

NANTUCKET MEMORIAL AIRPORT COMMISSION

September 9, 2014
Agenda

1. Review and Approve:
 - a. Agenda
 - b. 7/15/14 Minutes
 - c. 8/12/14 Minutes – *Pending*
 - d. Ratify 8/20/14 Warrant
 - e. Ratify 9/3/14 Warrant
 - f. Approve 9/10/14 Warrant
2. Public Comment
3. Election of Officers
4. **022613-2** Master Plan and Sustainability Program Update
 - a. Discussion of Draft Chapter 6 – “Facility Requirements”
 - b. Discussion of Draft Chapter 7 – “Financial Benchmarking”
5. Pending Leases/Contracts as Set Forth on Exhibit 1, which Exhibit is Herein Incorporated by Reference
6. Pending Matters
 - a. **070913-1** TON Memorandum of Understanding (MOU) Update
 - b. **042214-2** Formerly Used Defense Site (FUDS) Status
7. Various Personnel Matters
 - a. Job/Salary Classification Plan Study Update
 - b. Ratify Changes to Non-Union Personnel Manual
8. MassDOT Grant Awards & Associated Assurances
 - a. **090914-1** Commission Signing Authority
 - b. **090914-2** Security Upgrades Grant/Assurances - \$19,400.00
 - c. **090914-3** ARFF Vehicle Grant/Assurances - \$31,875.00
9. **090914-4** FY16 Capital Requests
10. **090914-5** Review and Approve of FY15 Disadvantaged Business Enterprise Plan
11. Manager’s Report
 - a. Other Project Updates
 - b. RFP/Bid Status
 - c. Operations Update
 - d. July Statistics
12. Sub-Committee
 - a. Sub-Committee Appointment Discussion
 - b. Schedule Environmental Sub-Cttee Meeting
13. Commissioner’s Comments
14. Public Comment
15. Executive Session – G.L. c.30A, §21
 - a. Review ES minutes of 8/28/12, 9/18/12, 12/4/12, 12/11/12, 2/26/13, 4/23/13, 5/28/13, 8/27/13, 9/10/13, 9/24/13, 10/8/13, 10/22/13, 11/12/13, 12/10/13, 1/14/14, 2/25/14, 3/11/14, 3/25/14, 4/22/14, 6/24/14 and 7/15/14 for possible release; and 8/12/14 for review and possible release, and
 - b. Clause 3: To conduct strategy session with respect to collective bargaining where if held in Open Session, may have a detrimental effect on the bargaining position of the Airport Commission



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

DRAFT

AIRPORT COMMISSION MEETING

July 15, 2014

The meeting was called to order at 5:00 PM by Chairman Daniel W. Drake with the following Commissioners present: Arthur D. Gasbarro, Vice Chair, 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 Rafter, Airport Manager, Lara Hanson, Operations Superintendent/FBO and Janine Torres, Office Manager.

Mr. Drake announced the meeting was being recorded.

Mr. Drake suggested swapping Agenda items 4 (Various Personnel Matters) and 8 (Master Plan & Sustainability Program Update) to accommodate both consultants. No objections were made and the Agenda was approved as modified.

Ms. Topham made a **Motion** to approve both the 5/27/14 Workshop Minutes and 5/27/14 meeting Minutes. **Second** by Ms. Planzer and **Passed** unanimously.

Mr. Gasbarro made a **Motion** to ratify the 6/30/14 Warrant. **Second** by Ms. Topham and **Passed** unanimously.

Election of Officers

After brief discussion, the election of officers was tabled until the September 9th meeting to allow Mr. Bouscaren to vote.

Public Comment

Mr. Rafter introduced the new Town Finance Director, Brian Turbitt.

At 5:04 p.m., newly appointed, but not yet sworn in, Commissioner, Anthony Bouscaren, called into the meeting to participate remotely due to geographical distance. Mr. Drake noted Town Counsel had opined that Mr. Bouscaren could participate in discussion, but could not yet vote.

022613-2 Master Plan and Sustainability Program Update

Mr. Rafter presented a handout, Remaining Work Tasks – Nantucket Master Plan, provided by Dave Chamberlain, Principal in Charge of the Master Plan from Jacobs Engineering. Mr. Chamberlain assured the Commission the Master Plan would be completed to their expectations. Mr. Chamberlain reviewed the Work Task Plan noting another Working Group meeting is planned for the end of September.

The Commission offered comments regarding the one-sided format of the Working Group meetings as well as the lack of frequent updates to the Master Plan website.

Finance Update

071514-1 Preliminary FY14 Profit & Loss – Mr. Rafter presented a handout of the preliminary FYE14 Operating actuals noting a profit of \$90K with the \$305K Town subsidy and a loss of \$214K without the subsidy.

071514-2 Fuel Revolver Update – Mr. Rafter reported the FY14 Fuel Revolver shows a profit of \$164K.

Mr. Drake asked how the actual expenses compare to the budget. Mr. Rafter did not have the budget numbers with him but thought the actual expenses were down approximately \$300K from the budgeted expenses.

Mr. Rafter noted the Board of Selectman quarterly update is scheduled for August 20th.

Mr. Gasbarro suggests providing the final numbers to Jacobs for the financial feasibility portion of the Master Plan in particular how it relates to the Rates and Charges.

Mr. Drake remarked, that should there be no relief from the pending Legislature on Revolving Funds, the Commission may want to consider lowering the amount of the Fuel revolver.

Brief discussion took place regarding the possibility of obtaining an Airport credit card for emergency purposes as long as certain protocols were in place. Mr. Drake suggested Mr. Rafter discuss this with Mr. Turbitt.

Pending Leases & Contracts

Mr. Rafter presented the following pending contracts:

- **Oshkosh Corp** – for \$629,747 for the purchase of a new Aircraft Rescue Fire Fighting Vehicle which has been awarded AIP Grants totaling 95% of the cost from the FAA and MassDOT.
- **Kobo Utility Construction Corp** – for \$295,255 for AIP Security Upgrades project which has been awarded AIP Grants totaling 95% of the cost from the FAA and MassDOT.

Ms. Topham made a **Motion** to approve the Contracts with Oshkosh Corp and Kobo Utility Construction Corp. **Second** by Ms. Planzer and **Passed** unanimously.

Pending Matters

042214-2 Formerly Used Defense Site – Mr. Rafter noted having finally received the letter from the Army Corps of Engineers (Corps) noting the initial intent to initially test within the 2 acre MRS sites and dependent on those results, may extend outside the MRS boundaries. The letter also stated sampling conducted by other parties outside of the MRS site would not jeopardize remediation funding.

In answer to an e-mail inquiry from Mr. Cohen, Attorney for G.J. Smith, Mr. Rafter presented a plan depicting the approximate coordinates of the MRS Site in relation to the proposed G.J. Smith lot.

Mr. Drake asked Ms. Topham to read aloud the email from Town Counsel advising that the MRS investigation by the Corps to be completed before allowing any other soil disturbing activity surrounding the site to take place.

Discussion led to Mr. Drake and Ms. Planzer suggesting allowing Mr. Smith to move forward with soil sampling at his expense as long as a document is in place prior noting the risk Mr. Smith would be taking with no guarantee a Lease would be forthcoming based on the results of the MRS investigation. Mr. Gasbarro and Ms. Topham were opposed to allowing Mr. Smith to move forward, noting only 100 feet separate the MRS site from Mr. Smith pending lease parcel.

Mr. Cohen commented his client would be willing to move forward with a document in place as Mr. Drake and Ms. Planzer suggests.

After brief discussion the Commission tabled to allow Town Counsel to advise on a document as discussed.

070913-1 TON Memorandum of Understanding (MOU) Update – Mr. Rafter reported he had attended a procurement meeting with all Town Departments and Town Counsel at which Town Counsel opined that the Procurement Law does not require aggregating expenditures with a single vendor by the Airport or Water Company as Enterprise Funds under control separate from the Board of Selectman. Each of those bodies has its own \$10,000 annual limit. The results of this meeting will allow the Procurement Office to finalize the new Procurement Procedure and thusly enable a new MOU to be established.

071514-3 Hangars 5 & 6 - Mr. Rafter reported Hangar 6, owned by Mr. Bill McGrath, is in need of repair; however the land lease with the Airport expires 11/30/15. Mr. McGrath owner of Hangar 6 has expressed interest in a new land lease to allow him to amortize the cost of repairs.

Mr. McGrath explained he and the owner of Hangar 5 were notified several years ago that the airport intended to remove the hangars at that time due to their location within the Runway Protection Zone (RPZ). He explained this was the last official notification from the Airport. Since then, the FAA determined the location within the RPZ was allowable. Mr. McGrath met with Mr. Rafter soon after his arrival to discuss how to move forward.

Mr. Rafter added discussing with Town Counsel who subsequently discussed with the Inspector General's Office the use of the aviation exemption in awarding a lease. Town Counsel had received a verbal approval of using the aviation exemption.

Mr. Drake added the original lease had the hangars revert ownership to the Airport upon their expiration. Mr. Rafter noted the Master Plan has the ramp being squared off requiring the hangars to be removed; but added he didn't see it as an immediate need.

When asked, Mr. McGrath stated he would like another 10 year lease. Mr. Rafter added he's not concerned over the term so long as the agreement has a provision should the Airport need the land within the term.

After brief discussion each Commissioner expressed support of extending the lease in should the aviation exemption apply.

GA/Administration Building PCO Update – Mr. Rafter presented three change orders to the Commission for ratification: Change Orders numbers 20, 21 and 24R totaling \$7,662.69. **Motion** by Mr. Gasbarro to ratify PCO 20, 21 and 24R in the amount of \$7,662.69. **Second** by Ms. Topham and **Passed** unanimously.

Manager's Report

Other Project Updates - Mr. Rafter reported:

- **GA/Admin Building** - Pricing is being obtained for installing irrigation and sod.
- **ATCT** - The 10% design plans were received and the review meeting is scheduled for July 30th. Contractor pre-qualification RFQ is being developed to shorten the bid process once 100% design is complete.

Operations Update – Mr. Rafter reported:

- On July 3rd, the Jet A portion of the Fuel Farm went out of service, after an extensive inter-state search, the part was located and flown from New Jersey, via charter, to Nantucket where Airport staff was able to install and have the farm operational late the same evening. Two days later on Saturday, there was an electrical malfunction in the Jet A pumps and components were able to be switched between the from the AvGas system to the Jet A system.. Mr. Rafter noted if we had lost access to the JetA farm over the holiday weekend, we would have lost \$270K in fuel sales. Mr. Rafter commended the staff for their diligent work. Overall fuel sales were up 17% over FY13 for July 4th timeframe.
- The Carbon Neutral kick-off meeting with Governor Patrick went very well.
- The Nantucket Flying Association's Aviation Camp was also a success. In addition to meeting the Governor at the Carbon Neutral ceremony, Chris Hart of the NTSB also came and spoke to the campers.
- July 4th Operations were heavy resulting in RW 15/33 being closed and used for large aircraft parking. Mr. Rafter had spoken with the FAA previous to the weekend about issuing a ground stop and a procedure was in place if it had been needed but only would have been used in a worst case scenario.
- Our Part 139 triennial full-scale emergency exercise is scheduled for September 24th.
- An Airport tenant meeting is scheduled for July 17th at 10:30 a.m.
- Working with MassDOT-Aeronautics contractor updating the Economic Impact Study by completing a survey and distributing the survey to our tenants. This results of this state-wide survey helps MassDOT in obtaining funding for airport projects. Mr. Drake added the last study indicated Nantucket Airport is responsible for approximately 4,000 jobs, both directly and indirectly, the 3rd biggest in the State.
- The Airport has gone through and continues to go through some staffing challenges for finding and keeping seasonal staff.

Travel Requests – Mr. Rafter indicated he would be attending the Northeast Chapter AAAE National Conference August 9th – 13th in Buffalo, NY as well as the National Airports Conference, September 28th – 30th in Portland, OR. Mr. Gasbarro made a **Motion** to approve both travel requests for August 9th – 13th and September 28th – 30th. **Second** by Ms. Planzer and **Passed** unanimously.

