and pavement marking work progresses. Grooving and the second coat of markings within 200' of the Runway 15-33 intersection will require both runways to be closed. All work in this phase can only occur from 9:00 P.M. to 6:00 A.M. Sunday through Thursday.

The restrictions on working within each of these phases are identified on the General Phasing and Detailed Phasing Plans, which are attached to this checklist and further outlined within this section. Barricades locations and requirements along with Runway closure requirements are identified on the General Phasing and Detail Safety Plans which are attached to this checklist and identified within this section of the plan. Haul routes are as identified below.

Haul routes by phase:

Phase A1 – Gate 15 to Taxiway E/Run-areas to Runway 24

Phase A2 – Gate 15 to Taxiway E/Run-areas to Runway 24

Phase A3 – Gate 8 to Taxiway A to Runway 6-24

Phase A4 - Gate 8 to Taxiway F or Taxiway E to Runway 15.

Phase A5 - Haul routes to mirror those used for work completed in Subphases A1-A4.

Phase B – Gate 23 to Runway 33 work area.

Phase C – Haul route for phase shall vary by location based on the Contractor's work location. Haul route shall be determined at the weekly job meeting two weeks prior to this work commencing, confirmed with the Air Traffic Control Tower, Engineer, and Airport prior to any of this work commencing and on a daily basis. Haul routes to mirror those used for work completed in Subphases A1-A4.

If there is no other construction on-going, the Tower may use the remainder of Runway 6-24 for taxiing purposes. Haul routes will vary by phase and will be as reviewed and approved at weekly job/operations meetings based on Contractor's work locations and confirmed on a daily basis by the Contractor with the Engineer and Airport.

One (1) sweeper with a dedicated operator will be on-site at all times during construction to address any FOD issues or any debris on the movement area pavements.

The Contractor shall remove all debris in and around the project area, haul routes, the Contractor's storage/staging area, and all other areas as designated by the Airport and/or the Engineer on a daily basis or at any time request by the Airport or the Engineer.

The sweepers shall operate as necessary to keep active aircraft pavements, access roads and the work areas clean. At the close of each work shift, all active aircraft pavements and airport paved roads, including ramps to and from highways, used or dirtied by the Contractor shall again be swept.

All paved haul roads or access roads shall be kept clean at all times to prevent the accumulation of dirt and mud and the generation of dust by sweeping, washing or other methods directed by the Engineer. Unpaved haul roads shall be maintained by blading and filling as directed/approved by the Engineer **and dust shall be controlled at all times.**

Trucks loaded in the construction area shall have loads trimmed and covered as necessary to assure that no particles, stones, or debris will fall off.

Phase B impacts to Runway 12-30 safety area and airspace (TERPS) shall require the closure of Runway 12-30.

The Contractor will work with the RE and Airport Management to cancel NOTAMs, in addition to issuing them.

Runway 6-24 will reopen after the end of each extended work shift. The Airport will issue the NOTAM that the runway and any taxiways near work areas are closed during hours of construction and also note any restrictions that may apply once the runway reopens.

Runway 15-33 will reopen after the end of each extended work shift. The Airport will issue the NOTAM that the runway and any taxiways near work areas are closed during hours of construction and also note any restrictions that may apply once the runway reopens.

In some cases, the closure of Runway 15-33 may coincide with the closure of Runway 6-24 where work is occurring within 200' of the centerline of both runways. In this case, the Airport will issue the NOTAM that the Airport is closed and the hours of the closure.

The Contractor shall coordinate their work in all phases with the Engineer who will in turn work with the Airport Manager to ensure that the NOTAM is issued. The Airport will notify all users via a NOTAM of all closures of movement areas.

During Phase A2 the Airport and ATCT inquired if R/W 24 can be used for departures from T/W A intersection to utilize a two runway configuration and avoid having aircraft stacking up and back taxiing for R/W 30. The FAA approved R/W 24 departures from T/W A intersection to the South West when the ATCT is open, with safety measures in place as detailed in section 2. Arrivals to R/W 24 and R/W 6 will be prohibited. Departures from R/W 6 will be prohibited.

6. Affects on NAVAIDS:

Runway centerline lights will be impacted during the mill and overlay on runway 6-24.

All runway lights will need to be shut off during construction activities. PAPIs and VASIs will be shut off at night on the runway(s) having construction. The Localizer, glide slope, and REILs will also be shut off during construction activities. The FAA requested a 30 day notice of extended ILS shut down. On or about April 9th the R/W 24 ILS will be OTS.

Since some NAVAIDS are anticipated to be impacted during construction activities, please refer to Section 22 of this checklist concerning NOTAM issuance.

The Contractor and the Resident Engineer are required to provide an emergency contact list prior to the start of any work. The emergency contact consists of 24-hour per day contact numbers for all key members of the project. See Section 25 of this checklist for emergency contact numbers.

~~The Runway 33 extension will be marked as a displaced threshold and therefore the REILs and VASIs will ultimately remain in their current location.~~

It was decided that the displaced threshold markings for R/W 33 be eliminated and threshold be set at the end of 500' extension. As part of this contract the VASIs are to be NOTAMed out of service and ultimately removed by FAA under a separate contract. The REILs are also to be NOTAMed out of service and not to be relocated to the new R/W 33 end under this project.

7. Method for Separating Vehicle and Pedestrian Construction Traffic from Airport Movement Areas

The Contractor's work site will be delineated with lighted water-ballasted barricades, and construction signs. The Contractor's work crew will be restricted to staying within the designated work site and not straying out into active aircraft movement areas except when under escort. "Stop Wait for Escort Signs" will be placed at the phase limits for each work area. The escort drivers will ensure no vehicle strays from the approved haul route and all vehicles under escort will be instructed to stay with the escort at all times. All haul routes shall have prior FAA approval. At no time shall any untrained work vehicle operator return to the point where they entered the Airport without a trained and badged escort driver.

The escort shall be in radio contact with the Air Traffic Control Tower at all times and make contact when making any vehicle movements outside of the barricades or non-movement areas. Aircraft will be given precedence at all times in all movement and non-movement areas. An escort will be required in each direction and at the work site at all times.

Refer to Section 12 of this checklist concerning the location of construction site parking and access and haul roads.

The Contractor and the Resident Engineer are required to provide an emergency contact list prior to the start of any work. The emergency contact consists of 24-hour per day contact numbers for all key members of the project. See Section 25 of this checklist for emergency contact numbers.

The ACK ATCT Manager requested that all construction vehicles operating within the AOA monitor the ground frequency for instruction.

8. Procedures to Delineate Closed Construction Areas:

When the Contractor is working on Phase A as part of the Runway 6-24 mill and overlay, and the area is closed for his/her operations, Airport approved lighted water-ballasted barricades shall be placed across the runway and, as applicable taxiway pavement as shown on the Detailed Safety Plans (attached to the checklist) for each subphase and maintained in place as long as the area is closed, after which they shall be removed promptly. As the runway must be closed, lighted closed markers shall be placed on the number designations at each end. One (1) set of lighted runway closed markers are owned by the Airport and meet FAA Advisory Circular 150/5345-55, Specification for L-893 Lighted Visual Aid to Indicate Temporary Runway Closure. The Contractor is responsible for maintaining the markers for the duration of the project. The Contractor is also responsible for purchasing and maintaining a second set of lighted runway closed markers as part of this project. When work on Runway 11-29 is within 200' of the Runway 15-33 centerline, the second set of markers shall be placed on the number designations to indicate this runway is also closed. For Phase A4, lighted runway closed markers shall be placed on Runway 15-33.

Anticipated work hours for subphases A1, A2, and A4 shall be from 9:00 P.M. Sunday to 6:00 A.M. Thursday. All work within the intersection of Runway 6-24 and Runway 15-33 shall only occur between the hours of 9:00 P.M. and 6:00 A.M. Sunday through Thursday and as such, Phase A3 is constrained to those work hours.

When the Contractor is working on Phase B as part of the Runway 33 extension/end safety area construction, and the area is closed for his/her operations, Airport approved lighted water-ballasted barricades shall be placed across the runway pavement as shown on the Detailed Safety Plans (attached to the checklist) and maintained in place as long as the area is closed, after which they shall be removed promptly. In addition, water-ballasted lighted construction barricades shall be placed in the grass on both sides of the taxiway within the construction limits as shown on the attached plans. In addition, lighted runway closed markers will be required for the duration of the project and will be placed at each end of Runway 15-33 on the runway designation when the runway is closed. Anticipated work hours for Phase B shall be from 7:00 A.M. Monday through 12:00 P.M. Friday.

For Phase C, the closure requirements shall mirror those used in the various subphases of Phase A.

Refer to Section 22 of this checklist concerning NOTAM issuance.

The Contractor and the Resident Engineer are required to provide an emergency contact list prior to the start of any work. The emergency contact consists of 24-

hour per day contact numbers for all key members of the project. See Section 25 of this checklist for emergency contact numbers.

The work hours during work phases A1-A4 have changed. R/W 24 and R/W 15-33 will be closed for 4 days on or about April 10, R/W 24 will be available for departures from T/W A intersection when the ATCT is open (see sections 2 and 5), at this time the contractor will work 24 a day hours to complete rehabilitation work in the runway intersection. due to the amount of work to be done on R/W 24, R/W 15-33 will be reopened first.

9. Limitations on Construction:

Construction shall occur during the hours set forth on the General and Detailed Phasing and Safety Plans attached to this checklist. Work and haul route shall be restricted as shown on the phasing plans and outlined in other sections of this plan.

There is a height restriction of 30 feet above existing grade at the edge of pavement at the end of Runway 33. Any construction activity that exceeds the 30 foot height restriction at the end of Runway 33 will require the closure of Runway 12-30 due to approach/departure surface penetrations; Runway 12-30 is a VFR day time use only runway. Runway 15-33 will be closed during Phase B.

10. Required Contractor Compliance With Safety And Security:

The Contractor is required to comply with all Airport safety and security measures, as outlined in the Contract Documents or as directed by the Engineer or Airport. In addition, the contract specifications states the Contract Document are governed at all times by applicable federal, state and local law, rules and regulations. The Contractor is required to take all precautions necessary to ensure the safety of operating aircraft as well as his/her own equipment or personnel.

The Contract Document further requires the Contractor to follow FAA Advisory Circular 150/5370-2 latest version with respect to safety requirements for this project as well as any other requirements set forth by Airport Operations.

The Resident Engineer and appropriate Contractor Personnel will obtain airport badging in order to comply with safety and security on Airport grounds. The Contractor and Resident Engineer shall obtain the proper training and requirements in case the SIDA or TSA areas need to be reached. Proper identification and communication on Airport grounds is paramount for compliance with safety and security. Refer to Section 13 of this checklist concerning radio communication. Also, refer to Section 14 of this checklist for vehicle identification and Section 26 concerning vehicle operator training.

Section 27 of this checklist contains penalty provisions for noncompliance with Airport rules and regulations and the safety plan.

11. Location of Stockpiled Material:

Small temporary stockpile locations are strictly limited to the Contractor's Material Storage Area or where directed by the Engineer. The "Contractor's Material/Equipment Storage Area" is as shown on the attached General Plan, and is outside of the AOA, along with the Contractor's and Resident Engineer's Trailers. Dust control will be the responsibility of the Contractor.

Refer to Section 19 (Wildlife Management) and Section 20 (FOD Control Provisions) of this checklist in regards to location of stockpiled material near sensitive Airport areas. **The intent of Section 19 and 20 is to prevent stockpiled material from becoming wildlife attractants and to prevent stockpiled material from becoming FOD especially in airport sensitive areas.**

Any stockpiled material in airport sensitive areas (i.e. TERPS surfaces) will require appropriate marking and/or lighting.

12. Location of Construction Site Parking and Access/Haul Routes

The General Plan shows the locations of the Contractor's Staging Areas, and the Contractor's Parking Area. The General Phasing Plan shows all applicable Haul Routes which are also outlined in other sections of this plan. The Contractor's trailer and material/equipment storage area will also act as the Contractor's staging area and parking area.

13. Radio Communications:

The Contractor shall have a minimum of one badged radio escort on site at all times that will maintain contact with the Air Traffic Control Tower. Vehicles will be permitted to cross intersecting active runways or taxiways only when such operations have been approved in advance by Nantucket Memorial Airport Operations and the ATCT and then only when the crossings are approved and under the control of the ATCT and with an approved radio escort vehicle. All radio escort drivers will be required to undergo training by Nantucket Memorial Airport staff including communication with the ATCT prior to the start of the project. Contact with the tower will be made at the radio frequency of 121.70 megahertz. Since a significant portion of the construction will occur during night, after the ATCT is closed, contact with the local control tower must be maintained using the CTAF 118.30. When R/W 24 at T/W A intersection departures are in effect, Only when the ATCT is open, ATCT shall operate under an "PPR" requiring aircraft to "Line Up And Wait" at idle power. ATCT will also need to

communicate to departing aircraft to delay full power take off roll a few hundred feet, depending upon aircraft type.

14. Vehicle Identification:

The Contractor's vehicles are required to be identified by their company logos which shall be either painted or in the form of a decal on both front side doors of the vehicle. Each Contractor's escort vehicle shall be a **legally registered road worthy** full size pickup truck type in good operating condition; it shall be equipped with air conditioning and shall be subject to the approval of the Engineer. The call sign of the escort vehicle shall either be painted on or in decal form, in a contrasting color to the vehicle color, on both front side doors, the tailgate, and on the roof of the vehicle. The fonts shall be 12" high. The Airport will assign the call sign for each radio escort to the Contractor. In addition, each Contractor's escort vehicle and all vehicles and equipment entering the airfield shall be equipped with a yellow flashing beacon and a 3-foot square flag consisting of international orange and white squares not less than one foot square displayed in full view above the vehicles.

15. Trenches & Excavations:

The Contractor is required to properly mark and barricade trenches and excavation areas. All OSHA safety standards will be met during trenching and excavation work. No trenches or other excavation shall be left open within runway or taxiway safety areas when the runway/taxiway is to be released for aircraft at the end of the work shift. All trenches must be backfilled and the runway safety area must meet Part 139 standards prior to opening in the movement area. The use of steel plates is prohibited on the airfield. The Contractor is also required to comply with all Commonwealth of Massachusetts laws regarding trenching and will obtain any necessary permits.

During site preparation work, a maximum drop-off of not more than three (3) inches will be allowed beyond pavement edges, limits of excavation, and adjacent to any structures at the end of each work shift. All other work must be ramped down at the end of each work shift to provide a transition (max. slope of 5%).

Open trenches will be monitored by the Resident Engineer and the Contractor during construction activities. After the work site is closed, open trenches will be marked using water-ballasted lighted construction barricades and cordoned off using warning tape. All OSHA standards will be implemented with respect to open trenches.

16. Procedures for Notifying ARFF Personnel About Deactivated Water Lines Of Fire Hydrants or Blocked/Rerouted Emergency Access Roads:

There are no water lines on record within the limit of work. This project does not interfere with any emergency access routes and all pavement closures will be coordinated with Nantucket Airport Operations prior to any work commencing.

17. Emergency Notification Procedures For Medical and Police:

Requests for emergency service shall be made by contacting the proper authorities related to the incident, e.g. Airport police department or fire department, as well as Airport Operations. Airport Operations shall be contacted at 508-325-5300 and Airport Police/Fire 508-325-5308.

18. Use of Temporary Visual Aides:

Lighted runway closed markers will be utilized to indicate that Runway 6-24 is closed to aircraft. A second set of lighted runway closed markers will be utilized to indicate that Runway 15-33 is closed to aircraft. The markers will be placed over each runway designation prior to the start of work. **Portable illuminated runway closed markers will be used for this project in accordance with FAA Advisory Circular 150/5345-55A.** A flat vinyl yellow runway closed marker will be used for this project in accordance with FAA Advisory Circular 150/5370-2E.

19. Wildlife Management:

This contract does not affect any wetlands or natural habitats for wildlife. The Contractor shall secure all materials and clean up all FOD to minimize the risk of ingestion by wildlife or absorption into any natural habitats or wetlands. However, access fences will be closed or monitored to prevent wildlife from entering the AOA. If wildlife is observed, the Contractor or Engineer will notify Nantucket Memorial Airport, who will determine the appropriate action. **Procedures to limit wildlife attractants (including contractor onsite food is properly disposed of) will be in place.**

20. FOD Control Provisions:

Trucks loaded in the construction area shall have loads trimmed and covered as necessary to assure that no particles, stones, or debris will fall off.

All roads and haul routes used by the Contractors shall be maintained and kept clean during the course of the work. Any damage to existing surfaces, caused by the Contractors operations shall be repaired and the areas involved restored to their previous condition, without cost to the Airport.

The Contractor is responsible for controlling dust at all times during this Contract, including all work shifts, non-working hours, weekends and holidays.

All paved haul roads or access roads shall be kept clean at all times to prevent the accumulation of dirt and mud and the generation of dust by sweeping, washing or other methods directed by the Engineer. Unpaved haul roads shall be maintained by blading and filling as directed/approved by the Engineer **and dust shall be controlled at all times.** The Contractor is responsible for maintaining routes to be used as haul roads.

At the end of each work shift, all active pavements and airport paved roads used or dirtied by the Contractor shall be swept clean.

If Airport personnel determine that the runway or taxiway has been damaged by the construction vehicles, the work shall be stopped and the surface repaired to Part 139.309 (safety areas) standards and Part 139.305 (paved areas) standards before allowing aircraft to utilize the runway or taxiway. If at any time the taxiway does not meet the standards of Part 139.309 or Part 139.305, the runway or taxiway will be closed to all aircraft operations.

21. HAZMAT Management:

Hazmat management will be handled by the Contractor's designated safety person. The Contractor is required to have on-site a competent safety person whose responsibilities shall be the administration of the Contractor's occupational safety program. A site-specific project safety plan is required for review and approval. The Contractor shall not have a **full time** fuel truck on the airport **during work shifts.** However, the Contractor will be allowed scheduled fuel shipments brought to the sites **of each Work Phase (e.g. Phase A, B, and/or C) as needed** via fuel trucks from an outside source. The Contractor's designated safety person will monitor any activities of the fuel truck while onsite.

22. NOTAMS Issuances:

The Contractor will work with the RE and Airport Management to cancel NOTAMS, in addition to issuing them. **The Airport Manager will issue all NOTAMS either directly or through the use of their Operations Shift Manager.**

Runway 6-24 will reopen after the end of each extended work shift. The Airport **Manager** will issue the NOTAM that the runway and any taxiways near work areas are closed during hours of construction and also note any restrictions that may apply once the runway reopens.

Runway 15-33 will reopen after the end of each extended work shift. The Airport **Manager** will issue the NOTAM that the runway and any taxiways near work areas are closed during hours of construction and also note any restrictions that may apply once the runway reopens.

In some cases, the closure of Runway 15-33 may coincide with the closure of Runway 6-24 where work is occurring within 200' of the centerline of both runways. In this case, the Airport **Manager** will issue the NOTAM that the Airport is closed and the hours of the closure.

The Contractor shall coordinate their work in all phases with the Engineer who will in turn work with the Airport Manager to ensure that the NOTAM is issued. The Airport **Manager** will notify all users via a NOTAM of all closures of movement areas.

The FAA will NOTAM ILS outages.