Various Personnel Matters

- **Personnel Sub-Committee Minutes** – the draft July 1, 2014 Personnel Sub-Committee minutes were handed out and not discussed.
- **Review and Discuss Recommended Changes to Non-Union Personnel Manual** – Mr. Rafter presented a handout of changes to the non-union personnel manual currently under review with Town Counsel pertaining to the FLSA status of the non-union employees and the accrual of comp time and overtime pay. After brief discussion reviewing the changes, Ms. Topham made a **Motion** to approve the change subject to Counsel's approval. **Second** by Ms. Planzer and **Passed** unanimously.
- **Review and Discuss the Job/Salary Classification Plan Study** – At 6:10 p.m., Mr. Don Jacobs of D. I. Jacobs Consulting Company, the Town's compensation consultant was conferenced into the meeting via telephone. Mr. Jacobs reviewed the Classification and Compensation Study Summary Report emphasizing this is a "market study" not a cost of living study. The presentation included creating consistent job descriptions, developing classification and compensation studies.

Should the Commission move forward, Mr. Jacobs' noted his next steps would be to review current job descriptions and compensation plan, work with employees to update job descriptions, and develop a marketplace survey instrument for Commission review and approval.

During discussion, Mr. Gasbarro asked if the TON's study included benefits to which Mr. Jacobs answered it was based on base salary only. Can include in Airport's study if desired.

Discussion moved to the cost of the study. Mr. Jacobs explained it was at first unclear if the Airport was included but agreed the non-union personnel were. If benefits study and union personnel are to be included, there will be additional cost.

Mr. Jacobs disconnected at 6:35 p.m.

After brief discussion, Mr. Gasbarro made a **Motion** to allow Mr. Rafter to give the authorization to proceed to Mr. Jacobs with the non-union compensation survey and to negotiate a price, not to exceed \$5K for additional survey with union personnel and/or benefits. **Second** by Ms. Planzer and **Passed** unanimously.

Sub-Committee

- **Airport Sub-Committee Assignment Discussion** was tabled until September.
- **Representation on TON Personnel Compensation Review Committee.** Ms. Topham announced her desire to resign from the Committee. The subject was tabled until September.

Commissioner's Comments

Mr. Gasbarro reported meeting with Mr. Rafter to review some information Mr. Karberg has been working on and suggests the Fly Friendly program be an August agenda item. Mr. Drake suggested Mr. Gasbarro involve Mr. Bouscaren by briefing him on the subject.

Mr. Drake announced he is scheduled to be in Boston the month of September to deal with some health issues; but will participate in the September meeting by phone.

Ms. Topham is glad to hear Mr. Rafter is pleased with the staff and wants her appreciation known as well.

Public Comment

None.

Having no further business, Mr. Gasbarro made a **Motion** to adjourn into Executive Session, not to reconvene in Open Session, to review executive session minutes as enumerated on the Agenda to review and possible release; and to conduct strategy session with respect to collective bargaining where if held in Open Session, may have a detrimental effect on the bargaining position of the Airport Commission. **Second** by Ms. Planzer and **Passed** by the following roll-call vote:

Mr. Drake – Aye

Mr. Gasbarro - Aye

Ms. Topham – Aye

Ms. Planzer – Aye

Meeting adjourned at 6:45 pm.

Respectfully submitted,

Janine M. Torres, Recorder

Master List of Documents Used

7/15/14 Agenda including Exhibit 1

5/27/14 Draft Workshop Minutes

5/27/14 Draft Regular Meeting Minutes

6/30/14 Warrant Commission Approval Sheet

Jacobs Engineering Master Plan Remaining Work Tasks

Preliminary MUNIS YTD Budget Status Report (Handout)

Oshkosh Contract for ARFF Vehicle

Kobo Utility Construction Corp Contract for Security Upgrades

Army Corps of Engineers letter dated 7/14/14

Email from Cohen to Rafter dated 7/15/14, subject Commission Agenda (Handout)

Bunker Plot Plan depicting Approx. MRS Site in relation to Smith lot

Email from Holland to Rafter dated 7.15.14 Subject FUDS ACE Letter (Read Aloud)

GA/Admin Change Order Log dated 7/15/14 & Associated PCO #20, 21 & 24R

NEC-AAAE 56th Annual Conference Registration Form

F. Russell Hoyt National Airport Conference General Information

Personnel Sub-Committee 7/1/14 Draft Minutes (Handouts)

Email from Topham to Drake dated 7/11/14 subject Personnel Manual Redraft

Proposed Revision to Administrative Personnel Manual, Section III Work Schedules and Overtime

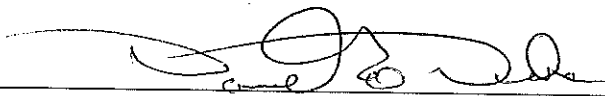
Existing Language in Administrative Personnel Manual, Section III Work Schedules

Airport Commission Sub-Committee Assignments Effective 4/11/14 – 6/30/14

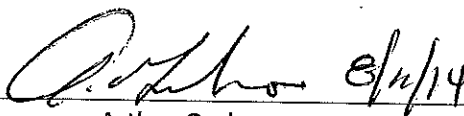
DI Jacobs Classification & Compensation Study Summary Report dated 6/11/14

Warrant 08/20/2014

Please Sign and Date

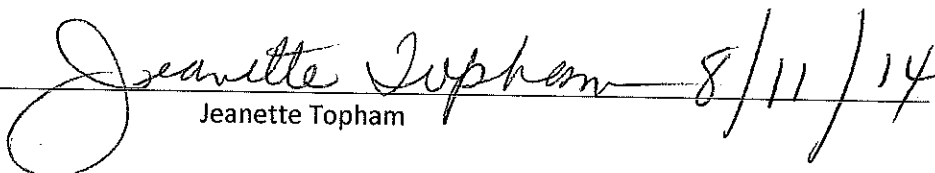
 8/12/14

Daniel Drake

 8/11/14

Arthur Gasbarro

Andrea Planzer

 8/11/14


Jeanette Topham

Anthony G. Bouscaren

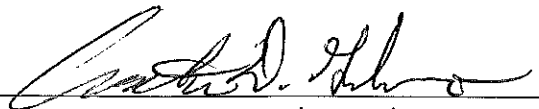
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Batch# <u>2110</u>	Total ⁶ <u>23,327.93</u>	Batch Date <u>8/9/14</u>	Initial <u>JDT AB DM</u>
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Batch# _____	Total _____	Batch Date _____	Initial _____

Warrant 09/03/2014

Please Sign and Date

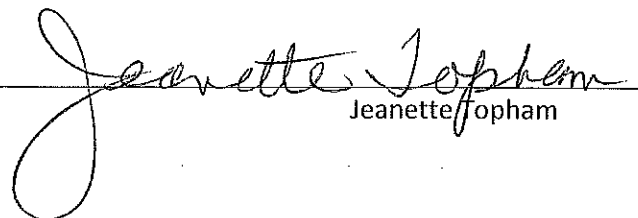
 8/21/14

Daniel Drake

 8/27/14

Arthur Gasbarro

Andrea Planzer

 8/26/14


Jeanette Iopham

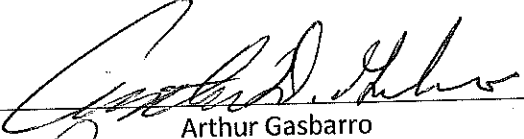
Anthony G. Bouscaren

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Batch# <u>2182</u>	Total <u>\$23,911.15</u>	Batch Date <u>8/20/14</u>	Initial <u>JD TAG SD</u>
Batch# <u>2183</u>	Total <u>\$24,949.58</u>	Batch Date <u>8/20/14</u>	Initial <u>JD TAG SD</u>
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Batch# <u>2195</u>	Total <u>\$266,221.50</u>	Batch Date <u>8/22/14</u>	Initial <u>JD TAG SD</u>
Batch# <u>2196</u>	Total <u>\$26,064.75</u>	Batch Date <u>8/22/14</u>	Initial <u>JD TAG SD</u>
Batch# <u>2237</u>	Total <u>\$4,091.-</u>	Batch Date <u>8/27/14</u>	Initial <u>SD</u>
Batch# _____	Total _____	Batch Date _____	Initial _____

Warrant 09/10/2014

Please Sign and Date

 9/2/14
Daniel Drake

 9/3/14
Arthur Gasbarro

 9/4/14
Andrea Planzer

 9/3/14
Jeanette Topham

Anthony G. Bouscaren

Batch# <u>2257</u>	Total <u>186,631.37</u>	Batch Date <u>8/28/14</u>	Initial <u>DD AG JBT</u>
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Nantucket Airport
Airport Master Plan and Sustainability Program
AIP No. 3-25-0033-57-2013

STATUS REPORT
Week of September 2, 2014

Public Outreach Program

- All Public Outreach tasks on hold, pending Commission review of Chapter 7- Alternatives in progress.

Master Plan Tasks

- Chapter 1 – **Public Outreach**
 - Submitted final draft. Awaiting approvals for posting on Master Plan website
- Chapter 2 - **Airfield Inventory and Operations Inventory**
 - Incorporated all Commission, Airport Staff and WG comments on Chapter 2
 - Submitted final draft. Awaiting approvals for posting on Master Plan website
- Chapter 3 – **Environmental Inventory**
 - Submitted final draft. Awaiting approvals for posting on Master Plan website
- Chapters 4 & 5 - **Air Service Trends and Forecasts of Aviation Demand**
 - Chapter 4 awaiting June and July 2014 enplanements data, for updating to include comments on fast ferry competition.
- Chapter 6 - **Facility Requirements**
 - Submitted review draft. Awaiting comments and suggested revisions for final draft.
- Chapter 7- **Alternative Concepts**
 - Submitted preliminary review draft for comments and suggested revisions.
 - Continuing production of Chapter 7 text and graphics for review with Tom Rafter
- Chapter 8- **Facilities Implementation Plan/5-Year CIP**
 - (Future task to follow completion of Chapter 7)
- Chapter 9- **Financial Feasibility Plan**
 - Benchmarking Study submitted for review. Awaiting approvals for posting on website.
 - (Remaining Financial Feasibility Plan is a future task to follow completion of Chapter 8)
- Chapter 10- **Airport Layout Plan (ALP)**
 - Property Line Survey submitted for comments. Discussed next steps for review with NPEDC and actions on surplus parcels.
 - (ALP sheets are a future task to follow completion of Chapter 8)

Environmental Sustainability Tasks

- Coordinated with Noah Karberg on solar array location alternatives and South Ramp PCL concept
- (MEPA ENF to be prepared upon completion of 5 Year CIP in Chapter 8.)

Extra Tasks - Submitted ACK Emergency Plan Grid Map. Awaiting final approval.



CHAPTER 6 – Facility Requirements

–FINAL DRAFT–



August 2014

Prepared by:
Jacobs Engineering

Prepared for:
Nantucket Memorial Airport Commission



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Chapter 6 - Facility Requirements

6.0 Introduction

The basic objective of this Master Plan is to maintain the Airport's existing facilities, while meeting the FAA's airfield design and operational safety standards. The selected forecast from Chapter 5, "Aviation Activity Forecasts", is the "Status Quo" forecast. That Status Quo forecast is used as the basis for planning the needs of existing and future facilities, and assumes neither significant increases in passenger enplanements nor significant changes in the aircraft fleet over the next 20 years. However, two segments of aviation activity that have exhibited recent growth at ACK are expected to continue. These are the regional service provided by four major airlines (JetBlue, Delta, United, US Airways) to large hub airports in the summer months, and the activity of corporate/private jets. Under the worst-case 'downward trends' assumptions from Chapter 5, there may be added pressures on the C-402 fleet which could reduce their frequency of operations on the ACK-HYA runs, as well as on passenger enplanement levels due to competition from new Fast Ferry service. The implications of each are reflected in the Facility Requirements, as discussed below.