23. Inspection Requirements:

Inspections are performed on a daily basis by the Contractor and the Engineer. Safety issues are required to be corrected immediately by the Contractor. The runways and the runway safety areas shall be inspected by the Engineer and Nantucket Memorial Airport personnel prior to completion of the work shift/extended closure and the re-opening of the runways.

24. Procedures for Locating and Protecting Existing Underground Utilities/Facilities in Excavation Areas:

The Contractor is required to check and verify the location of all existing utilities both above and below ground before beginning any work. The Contractor is required to have on-site at all times proper equipment for locating buried cables and such cables shall be located by hand dug test pits before power equipment is permitted to work in the area. No excavation is permitted to begin until the Project Engineer is satisfied that the Contractor has exhausted every method available to locate and mark out existing utilities. The Contractor shall provide a utility locating service to locate and verify utilities as directed. The Contractor is required to contact the FAA 72 hours prior to excavation in the vicinity of any FAA underground equipment.

The Contractor and the Resident Engineer are required to provide an emergency contact list prior to the start of any work. The emergency contact consists of 24-hour per day contact numbers for all key members of the project. See Section 25 of this checklist for emergency contact numbers.

25. Emergency Reporting Procedures, Contact List:

The Contractor and the Resident Engineer are required to provide an extensive emergency contact list prior to the start of any work. The emergency contact list consists of 24-hour per day contact numbers for all key members of the project and is contained within Section B of this phasing and safety plan.

The emergency contact list will be completed once the Contractor is hired, but after the pre-construction meeting before the plan is approved.

26. Vehicle Operator Training:

Drivers of escort vehicles shall be instructed by Nantucket Memorial Airport and the Engineer as to proper access roads and shall be cautioned that unauthorized use of aircraft pavements or other areas outside the designated work area may lead to their arrest and subsequent payment of fines.

The Contractor shall assure that, all vehicles, without permits and trained escort drivers, needing to enter the airfield for construction purposes, are escorted by approved escort vehicles to the work area. All escorts will be required to undergo training by the Airport. This training will include movement area training and all escorts shall be tested by Nantucket Memorial Airport personnel prior to being authorized to drive on the movement area.

Every escort driver shall be trained by Nantucket Memorial Airport in accordance with the ground vehicle section of the Airport Certification Manual. Each driver is responsible for each operator under escort.

Refer to Section 10 for Security Badging Requirements.

Refer to Section 13 for Radio Communication Requirements.

Refer to Section 14 for Vehicle Identification Requirements

27. Penalty for Noncompliance:

Noncompliance with Airport rules and regulations and violations of Airport safety plans may lead to penalties. Penalties for noncompliance vary from verbal and written warnings, to the suspension of the project until total compliance is met. Any consequences for non-compliance will be assessed in accordance with the ACM for Nantucket Memorial Airport.

28. Special Conditions that Affect Airport Operations:

There are no special conditions in this project that affect Airport operations that require special portions of the safety plan to be activated.

Any low visibility operations during construction can be addressed using the Airport's SMGC's plan. Refer to Section 10 of this checklist concerning required compliance of contractor personnel with airport and security measures. Refer to Section 13 of this checklist concerning radio communication. And refer to

Section 14 of this checklist for vehicle identification and Section 26 concerning vehicle operator training.

In case of an emergency, see Section 17 of this checklist for emergency notification procedures for medical and police response. The Contractor and the Resident Engineer are required to provide an emergency contact list prior to the start of any work. The emergency contact consists of 24-hour per day contact numbers for all key members of the project. See Section 25 of this checklist for emergency contact numbers.

29. Notification to Airport Users:

The Airport Manager's office has informed all local users aware of the proposed extension of Runway 33 and rehabilitation of a portion of Runways 6-24 and 15-33 via email list and webpage as well as public airport commission meetings.

Information on issuance of NOTAMs can be found in Section 22 of this checklist.

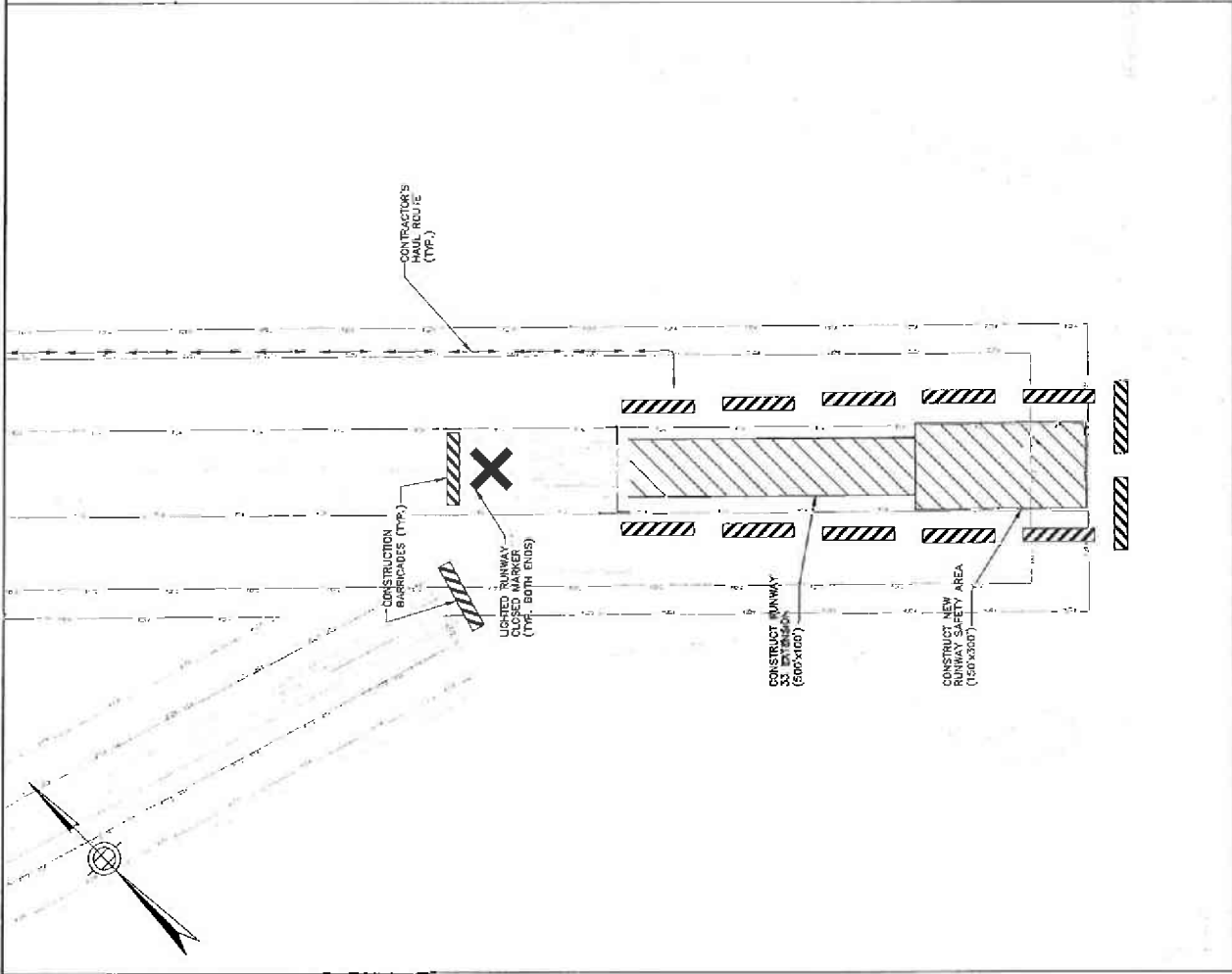
30. Safety Plan Sub Phases:

Copies of the construction phasing and safety drawings for this project are attached to this plan in Section C.

PHASE B - CONSTRUCT 500' RUNWAY 33 EXTENSION AND END SAFETY AREA (150'x300')

90 CALENDAR DAYS (90 ALTERNATIVE #1 INCLUDING BASE BID)

- THE CONTRACTOR SHALL PERFORM WORK IN THIS PHASE BETWEEN 7:00 AM MONDAY THROUGH 12:00 PM FRIDAY.
- CLOSURE RUNWAY 15-33.
- RUNWAY MUST BE REOPENED TO AIR TRAFFIC NO LATER THAN 12:00 PM ON FRIDAYS.
- WORK IN PHASE B SHALL COMMENCE IN THE SPRING OF 2012 BUT NO EARLIER THAN MARCH 2012.
- PRIOR TO ANY WORK COMMENCING, ALL CONSTRUCTION BARRIAGES SHALL BE INSTALLED AND APPROVED BY THE ENGINEER AND AIRPORT. THE BARRIAGES SHALL BE MAINTAINED FOR THE DURATION OF THE PHASE.
- PRIOR TO THE START OF ANY RUNWAY CLOSURE, LIGHTED RUNWAY CLOSURE MARKERS SHALL BE INSTALLED AT BOTH RUNWAY ENDS.
- FOR ANY NIGHTTIME OPERATIONS, ALL LIGHT EQUIPMENT UTILIZED FOR NIGHT WORK SHALL BE CONTROLLED TO PREVENT STRAY LIGHT. THE ENGINEER SHALL APPROVE ALL LIGHTING EQUIPMENT LOCATIONS AND OPERATIONS.
- ALL HAUL ROUTES SHALL BE CONFIRMED FOR EACH CLOSURE WITH THE ENGINEER AND AIRPORT.
- BARRIAGES ON RUNWAY 15-33 PAVEMENT TO BE REMOVED AT END OF EACH EXTENDED CLOSURE.