It should be noted that, even with existing activity levels, there are several areas of Nantucket Airport that are regularly congested during the summer months which create passenger inconvenience and operational safety issues:

- Inside the terminal building, including the passenger hold room, TSA security screening area, and airline ticket counters/queuing area;
- The terminal apron parking positions when airline schedules overlap and delays occur due to fog or severe weather at the destination airports; and
- The GA South Apron when private jets with large wingspans require adequate space for safe maneuvering and parking.

The congestion experienced during summer months that results from the Airport's servicing the Island's seasonally based high-end tourism economy is expected to continue throughout the Status Quo forecast period. The Facility Requirements to meet the existing and anticipated Status Quo forecast needs can be grouped into five categories:

1. **Safety and Security Improvements** for Compliance with Existing FAA Design Standards;
2. **Capacity Improvements** to Reduce Congestion and Improve Traffic and Passenger Flow;
3. **Efficiency Improvements** to Improve Operations and Maintenance Facilities;
4. **Revenue Improvements** to Improve Income Streams and Financial Stability; and
5. **Environmental/ Sustainability Improvements** to Improve the Stewardship of Resources.

The following sections are grouped into these five categories of Facility Needs. Alternatives which address each of the needs are presented in **Chapter 7 – Alternative Improvement Concepts**.



6.1 Safety and Security Improvements

This section describes those facilities or improvements needed to bring the airport into compliance with the standards in FAA’s Advisory Circular (AC) 150/5300-13A (Change 1), dated 2/26/2014 as well as to enhance airport security.

The FAA Design Standards which trigger these existing deficiencies are discussed in more detail, below. The time frame for addressing the existing deficiencies generally involves short-term (up-to five years), medium-term (six to ten years), and long-term (eleven to twenty year) periods. Long range planning primarily focuses on a more general assessment of needs, while short-term analysis focuses on immediate action items. Other initiatives, discussed in Chapter 7, may not include facility improvements, but focus instead on short-term revenue and sustainability enhancements. The priorities for addressing these deficiencies will be established by the Airport Commission, in collaboration with the FAA and MassDOT, during the preparation of Chapter 8 – “Facilities Implementation Plan/ACIP”.

6.1.1 Design Standard Deficiencies

The runways, taxiways and aircraft parking aprons at ACK were analyzed for compliance with FAA design standards, and the ability to handle existing and forecast levels of demand. Each runway has unique characteristics which serve different operational needs for different aircraft. The individual FAA Runway Design Standards, as applied to ACK’s runways, taxiways, and aprons are described in the following sections.

6.1.1.1 Runway Design - Length and Width

FAA Advisory Circular 150/5325-4B *Runway Length Recommendations for Airport Design* provides guidance for determining runway length requirements for planning purposes, although airlines may establish their own Operational Specifications for runway lengths. The recommended runway lengths are calculated using the airport elevation, average maximum daily temperature of the hottest month, with no wind corrections, and the runway gradient, plus aircraft weights.

Table 6-1 below presents the recommended runway lengths using Table 1-1 on Page 3 of AC 150/5325-4B.

Table 6-1 Existing Runway Lengths ¹ and Widths	
Airport Elevation	47 ft. Mean Sea Level (MSL)
Mean Daily Maximum Temperature of the Hottest Month	76°F (July)
Maximum Difference in Runway Centerline Elevation	20.2 ft.
Runway 6-24 Length and Width	6,303 ft./150 ft.
Runway 15-33 Length and Width	4,500 ft./100 ft.
Runway 12-30 Length and Width	2,696 ft./50 ft.
Runway Length Recommended for Airport Design	
Small Airplanes with Approach Speeds Less than 30 Knots	301.41 ft.
Small Airplanes with Approach Speeds between 30 & 50 Knots	803.76 ft.

¹ Source: FAA AC 150/5325-4B, *Runway Length Requirements for Airport Design*, Figure 2-1, *Use only 100% of small airplanes with less than 10 passenger seats for airport elevations exceeding 3,000 feet; Figure 3-1 & 3-2.



Small Airplanes with Approach Speeds greater than 50 Knots	
95% of these Small Airplanes	2,950 ft. (Approx.)
100% of these Small Airplanes*	N/A
Large Airplanes with MTOW of 60,000lbs or less	
75% of these Large Airplanes at 60% Useful Load	4,600 ft.
75% of these Large Airplanes at 90% Useful Load	7,600 ft.
100% of these Large Airplanes at 60% Useful Load	4,900 ft.
100% of these Large Airplanes at 90% Useful Load	7,300 ft.

The FAA Runway Length Analysis indicates that at 6,303 feet, Runway 6-24 currently accommodates 100% of large airplanes weighing less than 60,000 pounds at 60% useful load and 75% of large airplanes at 90% useful load.

A more detailed analysis of runway length requirements was conducted based on the typical fleet mix operating at ACK as shown in **Figure 6-1** on the following page. These selected aircraft are expected to make substantial use of the runways through the 5-year short-term planning period. The typical take off performance shown is based on sea level, standard temperature (59°F), and MTOW (maximum take-off weight). The calculations should not be used as a substitute for aircraft manufacturer specifications.

The analysis shows that the runways are able to accommodate 95% of the aircraft without requiring weight penalties under standard atmospheric pressure and temperature.

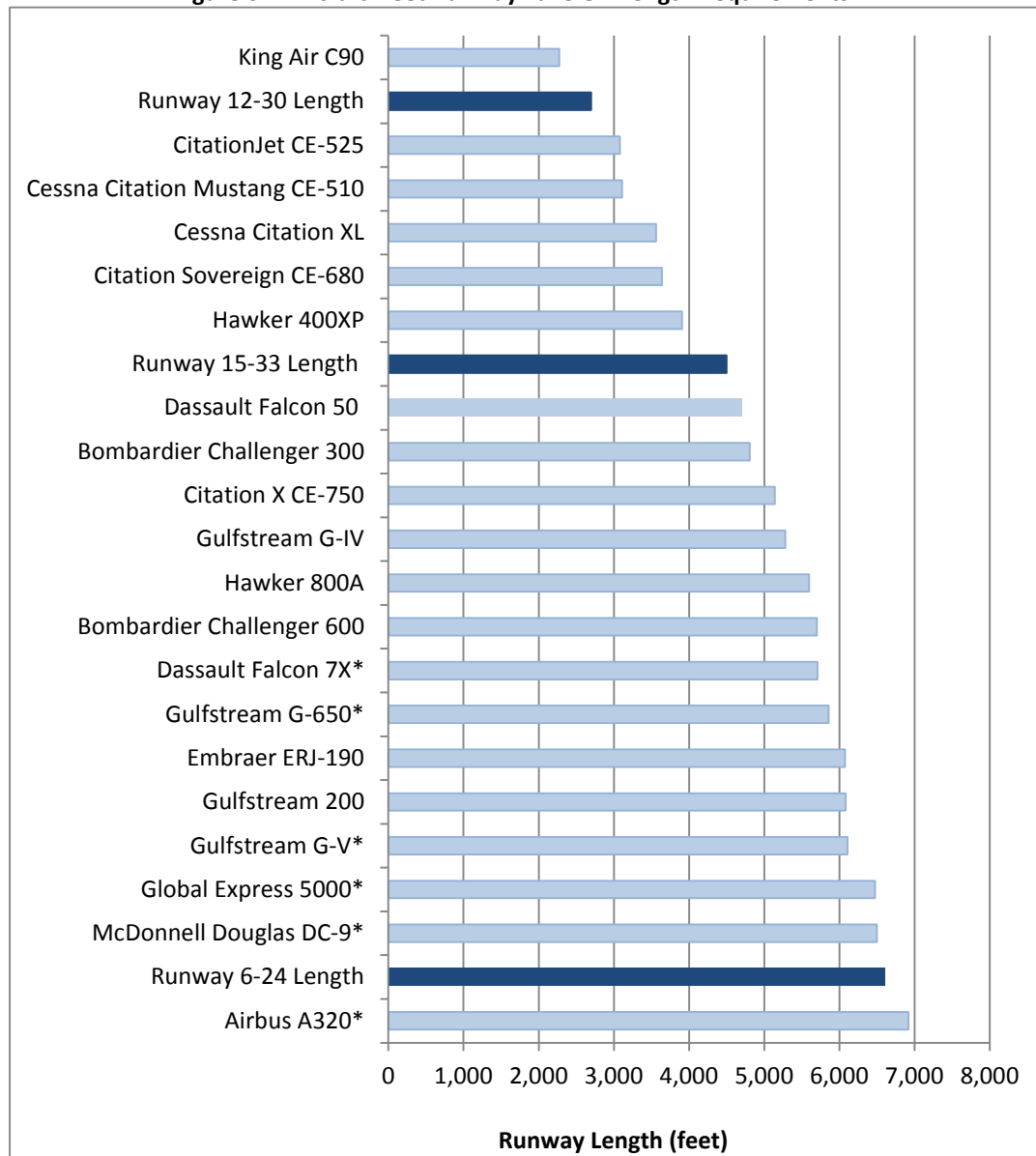
As mentioned previously in Chapter 2 (section 2.5.3 *Airport Capacity*), a demand-capacity analysis was prepared using AC 150/5060-5, *Airfield Capacity & Delay* to determine runway capacity requirements, as well as hourly capacity under (VFR), and instrument (IFR) conditions and the operational capacity of the runway and taxiway system based on the runway configuration at ACK. The analysis determined that the capacity of the current runway system at ACK is capable of handling an annual service volume of 230,000 operations, 98 hourly operations during (VFR) conditions, and 59 hourly operations during (IFR) conditions. In 2012 ACK recorded almost 133,000 operations, and 121,000 operations in 2013, which equates to between 58% and 53% operational capacity.

Runway 6-24 is 150-feet in width and Runway 12-30 is 50-feet wide, and both meet their respective runway width requirements. Runway 15-33 was approved at its 100-foot width, which is wider than the 75-foot standard, under AIP No. 3-25-0033-19 "Reconstruct Runway 15-33" based upon operational safety concerns created by crosswind conditions, fleet mix and use by aircraft with up to Group III wingspans.

Current and forecasted levels of demand suggest there are no capacity problems in the runway system at ACK. The existing length for Runway 12-30, Runway 15-33, and Runway 6-24 is sufficient to accommodate most large aircraft operating at ACK with minimal weight penalties; therefore no runway extensions are recommended. The existing width for Runway 12-30, Runway 15-33, and Runway 6-24 meet or exceed FAA Safety Standards and are sufficient to accommodate the Runway Design Aircraft operating at ACK; therefore no changes to the width of the runways is recommended.



Figure 6-1 Aircraft Fleet Runway Take Off Length Requirements ²³⁴



*Indicates aircraft weighing 60,000 lbs. or greater.

Potential RW 24 Relocation to Improve Runway 6 ILS Minimums

While Runway 6-24 is of adequate length and requires no extension to meet forecast fleet needs, it was noted that Runway 6 has a 537-foot Displaced Threshold. This is to accommodate its 1,400-foot Medium Approach Light System with Sequenced Flashers (MALSF). This shortened ALS does not provide full ILS minimums during low-visibility weather conditions. Improving Runway 6 to provide the same ½ mile

² Passur ACK Flight Data April 2013-July 2013;

³ Aviation Research Group Inc: http://compair.aviationresearch.com/index.aspx?action=aircraft_comparison

⁴ Airplane Manufacturer Websites



visibility minimum as on Runway 24 would require the same 2,400-foot long Simplified Short Approach Light System (SSALR) as used on the Runway 24 end.

Installation of a SSALR on the Runway 6 end would require shifting the existing Displaced Threshold by 850 feet and installing in-pavement approach lights, plus adding 850 feet to the Runway 24 end and adding new SSALR light towers. At the east end of Runway 24, there is approximately 1,550 feet of open airport land between the last SSALR approach light and new South Road. So there is adequate room on-airport to accommodate a theoretical shift of Runway 6-24 up to 1,500 feet on the Runway 24 end.