AS ADVERTISED

TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT
NANTUCKET, MASSACHUSETTS

**RUNWAY 33
DETAILED SAFETY AND
OPERATIONS PLAN
(BID ALTERNATE #0)**

JACOBS

DESIGNED BY: DATE: SCALE: AS SHOWN
DRAWN BY: DATE: DRAWING NO.:
CHECKED BY: DATE: SHEET NO.: 12 OF 110

SUBMITTED BY:

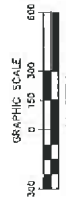
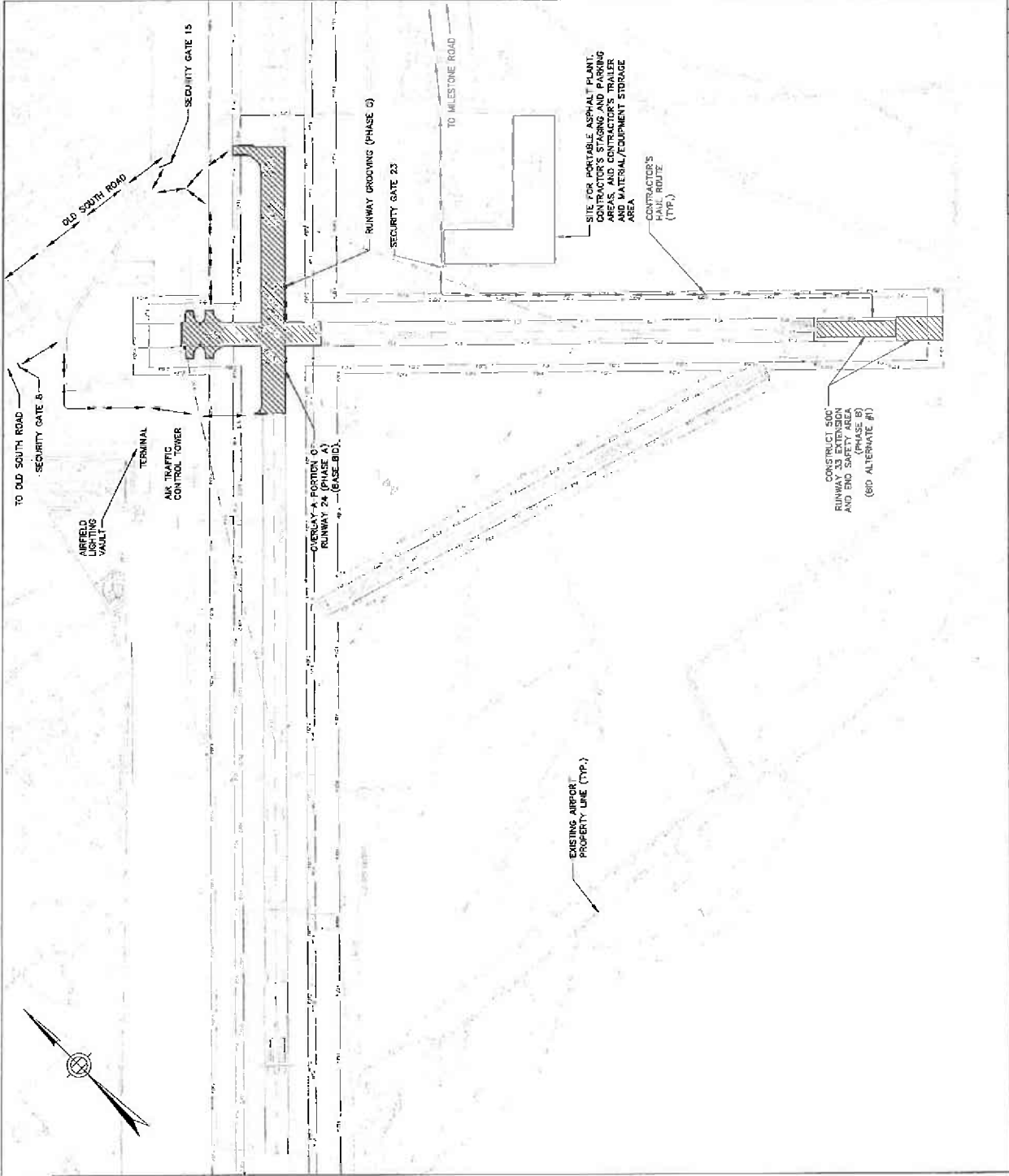
JACOBS



NO.	REVISIONS	BY	APP. DATE

CONSTRUCTION PHASING NOTES:

1. ALL REQUIRED PAVEMENT CLOSURES SHALL BE COORDINATED AT WEEKLY MEETINGS. CLOSURES SHALL BE BASED ON ROADWAY TRAFFIC VOLUME, ROADWAY WIDTH, TRAFFIC SIGNALS, AND OTHER FACTORS. CLOSURES SHALL BE COORDINATED WITH THE AIRFIELD TRAFFIC CONTROL TOWER THROUGH THE ENGINEER A MINIMUM OF 8 HOURS IN ADVANCE.
2. ANY WORK THAT DISRUPTS POWER TO THE AIRFIELD MUST BE COORDINATED WITH AND APPROVED BY THE ENGINEER AND AIRPORT A MINIMUM OF 24 HOURS IN ADVANCE. WHEN WORKING IN THE VICINITY OF EXISTING LIGHTING AND SIGNAGE CIRCUITS, THESE CIRCUITS SHALL BE IDENTIFIED AND PROTECTED. THE EXISTING CIRCUITS SHALL BE RECOMMENDED AND OPERATIONAL AT THE END OF EACH WORK SHIFT UNLESS OTHERWISE NOTED.
3. THE CONTRACTOR SHALL PROVIDE MULTIPLE INSTALLATION CREWS AND/OR MULTIPLE SHIFTS TO COMPLETE THE WORK WITHIN THE ALLOTTED RUNWAY CLOSURES AND WITHIN THE CONTRACT TIME.
4. ALL WORK AREAS AND IMPACTED LIGHTING CIRCUITS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION READY FOR REOPENING OPERATIONS AT THE END OF EACH WORK SHIFT. THIS INCLUDES, BUT IS NOT LIMITED TO: SWEEPING ALL PAVED SURFACES CLEAN, NEAT, AND UNOBSTRUCTED CONDITION.
5. PHASE LIMITS SHOWN ARE APPROXIMATE. EXACT LIMITS TO BE APPROVED IN THE FIELD BY THE ENGINEER.
6. FOR SPECIFIC PHASING NOTES SEE SHEET 9 THROUGH SHEET 10.
7. FOR SAFETY PLANS AND NOTES SEE SHEETS 11 AND 12.
8. IF THE CONTRACTOR FAILS TO RE-OPEN RUNWAY 6-24 OR RUNWAY 13-33 AT THE DESIGNATED TIME, UNLIMITED DAMAGES IN THE AMOUNT OF \$1000 PER HOUR OR MORE SHALL BE ASSESSED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DAMAGES. REFER TO THE CONTRACT SPECIFICATIONS FOR FURTHER INFORMATION.
9. THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON THE AIRPORT DURING NANTUCKET'S ANNUAL DAFFODIL WEEKEND (4 CONSECUTIVE DAYS IN APRIL).
10. PRIOR TO THE COMMENCEMENT OF ANY WORK IN A GIVEN PHASE ALL LIGHTED BARRICADES AND LIGHTED RUNWAY CLOSED MARKERS SHALL BE INSTALLED AND APPROVED BY THE ENGINEER AND AIRPORT.
11. PRIOR TO APPLYING PAVEMENT MARKINGS, THE MARKING LAYOUT SHALL BE APPROVED BY THE ENGINEER.
12. WHEN THE CONTRACTOR IS PERFORMING LIGHT ADJUSTMENTS, THE APPROPRIATE CIRCUIT SHALL BE RECONNECTED AT THE AIRFIELD LIGHTING VAULT.
13. THERE MAY BE INSTANCES WHERE RUNWAY 6-24 CANNOT BE CLOSED AT 9:00 P.M. EVERY EFFORT WILL BE MADE TO ADVISE THE CONTRACTOR PRIOR TO P.M./P.M. ARRIVAL ON SITE.



AS ADVERTISED

TOWN OF NANTUCKET
NANTUCKET MUNICIPAL AIRPORT
NANTUCKET, MASSACHUSETTS

**GENERAL PHASING PLAN
(BASE BID & BID ALTERNATE #1)**

JACOBS

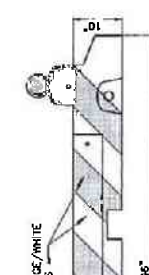
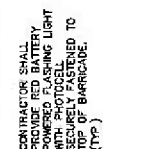
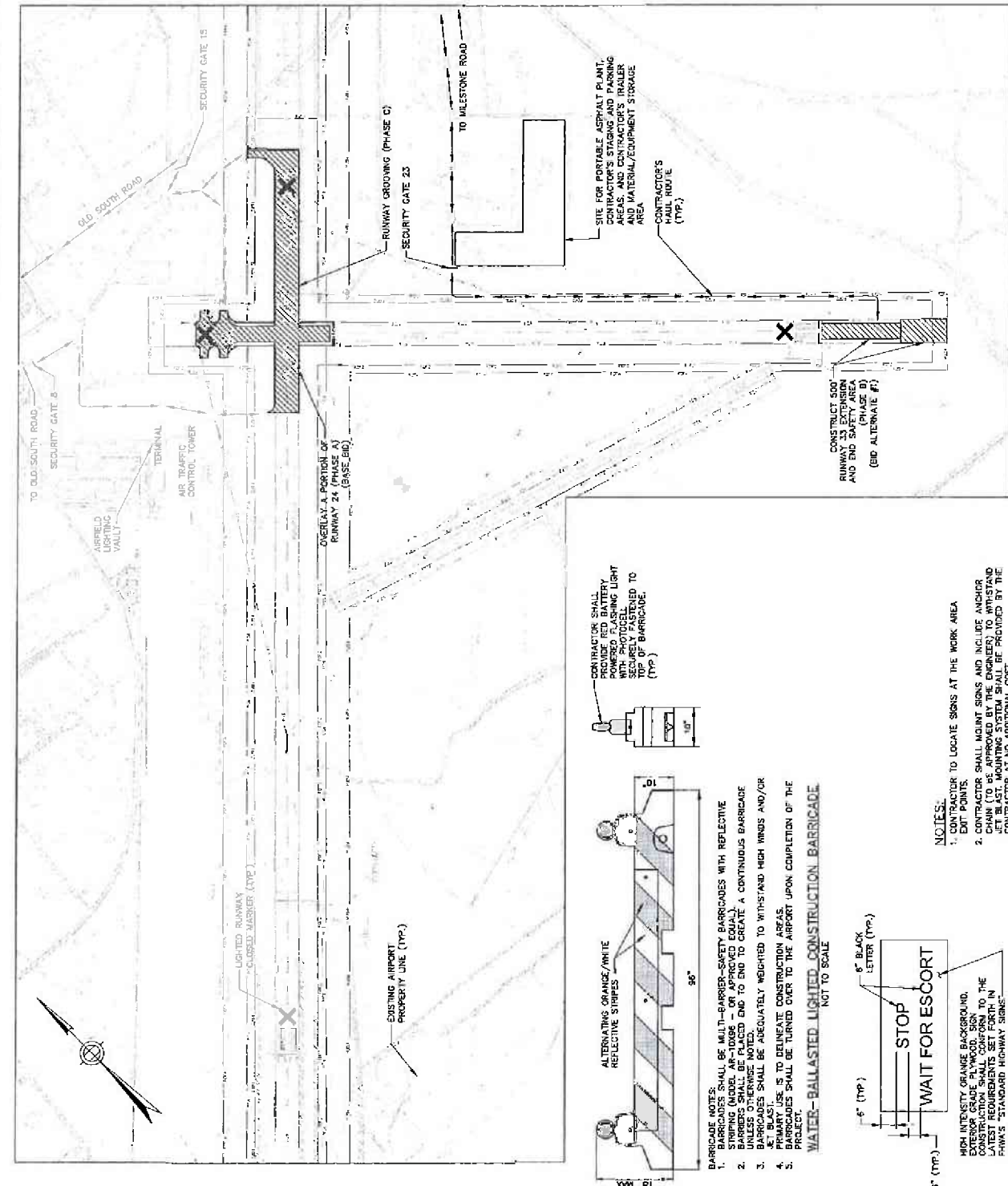
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SUBMITTED BY: JACOBS

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CONSTRUCTION SAFETY AND OPERATIONS NOTES:

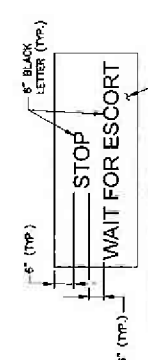
- EXACT LOCATIONS OF LIGHTED CONSTRUCTION BARRICADES AND "WAIT FOR ESCORT" SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER AND THE CONTRACTOR.
- LIGHTED CONSTRUCTION BARRICADES SHALL BE PLACED IN ACCORDANCE WITH THE LOCATIONS APPROVED BY THE ENGINEER AND THE AIRPORT AS SHOWN ON SHEETS 11 AND 12.
- THERE SHALL BE NO ADDITIONAL PAYMENT FOR PROVIDING, TRANSPORTING, SETTING, MAINTAINING, INSTALLING, RELOCATING AND/OR REMOVING BARRICADE LIGHTS, CONSTRUCTION BARRICADES, CHANNELIZER CONES, OR OTHER SAFETY DEVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OPERATIONS TO SAFELY ACTUALLY DEINSTALL ALL DEVICES CLOSED TO AIRPORT OPERATIONS AT THE COMPLETION OF THE PROJECT IN GOOD CONDITION. THE CONTRACTOR SHALL TURN ALL BARRICADES AND LIGHTS OVER TO THE AIRPORT.
- CLOSED RUNWAY MARKERS SHALL BE REMOVED FOR ALL WORK THAT REQUIRES A RUNWAY CLOSURE OF 8 HOURS OR MORE. DURATION FOR ONE SET OF MARKERS WILL BE PROVIDED BY THE AIRPORT FOR CONTRACTOR USE DURING THIS PROJECT. A SECOND SET OF LIGHTED RUNWAY CLOSED MARKERS ARE TO BE PROVIDED BY THE AIRPORT FOR CONTRACTOR USE DURING THIS PROJECT. ALL CLOSED RUNWAY MARKERS SHALL BE PLACED OVER RUNWAY IDENTIFICATION NUMBERS AT BOTH RUNWAY ENDS. LIGHTED CLOSED RUNWAY MARKERS SHALL BE RETURNED TO THE AIRPORT AT THE SPECIAL COMPLETION OF THE PROJECT IN GOOD CONDITION. REFER TO THE SPECIAL ORDERS IN THE SPECIFICATIONS FOR FURTHER REQUIREMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL LIGHTING EQUIPMENT UTILIZED FOR NIGHT WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MOING, SETTING UP AND MAINTAINING THE LIGHTED CLOSED MARKERS.
- ALL WORK WITHIN 200 FEET OF THE RUNWAY 6-24 CENTERLINE REQUIRES THE CLOSURE OF THE RUNWAY. THE CLOSURE OF RUNWAY 6-24 SHALL ONLY TAKE PLACE AS NOTED PRIOR TO CLOSING THE RUNWAY. THE CONTRACTOR SHALL PLACE RUNWAY CLOSED MARKERS OVER THE CENTERLINE OF THE RUNWAY AT BOTH ENDS OF THE RUNWAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL LIGHTING EQUIPMENT UTILIZED FOR NIGHT WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MOING, SETTING UP AND MAINTAINING THE LIGHTED CLOSED MARKERS.
- ALL LIGHTING EQUIPMENT UTILIZED FOR NIGHT WORK SHALL BE CONTROLLED TO PREVENT STRAY LIGHT. THE ENGINEER AND THE AIRPORT SHALL APPROVE ALL LIGHTING EQUIPMENT LOCATIONS.
- WHEN RUNWAYS ARE REQUIRED TO BE CLOSED, THE CONTRACTOR IS RESPONSIBLE FOR MOING, SETTING UP AND MAINTAINING THE LIGHTED CLOSED MARKERS.
- ALL WORK WITHIN 200 FEET OF THE RUNWAY 6-24 CENTERLINE REQUIRES THE CLOSURE OF THE RUNWAY. THE CLOSURE OF RUNWAY 6-24 SHALL ONLY TAKE PLACE AS NOTED PRIOR TO CLOSING THE RUNWAY. THE CONTRACTOR SHALL PLACE RUNWAY CLOSED MARKERS OVER THE CENTERLINE OF THE RUNWAY AT BOTH ENDS OF THE RUNWAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL LIGHTING EQUIPMENT UTILIZED FOR NIGHT WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MOING, SETTING UP AND MAINTAINING THE LIGHTED CLOSED MARKERS.
- ALL LIGHTING EQUIPMENT UTILIZED FOR NIGHT WORK SHALL BE CONTROLLED TO PREVENT STRAY LIGHT. THE ENGINEER AND THE AIRPORT SHALL APPROVE ALL LIGHTING EQUIPMENT LOCATIONS.
- WHEN RUNWAYS ARE REQUIRED TO BE CLOSED, THE CONTRACTOR IS RESPONSIBLE FOR MOING, SETTING UP AND MAINTAINING THE LIGHTED CLOSED MARKERS.



BARRICADE NOTES:

- BARRICADES SHALL BE MULTI-BARRIER-SAFETY BARRICADES WITH REFLECTIVE STRIPES. CONTRACTOR SHALL PROVIDE APPROVED EQUAL SPACING OF STRIPES TO END TO END TO CREATE A CONTINUOUS BARRICADE UNLESS OTHERWISE NOTED.
- BARRICADES SHALL BE ADEQUATELY WEIGHTED TO WITHSTAND HIGH WINDS AND/OR FLOODING.
- PRIMARIES SHALL BE ADEQUATELY WEIGHTED TO WITHSTAND HIGH WINDS AND/OR FLOODING.
- BARRICADES SHALL BE TURNED OVER TO THE AIRPORT UPON COMPLETION OF THE PROJECT.

WATER-BALLASTED LIGHTED CONSTRUCTION BARRICADE
NOT TO SCALE



CONSTRUCTION SIGN
NOT TO SCALE

- NOTES:**
- CONTRACTOR TO LOCATE SIGNS AT THE WORK AREA.
 - EXIT POINTS.
 - CONTRACTOR SHALL MOUNT SIGNS AND INCLUDE ANCHOR CHAIN (TO BE APPROVED BY THE ENGINEER) TO WITHSTAND WINDS AS SPECIFIED IN THE SPECIFICATIONS. PROVIDE BY THE CONTRACTOR AT NO ADDITIONAL COST.
 - SIGNS SHALL NOT BE MOUNTED HIGHER THAN 4' ABOVE EXISTING GRADE.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO SUPPLY SIGNS AT NO ADDITIONAL COST.