The National Climatic Center weather data and IFR wind rose for Nantucket show that, during low-visibility IFR conditions, the wind direction and speeds favor the use of Runway 6 more often than Runway 24. If Runway 6 were provided with a standard SSALR ILS Approach Light System, it would enhance operational safety and benefit airline access during the low-visibility, east wind conditions which occur most often when Runway 6 is in use.

While a shift of Runway 6-24 is theoretically possible, the potential costs (in excess of \$25 million for an 850-foot shift) to construct such a shift during the near-term or mid-term planning period would make it impracticable. Airlines and GA airport users have not identified a need for improved minimums to the Runway 6 ILS. This may be due to the weather conditions that require use of the Runway 6 ILS occur more often during the winter off-peak season of lowest demand. A runway shift, therefore, is not considered a practical or viable need at this time.

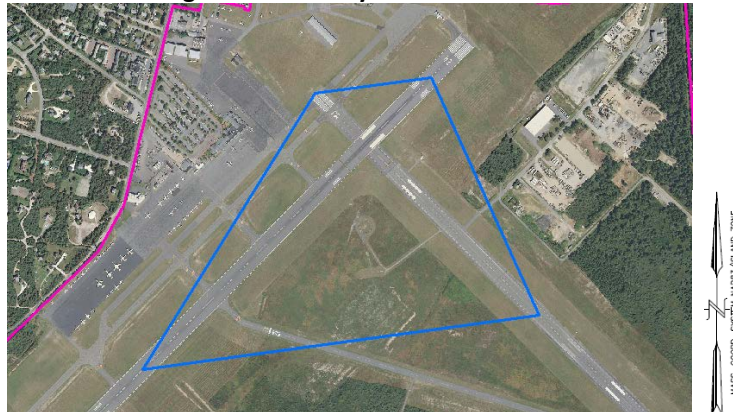
6.1.1.2 Runway Design - Runway Line of Sight

There are two areas where Line of Sight (LOS) is considered: 1) the Runway Visibility Zone (RVZ); and 2) the visibility from the ATC tower to aircraft movement areas. Having a clear line of sight between the intersecting runways allows for departing and arriving aircraft to verify the location and actions of other aircraft and vehicles on the ground that could create conflict. FAA Design standards require a clear line of sight between intersecting runways from any point 5 feet above runway centerline within the Runway Visibility Zone (RVZ) to any other point 5 feet above the centerline of the crossing runway. Runways 6-24 and 15-33 are intersecting runways at ACK, while Runway 12-30 does not intersect either of the other two runways. The RVZ is defined as an area formed by imaginary lines connecting the intersecting runways' line of sight points⁵. **Figure 6-2** below shows an image of the existing intersecting Runway Visibility Zone at ACK. All vegetation and potential visual obstructions have been removed from the RVZ between Nantucket's runways.

⁵FAA AC 150/5300-13A, *Airport Design*.



Figure 6-2 Runway Visual Zone at ACK



Source: Jacobs, 2014

All runway line of sight standards are met between Nantucket's intersecting runways.

The air traffic controllers at ACK have indicated that there is poor visibility from the ATCT (Air Traffic Control Tower) to the Runway 33 threshold. They also stated that the terminal building roof partially blocks their view of an aircraft parked on the secure side of the North Ramp. The FAA has completed a separate Control Tower siting process which determined that the ATCT will remain in its present location and at its present height.

Possible alternate solutions for addressing the ATCT line of sight issue to the North Ramp's parked aircraft will be discussed in Chapter 7.

6.1.1.3 Runway Design - Pavement Condition & Strength

The runway pavement is arguably the most critical pavement on the airport. Airport pavement surfaces must be maintained, repaired, or rehabilitated as necessary to reduce the risk of foreign object debris damage to aircraft or gaps in the pavement which could be detrimental to the operation of an aircraft. The runway pavement was analyzed for its ability to meet existing and forecast operations by the design aircraft.

As shown on **Table 6-2**, below, Runway 6-24 can accommodate up to a 757-sized aircraft with dual tandem landing gear and a gross weight of up to 280,000 pounds. Runway 15-33 is designed to accommodate an aircraft of up to 155,000 pounds with dual tandem wheels and Runway 12-30 is rated at no more than 12,000 pounds, which is suitable only for small GA aircraft and C-402s.



Table 6-2 – Runway Pavement Strengths/Conditions

Runway	Airplane Landing Gear Configuration ⁵	Aircraft Weight/lbs	Aircraft Type/class ⁶	Runway Pavement Segment ⁶	PCI ⁷	Year Last Improved ⁸	Rating ⁷	Next Rehab Year*
RW 6-24	Single Wheel	75,000	GA/Corp Jets	RW 06	70-85	2004	Excellent	2024
	Dual Wheel	170,000	Narrow Body RJ's E-190/737					
	Dual Wheel Tandem	280,000	Large Narrow Body 757	RW 24 (end)	85-100	2012	Excellent	2032
RW 15-33	Single Wheel	60,000	GA/Corp Jets	RW 33	70-85	1996	Good	2016
	Dual Wheel	85,000	Large GA/Corp Jets	RW 33 Ext.	85-100	2012	Excellent	2032
	Dual Wheel Tandem	155,000	Narrow Body Military	RW 15 (end)	85-100	2012	Excellent	2032
RW 12-30	Single Wheel	12,000	N/A	RW 12-30	85-100	2010	Excellent	2030

*Assumes 20-year Design Life (FAA Standard) - Does NOT include 2014 MassDOT Crack Seal improvements, which extends pavement life by 5-7 years.

The pavement strengths of each of Nantucket's runways can accommodate the critical design aircraft for each runway, as well as use by the occasionally larger aircraft. No additional strengthening is required. All pavement conditions are rated "Good" to "Excellent". The earliest potential runway rehabilitation requirement would be for Runway 33 in 2016, based upon FAA's 20-year pavement design life. However, the pavement for Runway 33 is in good condition and should continue to be monitored for any signs of distress. It should also be noted that the MassDOT Aeronautics Division funded a crack-sealing project on all of Nantucket's runways that was completed during June of 2014. That crack sealing is expected to extend the pavement life for at least another 5 years, thereby deferring any rehabilitation to beyond 2021.

6.1.1.4 Runway Design - Runway Safety Area (RSA)

Runway safety areas are designed to protect arriving and departing aircraft and persons and property on the ground in the event an aircraft exits the runway unexpectedly. FAA Order 5200.8 *Runway Safety Program* states "All Runway Safety Areas (RSA) at federally obligated airports shall conform to the

⁶ Existing Airport Layout Plan – Runway Data Table

⁷ 2013 MassDOT/PCI Plan (see Fig 2-26)

⁸ 2013 FAA Pavement Plan (see Fig 2-25)



standards in AC 150/5300-13A, to the extent practicable.” The RSA is defined by the FAA as, “a defined surface that is prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot or excursion from the runway”.

The main purpose of the Runway Safety Area Program is to establish the operational needs of each runway based on existing as well as future demand, and then determine feasible alternatives to satisfy these needs while addressing areas of non-compliance and to bring them into conformance with minimum FAA RSA requirements. **Table 6-3** Runway Safety Area Design Standards depicts the dimensions of RSA for each runway.

Table 6-3 Runway Safety Area Design Standards				
Runway	RDC	Standard (Width x Length)	Existing (Width x Length)	Discrepancy
6-24	C-III	500'x1000'	500'x787'	213' short on south side of RSA
15-33	B-II	150'x300'	150'x300'	Meets Standard
12-30	A-I (small)	120'x240'	120'x240'	Meets Standard

Source: AC 150/5300-13A, *Airport Design*

Shown in **Figure 6-3** below is an image of the existing RSAs at ACK, depicted in green. Note that all RSA's are within the airfield property, with the exception of the Runway 6 RSA, which extends out over Nobadeer Beach. The Runway 6 RSA centerline length is 950 feet. However the RSA's southerly side has a length of 787 feet from the end of the runway to the airport security fence, located on the backside of the coastal dune. Since the FAA Safety Standard is a full 1,000 feet, the south edge of the RSA has a deficiency of 213 feet. This creates a non-standard safety condition for an aircraft overrun or undershoot on the Runway 6 end.

Figure 6-3 Runway Safety Areas at ACK



Source: Jacobs, 2014



The Runway 6 RSA does not meet the full FAA standard for RSA dimensions. However, the FAA issued a Runway Safety Area Determination, dated 9/31/2000, which found that extending the RSA was impractical and the costs of shifting or shortening the runway, or adding EMAS, were not justified for the small deficiency that exists. The Airport completed an RSA Study dated January 31, 2002, which verified that the existing irregularly-shaped RSA was of the maximum practicable area, per FAA Order 5200.8 and confirmed the FAA's previous determination. Recent concerns have focused on the increased erosion of Nobadeer Beach and its potential effect on the RSA's southerly edge. Coastal Management concepts were discussed in Chapter 3 "Environmental Overview" and are reviewed in Chapter 7. All other runways at ACK meet their associated RSA design requirements.

Located adjacent to the Runway 6 RSA is an FAA Equipment Shelter for the Localizer and DME which supplies the signal for ILS landings on Runway 24. This shelter is sited within the Coastal Flood Zone and is prone to flooding during Category 3 Hurricane tidal surges.

There is a need during the short-term 5-Year planning period for the FAA Tech/Ops to plan for flood-proofing the FAA Localizer and DME Equipment Shelter at the Runway 6 end.

6.1.1.5 Runway Design - Runway Object Free Area (ROFA)

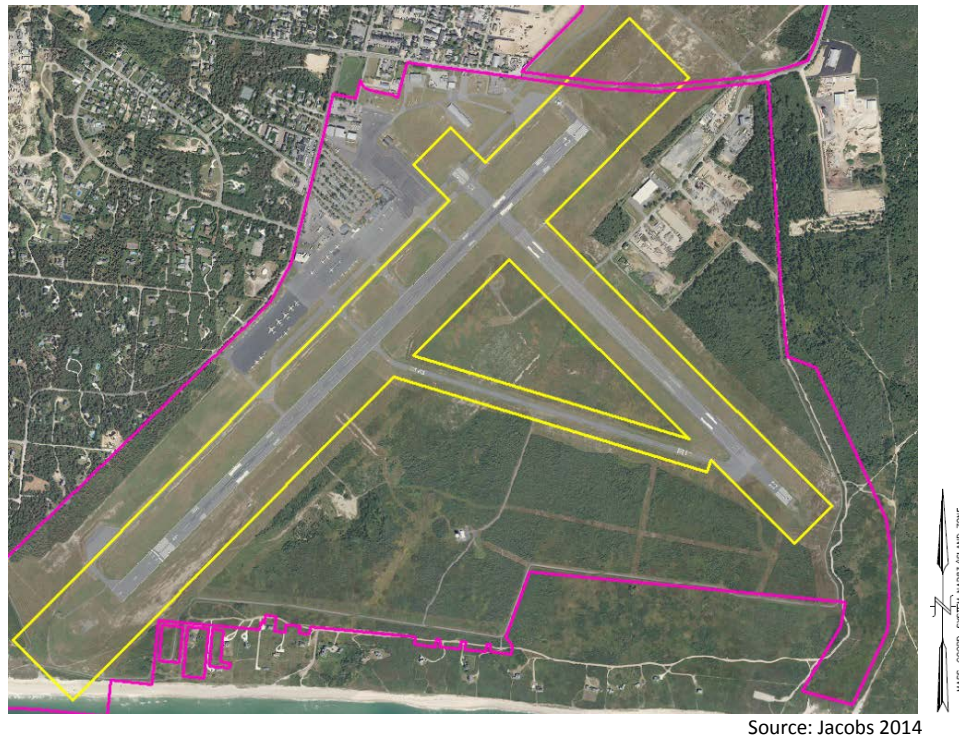
The ROFA is a two-dimensional area surrounding the runway which must be clear of parked aircraft and objects greater than 3" in height, unless frangible, and required for air navigation, or aircraft ground maneuvering purposes. **Table 6-4** Runway Object Free Area Design Standards depicts the dimensions of ROFA for each runway. **Figure 6-4** depicts the existing ROFAs at ACK in yellow. The Runway 6 ROFA extends through the dunes to Nobadeer Beach. However, because Runway 6 is provided with vertical landing guidance and has a Displaced Threshold, the OFA length prior to the Threshold is reduced from 1000 feet to a shorter 600-foot distance (AC 150/5300-13A, Table A7-9, Footnote 11). This avoids penetrations of the ROFA Standard for the Runway 6 end.