AS ADVERTISED

TOWN OF NANTUCKET	
NANTUCKET MEMORIAL AIRPORT NANTUCKET, MASSACHUSETTS	
GENERAL SAFETY AND OPERATIONS PLAN	
(BASE BID & BID ALTERNATE #1)	
JACOBS	
DESIGNED BY: JAC	DATE: 07/11
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SUBMITTED BY: JACOBS

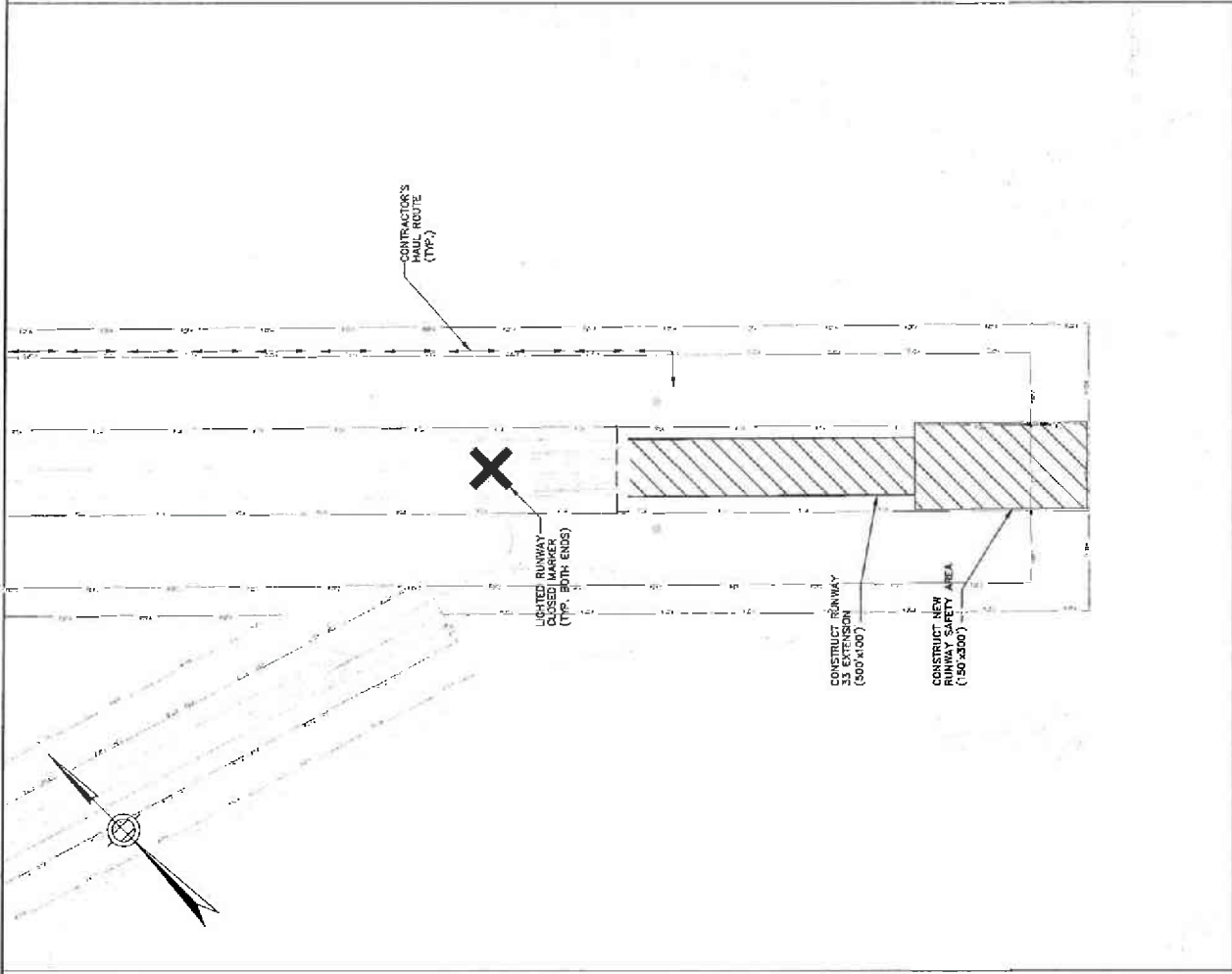
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PHASE B - CONSTRUCT 500' RUNWAY 33 EXTENSION AND END SAFETY AREA (150'x300')

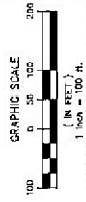
- 90 CALENDAR DAYS (BID ALTERNATE #1 INCLUDING BASE BID)
- THE CONTRACTOR SHALL PERFORM WORK IN THIS PHASE BETWEEN 7:00 AM MONDAY THROUGH 12:00 PM FRIDAY.
- CLOSURE: RUNWAY 15-33.
- RUNWAY MUST BE REOPENED TO AIR TRAFFIC NO LATER THAN 12:00 PM ON FRIDAYS.
- WORK IN PHASE B SHALL COMMENCE MARCH 2012.
- FOR DETAILED SAFETY AND OPERATIONS PLAN, SEE SHEET 12.

MAJOR WORK ITEMS INCLUDE

- EROSION CONTROL DEVICES
- CLEARING AND GRUBBING
- EARTHWORK (SUBGRADE, SHOULDERS, END SAFETY AREA)
- INSTALLATION OF P-154 SUBBASE AND P-208 CRUSHED AGGREGATE BASE COURSES
- HOT MIX ASPHALT PLACEMENT
- INSTALLATION OF CABLE, CONDUIT AND RUNWAY EDGE LIGHTS
- DUCT BANK INSTALLATION
- TOPSOIL AND SEEDING
- PAVEMENT MARKINGS
- PRIOR TO THE START OF ANY WORK IN THIS PHASE, ALL LOW PROFILE BARRICADES MUST BE INSTALLED AND APPROVED BY THE ENGINEER AND AIRPORT.
- ALL EROSION CONTROL DEVICES SHALL BE INSTALLED AND APPROVED BY THE ENGINEER PRIOR TO ANY OTHER WORK COMMENCING IN THIS PHASE.
- ALL WORK IN THE PHASE SHALL BE COMPLETED AND CONDITIONS RESTORED IN A FASHION THAT COMPLES WITH FAA REGULATIONS AT THE END OF EACH RUNWAY CLOSURE. ALL OPEN HOLES AND DEPRESSIONS SHALL BE ENGRAVELLED, GRADED AND COMPACTED. ALL PAVEMENTS SHALL BE SWEPT CLEAR OF DEBRIS.
- AT THE END OF EACH RUNWAY CLOSURE, ALL WORK MUST BE RAISED DOWN TO PROVIDE A TRANSITION OF MAXIMUM 1/8" OF 1/2". ALL DEPRESSIONS ARE TO BE GRADED TO MEET EXISTING CONDITIONS WITH NO RUNTS OR DEPRESSIONS GREATER THAN 3".
- PROPOSED RUNWAY EDGE LIGHT BASES SHALL BE STEEL PLATED, WITH CONDUIT INSTALLED AND CONNECTED TO EXISTING RUNWAY EDGE LIGHTING SYSTEM.
- THE CONTRACTOR SHALL BE CAUTIONED THAT AIRCRAFT WILL BE USING RUNWAY 15-33 AND THE EQUIPMENT MAY BE PARKED OR STAGED ON ANY EXISTING PAVEMENTS UNLESS APPROVED BY THE ENGINEER AND AIRPORT.



AS ADVERTISED



SUBMITTED BY: JACOBS



TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT
NANTUCKET, MASSACHUSETTS

JACOBS

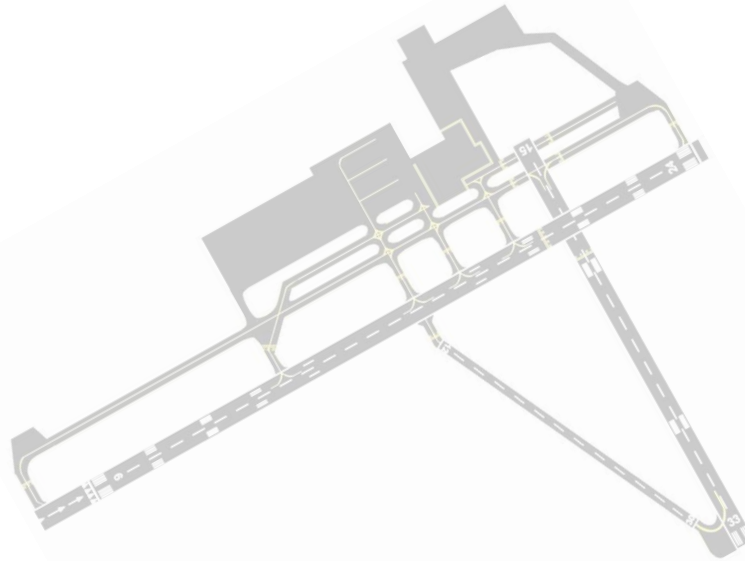
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DRAWN BY: DATE: 02/11 DRAWING NO.:
CHECKED BY: DATE: 02/11 SHEET NO. 12 OF 11A

NO.	REVISIONS	BY	DATE



NANTUCKET MEMORIAL AIRPORT

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Aircraft Operations



NANTUCKET MEMORIAL AIRPORT

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-2012 monthly aircraft operations -