Table 6-4 Runway Object Free Area Standards				
Runway	RDC	Standard (Width x Length)	Existing (Width x Length)	Discrepancy
6-24	C-III	800'x1000'	800'x1000'	Meets Standard
15-33	B-II	500'x300'	500'x300'	Meets Standard
12-30	A-I (small)	250'x240'	250'x240'	Meets Standard

Source: AC 150/5300-13A, *Airport Design*



Figure 6-4 Runway Object Free Areas at ACK



Source: Jacobs 2014

All runway ROFA FAA design requirements are met.

6.1.1.6 Runway Design - Runway Obstacle Free Zone (ROFZ)

The ROFZ is a defined volume of airspace centered above the runway which supports the transition between ground and airborne operations. All ROFZs extend 200 feet beyond each end of the runway and the size of the ROFZ is based on aircraft approach speed and the visibility minimums to the runway end. **Table 6-5** lists the ROFZ standards vs. existing conditions. **Figure 6-5** provides an image of the existing ROFZs at ACK, delineated in blue.

Table 6-5 Runway Obstacle Free Zone Standards				
Runway	RDC	Standard (Width x Beyond RW End)	Existing (Width x Beyond RW End)	Discrepancy
6-24	C-III	400' x 200'	400' x 200'	Meets Standard
15-33	B-II	400' x 200'	400' x 200'	Meets Standard
12-30	A-I (small)	120' x 200'	120' x 200'	Meets Standard

Source: AC 150/5300-13A, *Airport Design*



Figure 6-5 Runway Obstacle Free Zones at ACK



Source: Jacobs, 2014

Based upon examination of the FAA standards, all ROFZ requirements are met.

6.1.1.7 Runway Design - Runway Protection Zone (RPZ)

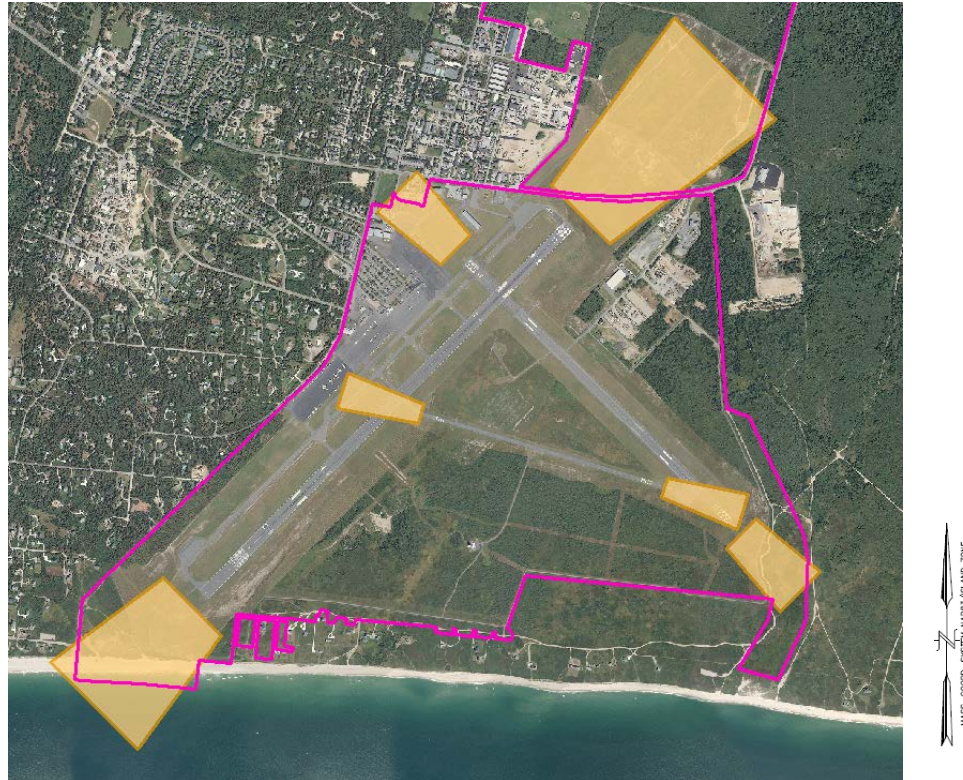
The RPZ is an area on the ground used to enhance the protection of people and property near the runway approach. In order to ensure that the RPZ's are kept clear of incompatible objects and activities, the land included in the RPZ should be owned by the airport or protected through an aviation easement. **Table 6-6** provides a comparison of RPZ design standards to existing conditions. **Figure 6-6** illustrates the existing RPZs at ACK, as light yellow trapezoids.

Table 6-6 Runway Protection Zone Design Standards				
Runway	RDC	Standard (Inner W x Outer W x Length)	Existing (Inner W x Outer W x Length)	Discrepancy
6	C-III (Visibility $\frac{3}{4}$ mi)	1000'x1510'x1700'	1000'x1510'x1700'	Meets Standard
24	C-III (Visibility $\frac{1}{2}$ mi)	1000'1750'x2500'	1000'1750'x2500'	Meets Standard
15-33	B-II	500'x700'x1000'	500'x700'x1000'	RW 33 Meets Standard. RW 15 has hangars and small non- standard area within the NE corner.
12-30	A-I (small)	250'x450'x1000'	250'x450'x1000'	Meets Standard

Source: AC 150/5300-13A, *Airport Design*



Figure 6-6 Runway Protection Zones at ACK



Source: Jacobs, 2014

There are currently 1.8 acres within the RW 15 RPZ that are not fully owned by the airport. This can be corrected by the airport obtaining an aviation easement or enacting a zoning overlay district for the RPZ parcels.

AC 150/5300-13A recommends that RPZs be maintained clear of residences and places of public assembly, including churches, schools, hospitals, office buildings, shopping centers and other uses with similar concentrations of persons. Details of parcels requiring aviation easements or rezoning options will be discussed in Chapter 7.

6.1.2 Taxiway Design

Like runways, taxiways are designed to meet specific criteria to ensure the safe passage of aircraft traveling to and from the terminal while accessing the airports runways. Although the overall design group for the airport is based on the E-190/ Gulfstream 650, not all taxiways at ACK have adequate separation to allow simultaneous operations by an aircraft with such large wingspans. Some taxiways have operational restrictions placed on them to limit the size of aircraft using them. This limits the ability of Air Traffic Control Tower (ATCT) personnel to manage the flow of taxiway traffic in the most efficient manner. FAA AC 150/5300A, *Airport Design*, provides the criteria for determining the Taxiway Design Group (TDG). The TDG is a design classification based on an airplane's wingspan, plus the outer to outer Main Gear Width (MGW) and Cockpit to Main Gear distance (CMG), which refers to the undercarriage dimensions of the aircraft. Generally, the taxiways should allow aircraft enter or exit the runways in the most direct method without having to cross active runways or change their speed.



The taxiway design standards are shown in **Table 6-7**, “Taxiway Design Standards”, below. There are 9 taxiways at ACK; Taxiway ‘A’; ‘B’; ‘C’; ‘D’; ‘E’; ‘F’; ‘G’; ‘H’; ‘J’.

Table 6-7 Taxiway Design Standards		
TDG Criteria	Existing	Standard
Taxiway Width (based on TDG III)	50’	50’
Taxiway Safety Area	118’	118’
Taxiway Object Free Area	186’	186’
Taxiway Centerline to Fixed or Movable Object	93’	93’
Wingtip Clearance	34’	34’
Taxiway Centerline to Parallel Taxiway Centerline	Taxiway ‘E’ and ‘F’; Taxiway ‘E’ and ‘G’ Separation is 125’. All other taxiways meet separation standards.	152’
Precision RW Full-Length Parallel TW	RW 6-24 TW-E Separation is 400’	400’
Non-Precision Full-Length	RW 15-33/ None	240’*

***Table A7-4, Appendix 7, Page 270, AC 150-5300-13A**

6.1.2.1 Taxiway Design - Separation Deficiencies

As noted in the above FAA Taxiway Design Standards table (**Table 6-7**), there is an existing deficiency between the separation of Taxiways E and F, as well as Taxiways E and G, each of which are currently at 125 feet and should be at 152 feet to meet the standard. Runway 15-33 presently lacks a parallel taxiway, as recommended by FAA design standards for a runway with a non-precision approach.

The current taxiway system meets TDG criteria, with the exceptions noted above. The separation for Taxiways ‘E’ and ‘F’ and ‘E’ and ‘G’ do not meet the Standard for 152 feet. Options for mitigating FAA design deficiencies will be discussed in Chapter 7.

6.1.2.2 Taxiway Design - RW 24 Exit Taxiway Needs

Air Traffic Control staff indicated that Runway 24 would benefit from an additional stub taxiway to enable arriving aircraft to exit the runway sooner, with shorter taxi distances to the South Apron. This would alleviate congestion hotspots in the taxiway system, reduce fuel burn and noise from taxiing aircraft. Reduced taxi times serve to reduce noise and emissions, as well as fuel burn, but also reduce the time it takes to reach the parking aprons. This could potentially cause the aprons to fill more quickly. Therefore, it may be advantageous to prioritize apron improvements to precede taxiway projects.

Nantucket’s existing ALP shows an exit stub taxiway, located approximately 1,000 feet from the Runway 6 end, to better serve jet arrivals on Runway 24. ACK has suggested that this might be more efficient if laid out as an angled, high-speed exit taxiway. Options will be further evaluated in Chapter 7, Alternative Improvement Concepts.

6.1.2.3 Taxiway Design - Pavement Conditions

The Pavement Condition Index (PCI) for Nantucket’s taxiway system are rated ‘Good’ to ‘Excellent’ as shown in **Table 6-8**. While Taxiway ‘E’ has a PCI rating in the 55 to 70 range and is slightly beyond its 20-



year design life, MassDOT's 2014 crack sealing project has improved its condition and extended its life (as well as all of Nantucket's taxiways) by another 5 years.

Taxiway Segment ⁹	Pavement Condition Index ¹⁰	Year Last Improved ¹¹	Condition Rating ¹¹	Next Rehab Year*
TW/E (East) and D	55-70	1985	Good	2005
TW/E (West) and B	55-70	1986	Good	2006
TW/F	85-100	2002	Good	2022
TW/C (RW 12-30)	85-100	2010	Excellent	2030
TW/G	85-100	2002	Good	2022
TW/H (North Ramp)	55-70	1992	Good	2012
TW/J	85-100	2013	Excellent	2033

*Assumes FAA 20-year Design Life (FAA Standard) – Does NOT include 2014 MassDOT Crack Seal improvements which extend pavement life by 5-7 years.

The reconstruction of Taxiway 'E' should be considered as a short to mid-term improvement project. A mill and overlay improvement for Taxiway 'E' was listed on Nantucket's 2013 ACIP as a 2019 project. Taxiway 'H' would be included as part of the commercial ramp reconstruction phasing. However, MassDOT Aeronautics Division's pavement crack seal project in June 2014 has added a significant 5 to 7 year design life to all pavements at ACK. Therefore, the "Rehab Year" noted above should be verified and updated with FAA and MassDOT staff. Options will be further evaluated in Chapter 7, Alternative Improvement Concepts.