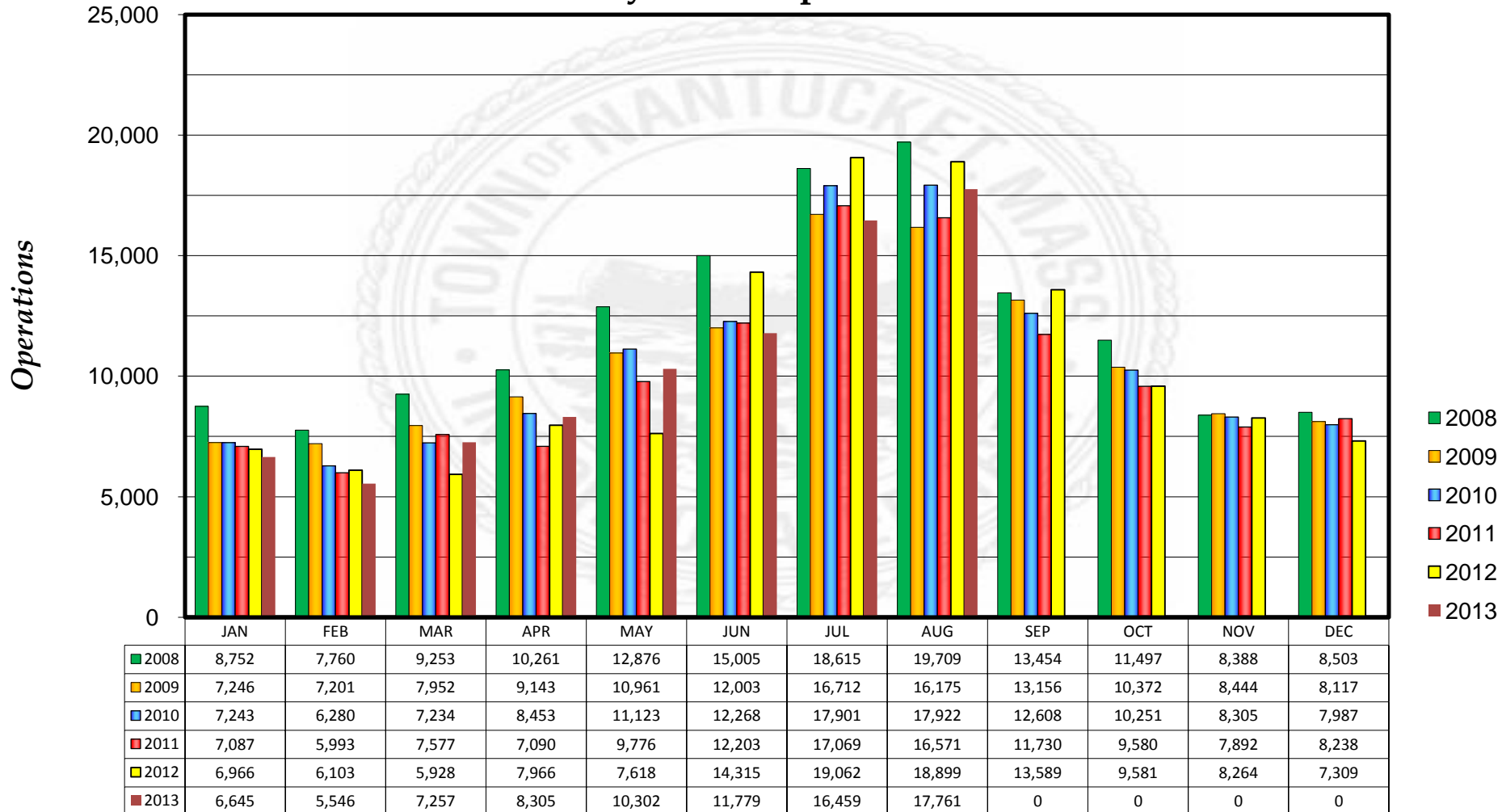
MONTH	ITINERANT					LOCAL			TOTAL OPERATIONS	INSTRUMENT				TOTAL INSTRUMENT
	AC	AT	GA	MILITARY	ITINERANT TOTAL	CIVIL	MILITARY	LOCAL		AC	AT	GA	MILITARY	
JAN	0	5646	1252	66	6964	2	0	2	6966	0	641	183	38	862
FEB	0	4968	1116	15	6099	4	0	4	6103	0	692	176	33	901
MAR	0	4573	1251	59	5908	20	0	20	5928	0	1155	268	25	1448
APR	0	6133	1746	27	7906	60	0	60	7966	0	687	247	17	951
MAY	2	5498	1929	25	7452	69	14	83	7618	76	3003	935	30	4044
JUN	143	9820	4140	82	14185	94	36	130	14315	143	3030	1262	33	4468
JUL	182	12413	6370	75	19040	18	4	22	19062	182	3243	1824	24	5274
AUG	190	12315	6249	99	18853	55	0	46	18899	190	4076	2065	43	6374
SEP	93	9388	3917	161	13559	22	8	30	13589	93	2068	979	61	3201
OCT	32	7022	2360	128	9542	6	33	39	9581	32	1596	565	54	2247
NOV	0	6382	2104	136	8622	2	0	2	8624	90	957	422	86	1555
DEC	0	5864	1393	50	7307	2	0	2	7309	0	1206	278	24	1508
TOTAL	642	90022	33827	923	125437	354	95	440	125960	806	22354	9204	468	32833

-2013 monthly aircraft operations -

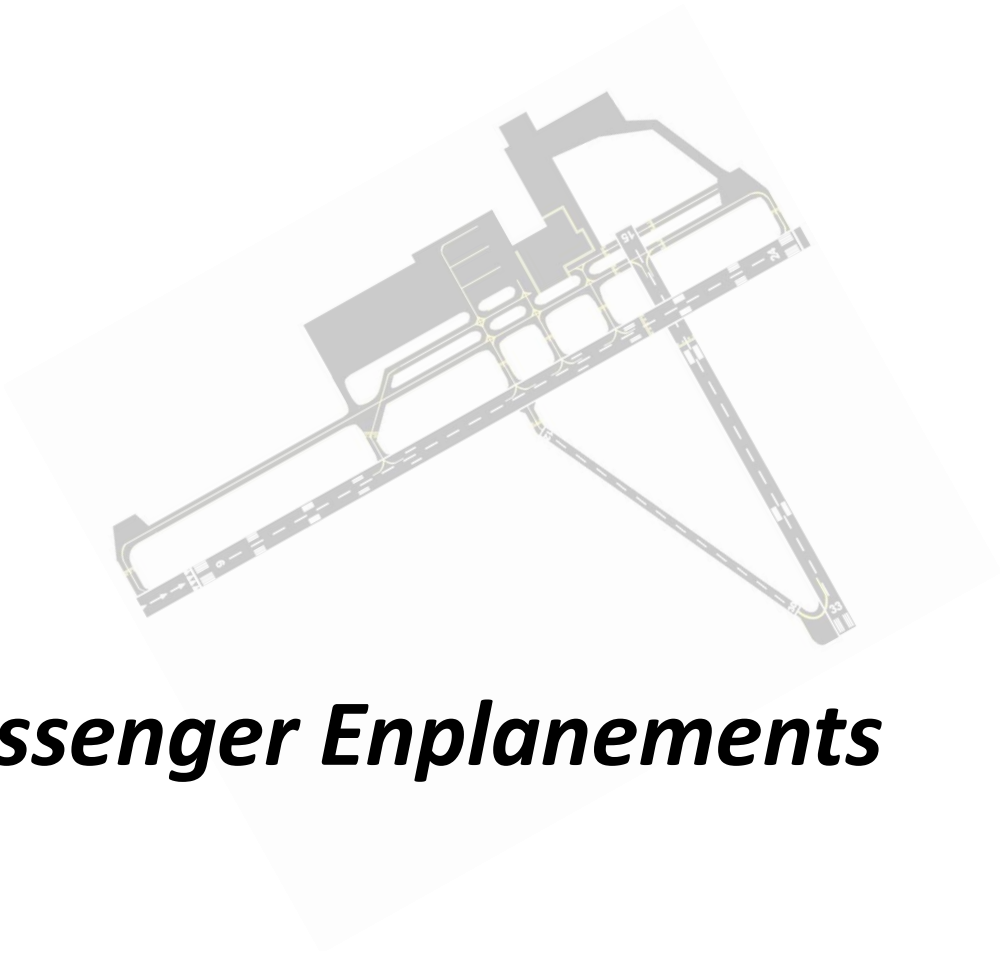
MONTH	ITINERANT					LOCAL			TOTAL OPERATIONS	INSTRUMENT				TOTAL INSTRUMENT
	AC	AT	GA	MILITARY	ITINERANT TOTAL	CIVIL	MILITARY	LOCAL		AC	AT	GA	MILITARY	
JAN	0	5355	1188	96	6639	0	6	0	6645	0	789	170	51	1010
FEB	0	4419	1038	73	5530	16	0	16	5546	13	579	111	30	733
MAR	9	5604	1565	69	7247	10	0	10	7257	0	603	173	37	813
APR	0	6368	1859	78	8305	0	0	0	8305	0	1198	306	48	1552
MAY	76	7532	2619	75	10302	0	0	0	10302	74	2545	922	44	3585
JUN	150	8226	3290	105	11771	8	0	8	11779	150	3190	1206	47	4593
JUL	199	11154	4980	104	16437	22	0	22	16459	199	5909	2546	39	8693
AUG	201	11707	5790	39	17737	18	6	24	17761	201	4388	2278	20	6887
SEP	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OCT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NOV	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DEC	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	635	60365	22329	639	83968	74	12	80	84054	637	19201	7712	316	27866