6.1.2.4 Taxiway Design - RW33 Parallel Taxiway

FAA Design Standards recommend a parallel taxiway as a safety feature for Non-Precision Instrument Runways. According to FAA AC 150/5300-13A, Table 3-4, page 90, *Standards for Instrument Approach Procedures*, it is recommended that runways with less than or equal to 1 mile visibility have a full-length parallel taxiway. As mentioned in Chapter 2, *Inventory*, Runway 15-33 is a Non-Precision Instrument Runway and does not have a full-length parallel taxiway. The FAA and the ATCT convened a Safety Risk Management Panel (SRMP) in February 2012 to consider alternatives layouts for a full parallel taxiway to serve Runway 33. Several full-length concepts were considered, including those with mid-field crossings of Runway 6-24. It was noted that the ATCT often utilizes Runway 12-30 as an extended Taxiway C between the South Apron and Runway for departures on Runway 33 during northwest winds. Since Runway 12-30 serves as an effective taxiway route for Runway 33 departures, the need for a full-length parallel taxiway is less critical. However, there is a need to consider aircraft arriving on Runway 33, which need an exit taxiway and an opportunity to consider a shorter exit taxiway version of the full-length FAA SRMP taxiway concepts. Such a shorter, angled-exit stub taxiway would provide an exit prior to the Runway 6-24 intersection and enable direct access to the Terminal Ramp with a crossing of Runway 6-24 opposite existing Taxiway A. Such an option would minimize costs, environmental impacts, and runway delays.

⁹ 2013 FAA Pavement Plan

¹⁰ 2013 MassDOT PCI Plan



Simplified, shorter and lower-cost versions of the FAA SRMP full-length taxiway alternatives, reduced to provide only an exit taxiway from Runway 33 are considered in Chapter 7.

6.1.3 Aircraft Apron Design

FAA's AC 150/5300-13A, Chapter 404.a.(4), Table 4-1, as well as Chapter 504.d. (1) and (2) give the basic apron design standards for safe and efficient aircraft parking. Chapter 504.d. notes that "The primary design consideration is to provide adequate wingtip clearance for the aircraft positions and the associated taxilanes." This section reviews the existing deficiencies with the South Apron, as noted previously, as well as the pavement condition of the various sections of aircraft parking aprons.

6.1.3.1 Aircraft Parking Apron Design - Taxilane Deficiencies

Taxilane clearance and separation standards are based upon the wingspans of the Airplane Design Groups (ADGs), as specified in AC 150-5300-13A, Section 404.a.(4), and Table 4-1. The standards set minimum Taxilane Object Free Area (TOFA) widths based upon safe wingtip clearances for each ADG. Section 404.b.(1) states that Taxilane OFA clearing standards prohibit parked aircraft or other objects within the OFA. The wingtip clearances on the South Apron are very constrained as shown on **Figures 2-20 and 2-21**. Nantucket's South Apron was originally designed for smaller aircraft with 54' wingspans. That size wingspan falls into ADG II, with a wingtip clearance of 18 feet. The increase in size of corporate aircraft, particularly new modern jets with larger wingspans, has impacted the limited apron space at ACK. The increasing wingspan of modern jet aircraft has reached 99 feet, which places them in ADG III, with a 27-foot wingtip clearance. The two Taxilanes on the South Apron, while designed to ADG II Standards, are now used by ADG III aircraft. The existing Taxilane OFA's are of insufficient width to safely accommodate these larger aircraft and need to be upgraded to meet the FAA Taxilane Design Standard.

Options for addressing the Taxilane Design Deficiencies on the South Apron will be discussed in Chapter 7. The phasing of this project should be considered in Chapter 8 in conjunction with other airside improvements, such as taxiways, which could improve the arrival rate of aircraft needing to utilize the apron.

6.1.3.2 Aircraft Parking Apron Design - Pavement Condition

The pavement conditions of the various sections of Nantucket's aircraft parking aprons are depicted on **Figure 6-9** on the following page and **Table 6-9**, below. These terminal apron sections are identified as Areas A through G and most areas are close to, or beyond the end of their 20-year design life. The MassDOT PCI index puts most in conditions requiring "major rehabilitation". Based upon the age and condition of each area, a Rehabilitation Priority number has been assigned to assist in considering future options. MassDOT's 2014 Apron Crack Seal project has improved the pavement condition of all of Nantucket's aprons and extended their life five years beyond the 20 Year FAA Design Life listed under the Rehab Year. The revised Rehab Year should be reviewed with FAA and MassDOT Aeronautics staff.



Table 6-9 Apron Pavement Condition

Apron Pavement Area ¹¹	Pavement Condition Index ¹²	Year Last Improved ¹³	Condition Rating ¹³	Next Rehab Year*	Rehab Priority Number
Area A	25-40	1982	Poor	2002	1
Area B	55-70	1993	Good	2013	2
Area C	55-70	1993	Good	2013	5
Area D	55-70	1992	Good	2012	4
Area E	40-55	1979	Fair	1999	6
Area F	40-55	1979	Fair	1999	3
Area G	85-100	1998	Good	2018	7

*Assumes FAA 20-year Design Life (FAA Standard) – Does NOT include 2014 MassDOT Crack Seal improvements which extends pavement life by 5-7 years.

Apron Reconstruction Options will be further evaluated in Chapter 7, Alternative Improvement Concepts, and upon further consultation with MassDOT Aeronautics and FAA staff.

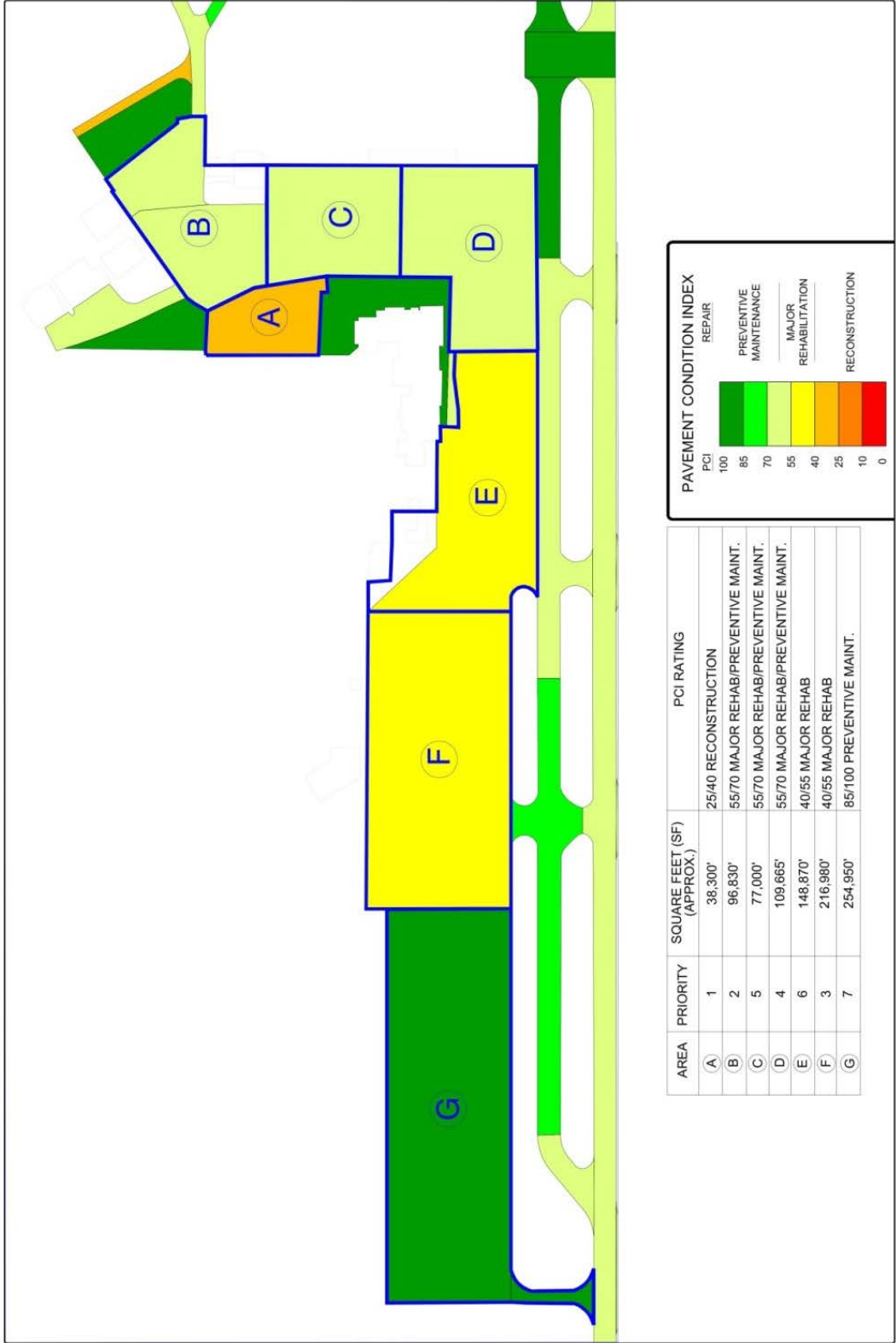
¹¹ 2013 FAA Pavement Plan

¹² 2013 MassDOT PCI Plan



Figure 6-9 Apron Pavement Condition Index ¹³

¹³ Graphic modified from Hoyer, Tanner & Associates, Inc. *Pavement Condition Index Map* for Massachusetts Department of Transportation-Aeronautics Division, January 2013. This does NOT include 2014 MassDOT Crack Seal improvements which extend pavement life 5-7 years.





6.1.4 Protected Airspace Requirements

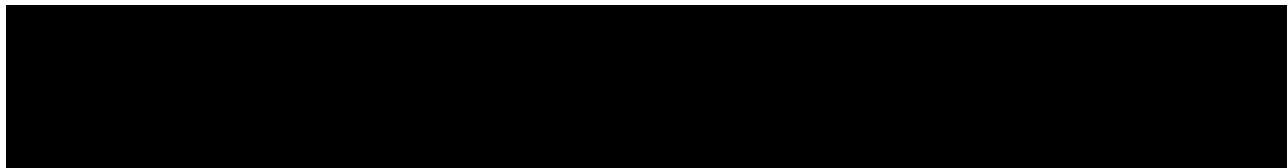
Title 14, Code of Federal Regulations (CFR), Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*, sets forth the standards for determining obstructions to air navigation or navigational facilities and their effect on the safe and efficient use of navigable airspace, air navigation facilities or equipment within the vicinity of the airport, as described in Chapter 2. Any object which penetrates these surfaces is considered an obstruction and may affect the safe and efficient use of navigable airspace, unless further aeronautical study concludes that the object is not a hazard to air navigation¹⁴. Obstructions are any object manmade or vegetative, permanent or temporary that penetrates a 14 CFR Part 77 imaginary surface. Hangars 5 and 6 are located within the Runway 15 Part 77 Approach Surface. As required by the FAA Part 77 design standards, an obstruction study was completed and red obstruction lights have been placed on the hangars to mitigate any hazards to safety.

Aircraft that are parked at the gates on the secure area of the north apron are located under the Runway 6-24 and Runway 15-33 transitional surfaces. The transitional surface extends outward and upward from the primary and approach surfaces at right angles to each of the runway centerlines at a slope of 7 feet horizontally for each foot vertically (7:1), up to an elevation 150 feet above the airport.

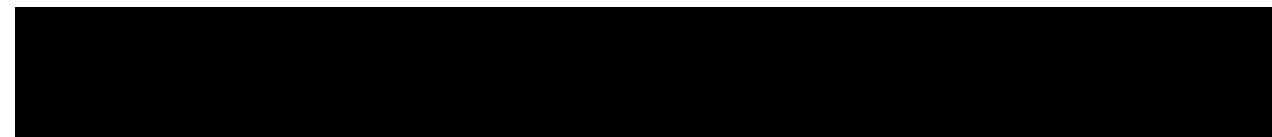
The tail heights of larger jets parked on the north ramp could penetrate the 7:1 Transitional Surface. For example, the Embraer E190 tail height penetrates the Part 77 transitional surface height by approximately 10 feet. However, the more critical Non-Precision Approach Surface to Runway 15 is not affected and the aircraft are not parked in their locations for longer than an hour. When Part 77 surfaces are penetrated, FAA regulations require that an Aeronautical Study be performed to determine the risk or hazard to Navigable Airspace. The determination can propose appropriate mitigation, such as obstruction lighting, marking, charting and Notices to Airmen (NOTAM). A study done during this Master Plan verified that the tail heights of the aircraft can be positioned in a way not to penetrate the transitional surface. Other alternatives include those noted above (lighting, marking, charting, NOTAM's).