NANTUCKET MEMORIAL AIRPORT

- monthly aircraft operations -



August 2013



Passenger Enplanements



NANTUCKET MEMORIAL AIRPORT

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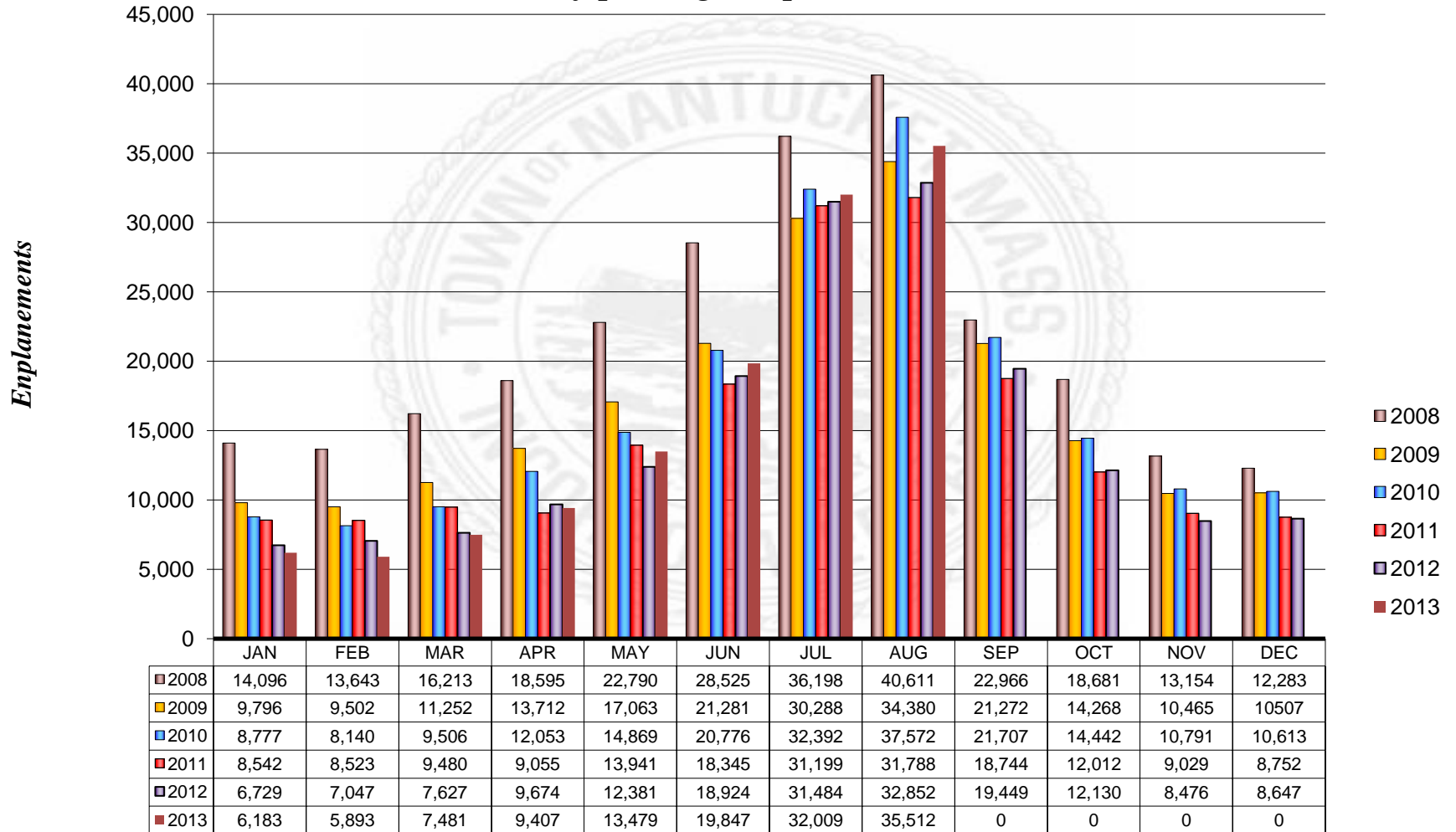


NANTUCKET MEMORIAL AIRPORT - 2013 monthly enplanements -

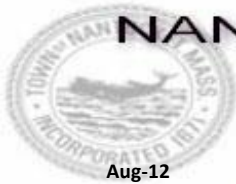
AIRLINE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Cape Air (<i>KAP</i>)	1112	1106	1307	2019	3470	3929	7158	8526					28,627
Piedmont/United	Closed	Closed	Closed	Closed	Closed	1714	3005	3033		Closed	Closed	Closed	7,752
Continental Connection (<i>Comut air</i>)	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	0
Delta Express (<i>Freedom Air</i>)	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	0
Delta Airlines	Closed	Closed	Closed	Closed	Closed	1135	2720	3238		Closed	Closed	Closed	7,093
Island Air (<i>ISA</i>)	3359	3249	4176	5038	5677	5480	6277	6558					39,814
JetBlue Airways	Closed	Closed	Closed	Closed	1774	4591	7536	8406		Closed	Closed	Closed	22,307
Nantucket Air (<i>ACK</i>)	1699	1537	1990	2282	2265	2236	2402	2812					17,223
Tradewind Aviation	13	1	8	68	293	311	905	957					2,556
USAirways (<i>Air Wisconsin - AWI</i>)	Closed	Closed	Closed	Closed	Closed	451	2006	2228		Closed	Closed	Closed	4,685
Monthly Total	6,183	5,893	7,481	9,407	13,479	19,847	32,009	35,758	0	0	0	0	130,057
% Change Prior Year	(8.11)	(16.38)	(1.91)	(2.76)	8.87	4.88	1.67	8.85	(100.00)	(100.00)	(100.00)	(100.00)	0.00

NANTUCKET MEMORIAL AIRPORT

- monthly passenger enplanements -



August 2013



NANTUCKET MEMORIAL AIRPORT

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	Aug-12	Aug-13
ACK-BOS		
CAPE AIR	4387	4924
JET BLUE	1930	2699
TOTAL:	6317	7623

ACK-DCA		
AIR WISCONSIN	2070	2228
TOTAL:	2070	2228

ACK-EWB		
CAPE AIR	1695	1615
TOTAL:	1695	1615

ACK-EWR		
CONTINENTAL	2946	3033
TOTAL:	2946	3033

ACK-HYA		
CAPE AIR	16	39
ISLAND AIR	6696	6558
NANTUCKET AIR	2966	2812
TOTAL:	9678	9409

ACK-HPN		
CAPE AIR	589	738
TOTAL:	589	738

ACK-JFK		
DELTA	2008	2663
JET BLUE	5443	5707
TOTAL:	7451	8370

ACK-LGA		
DELTA	533	575
TOTAL:	533	575

ACK-MVY		
CAPE AIR	501	510
TOTAL:	501	510

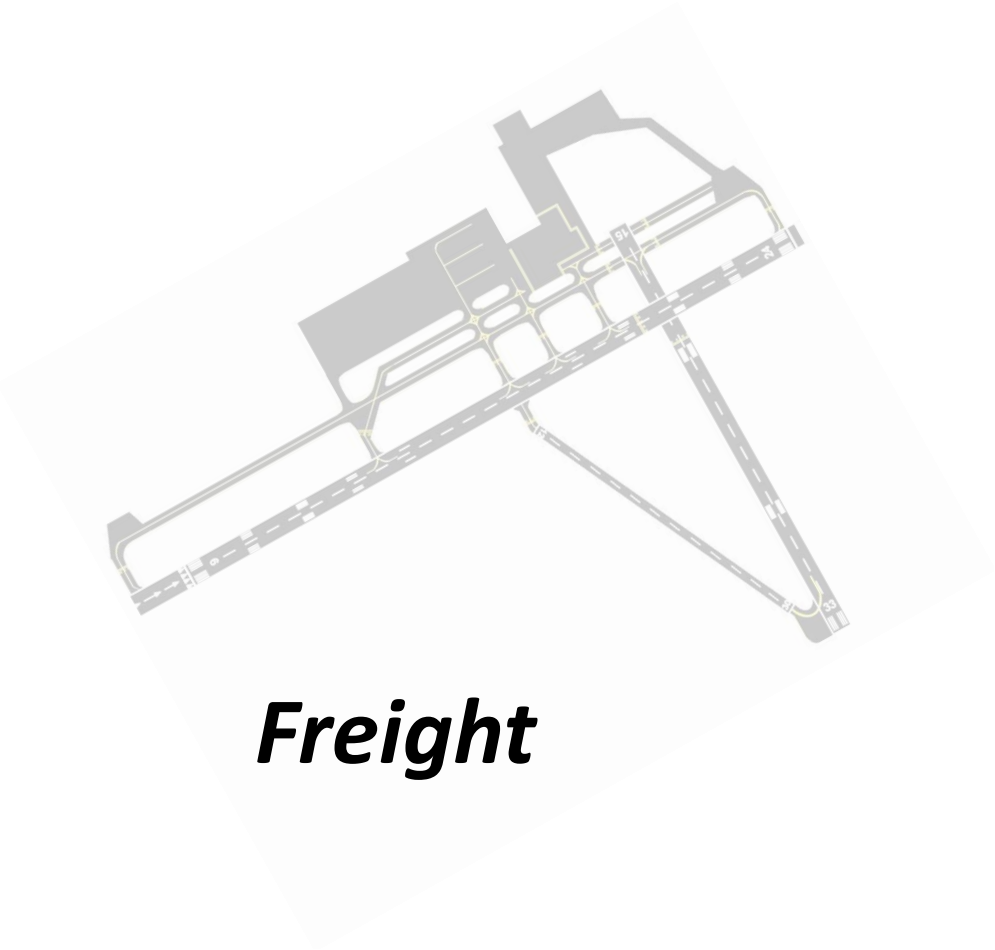
ACK-PVD		
CAPE AIR	789	700
TOTAL:	789	700

COMBINED TOTAL: 32,569 34,801



NANTUCKET MEMORIAL AIRPORT

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Freight



NANTUCKET MEMORIAL AIRPORT

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NANTUCKET MEMORIAL AIRPORT - 2013 monthly freight -

AIRLINE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Cape Air (KAP)	72,581	56,309	61,581	68,765	69,878	92,961	78,027	90,506					590,608
Island Air (ISA)	47,084	37,951	53,076	62,334	96,930	107,996	127,426	139,568					672,365
Wiggins-FedEx	17,720	20,649	25,489	37,112	51,972	77,857	96,022	77,641					404,462
Wiggins-UPS	2,633	6,167	1,645	1,427	7,795	5,722	6,170	3,355					34,914
Monthly Total	140,018	121,076	141,791	169,638	226,575	284,536	307,645	311,070	0	0	0	0	1,702,349
% Change Prior Year	9.94	3.23	0.90	6.03	10.02	(4.25)	(7.72)	(10.48)	(100.00)	(100.00)	(100.00)	(100.00)	0.00