Alternatives to address the transitional surface penetrations, including lighting, marking, charting, NOTAM's and a reconfiguration of the large aircraft parking positions, will be discussed in Chapter 7.

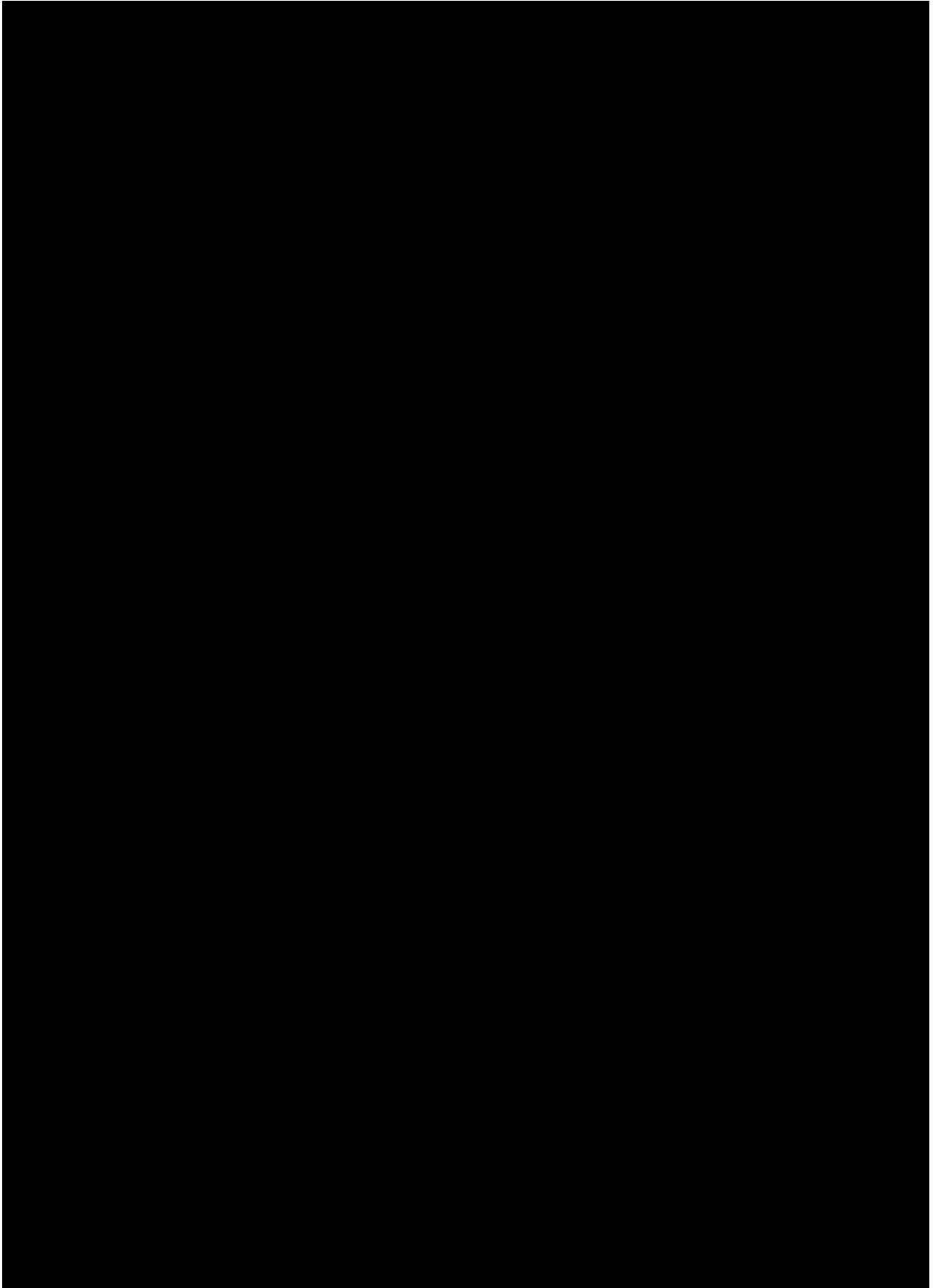
6.1.5 Security & IT Improvement Needs

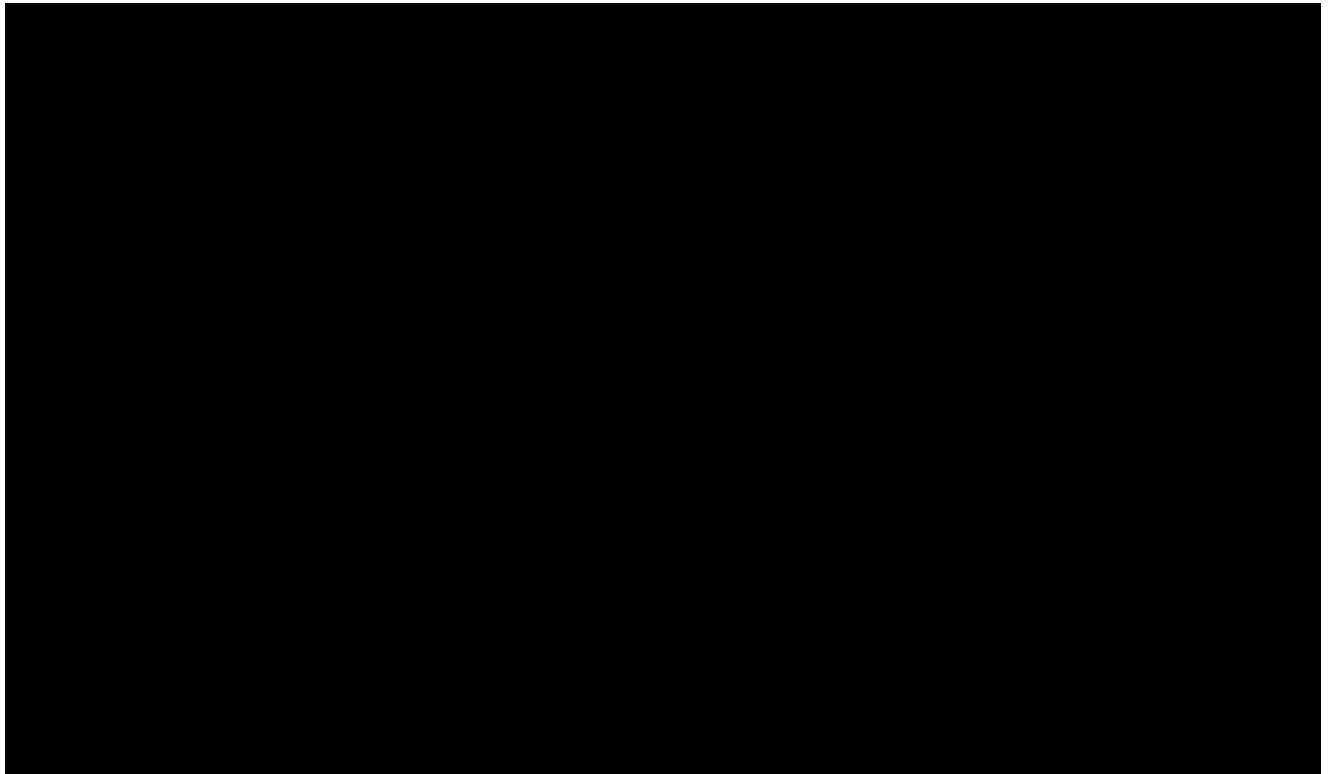


6.1.5.1 Security & IT - Perimeter Security, Electronic Security Systems

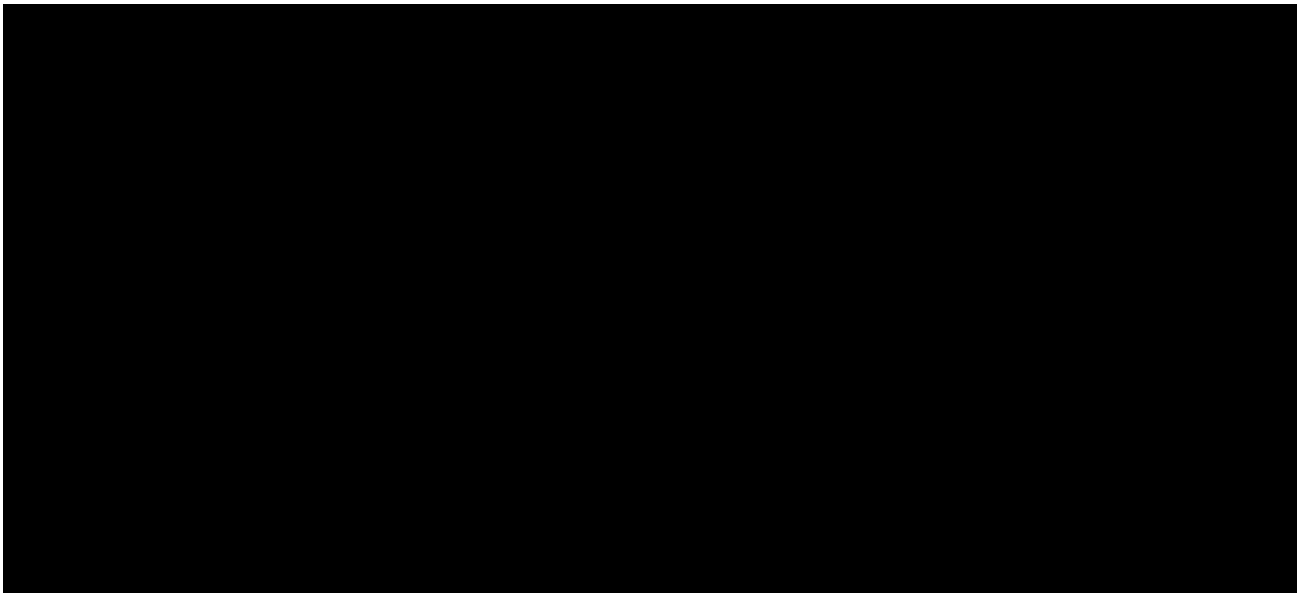


¹⁴ Title 14, Code of Federal Regulations Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*

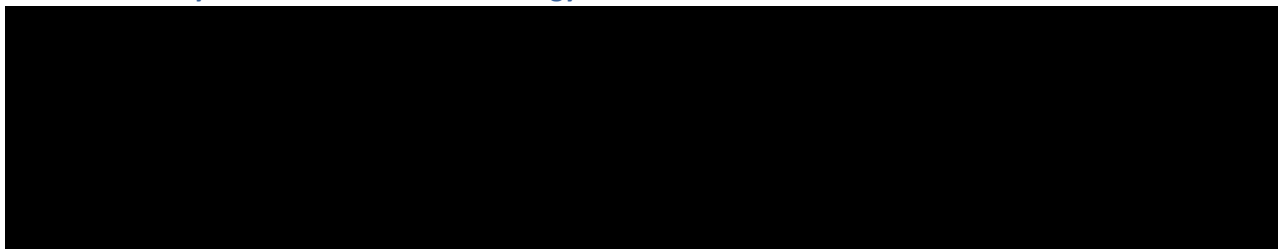


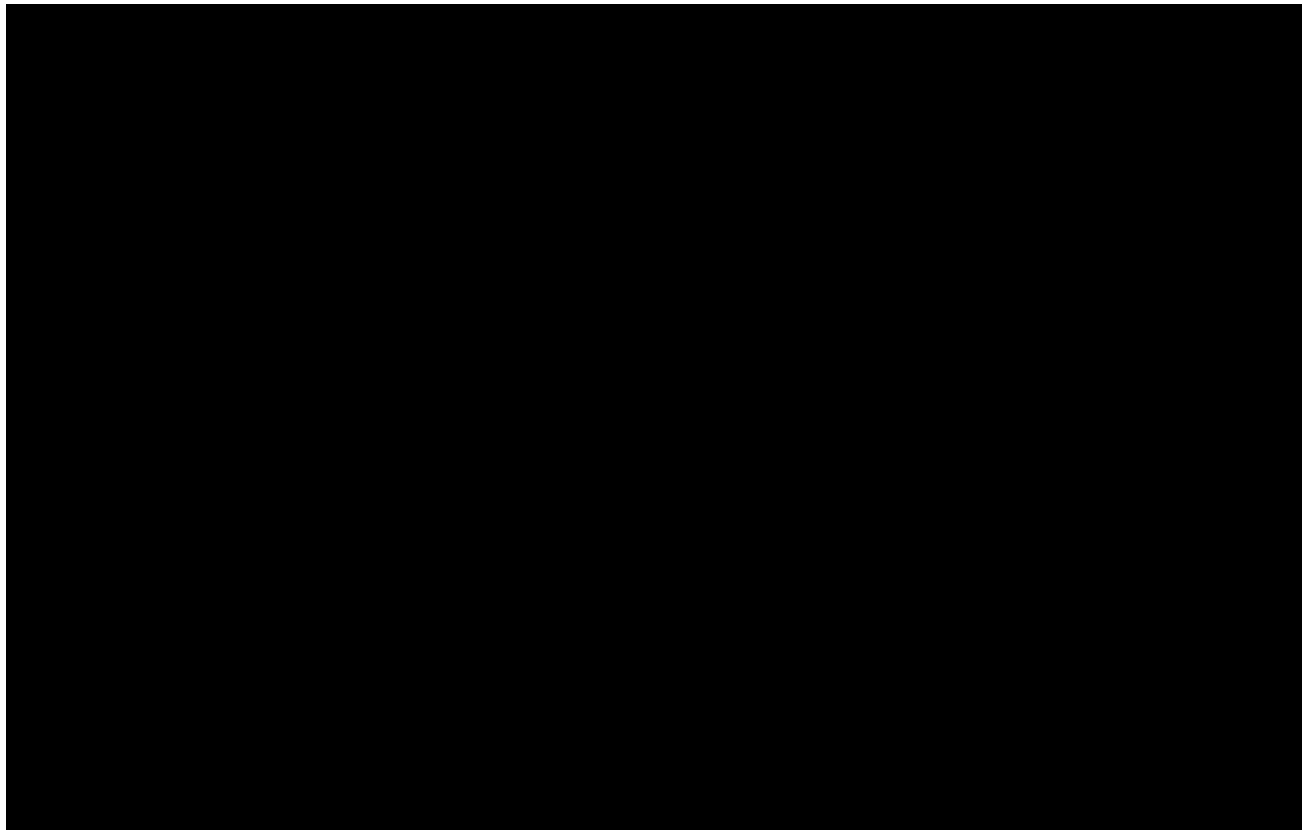


6.1.5.2 Security & IT - Information Technology Pathways

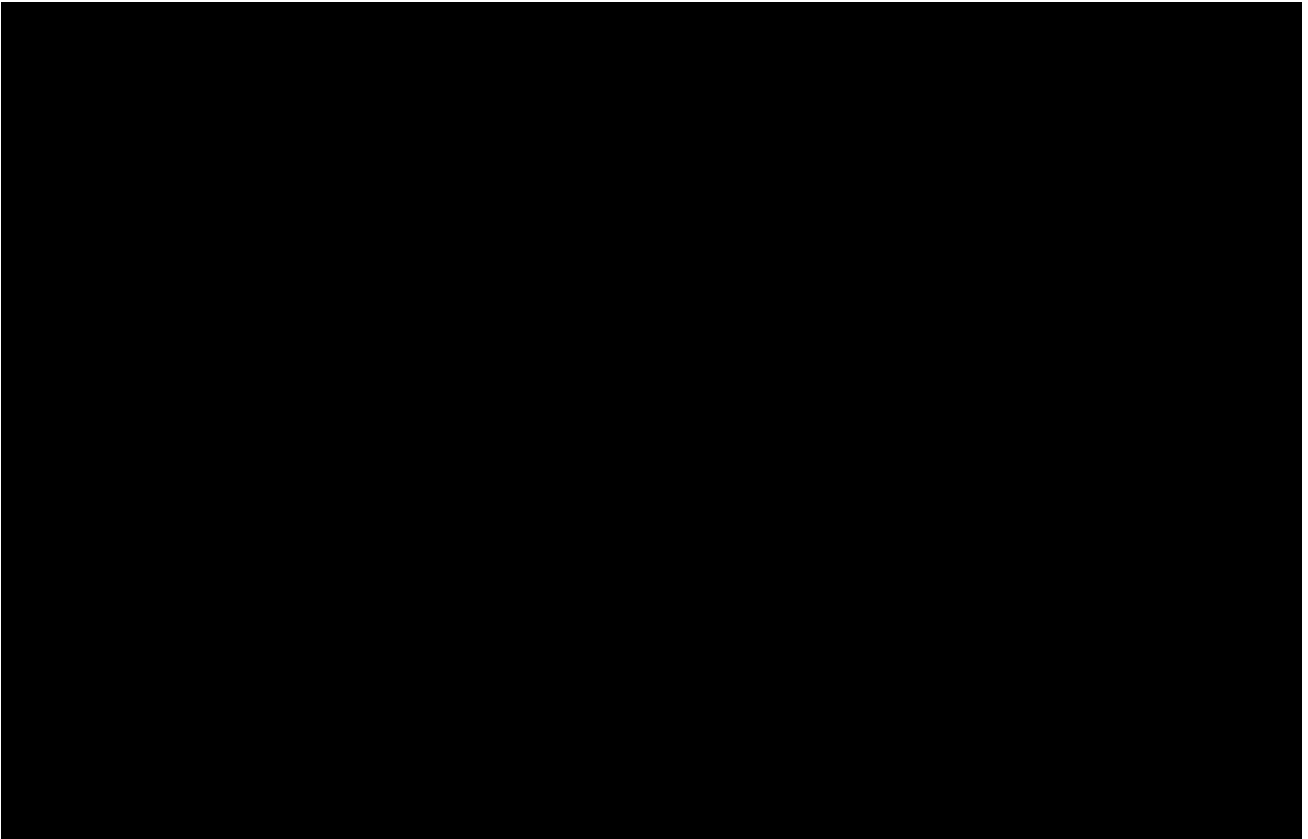


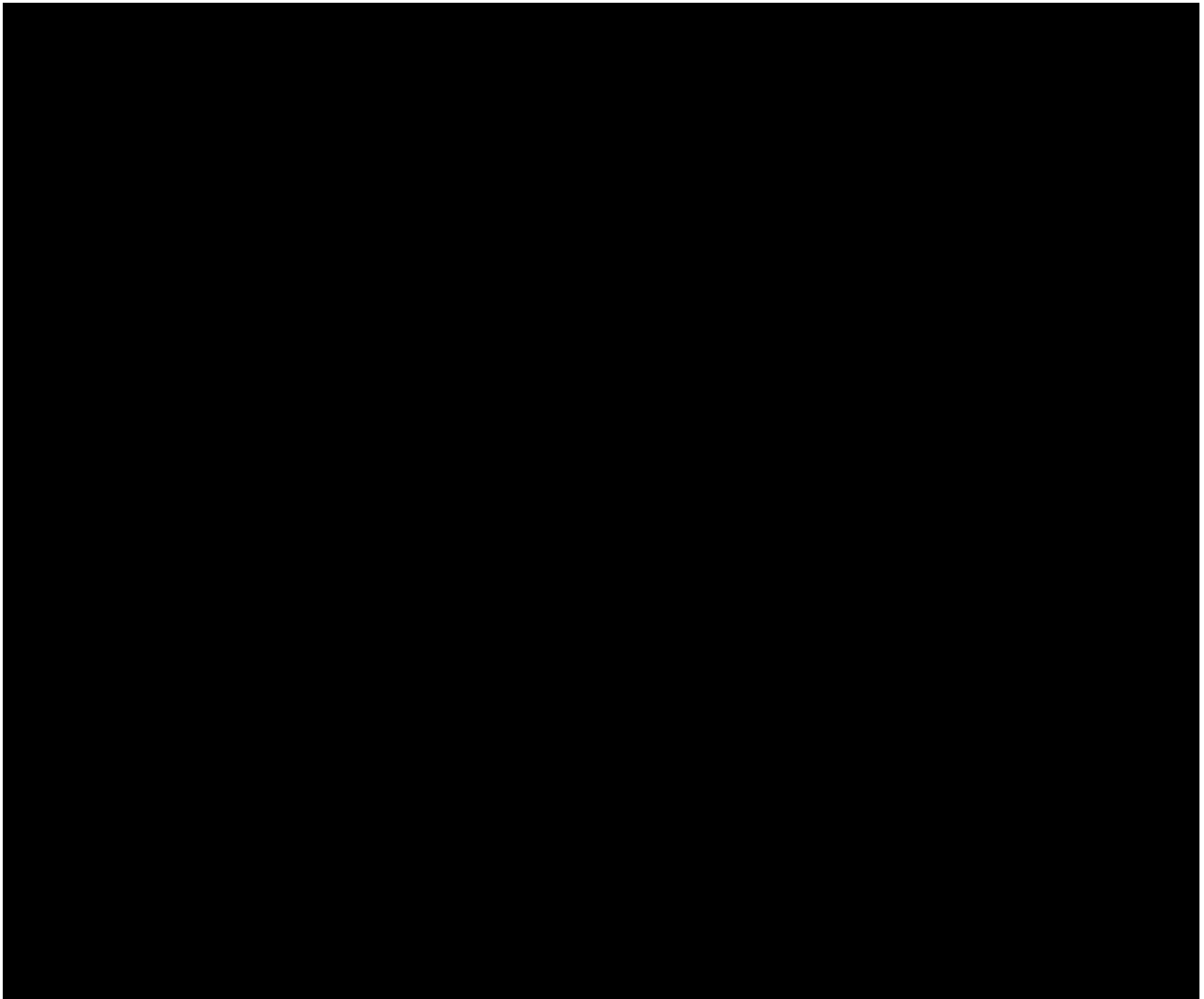
6.1.5.3 Security & IT - Information Technology Facilities





6.1.5.4 Security & IT - Information Technology Systems



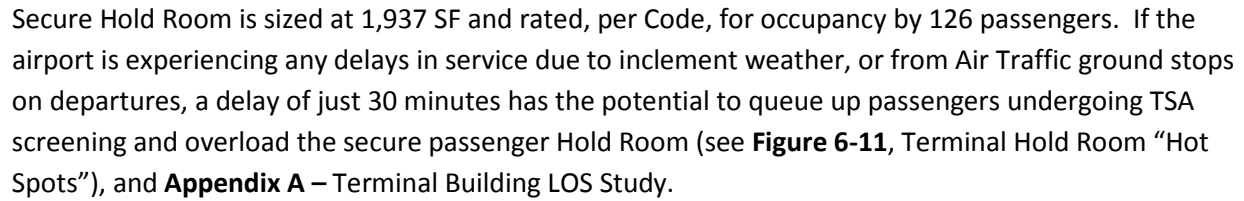


6.2 Capacity Driven Improvements

As noted above, the capacity of the airfield is more than adequate to meet Nantucket's needs through the long-term forecast period. The runways, taxiways or aprons may have FAA Design related deficiencies, some of which create operational safety or capacity-related issues (such as with Taxiway Separation or wingtip clearance on the South Apron, for example), but those are safety issues related to meeting FAA Design Standards. Capacity issues relate to overuse of an existing facility, which creates overcrowding or an exceedance of the original design's intended capacity. At Nantucket, the Terminal Building and the Air Carrier Ramp can exceed their design capacity during peak summer weekends.

6.2.1 Terminal Building - Hold Room Deficiencies

Chapter 2.6.2.4 noted that the 2009 Terminal Building renovation included an 18,000 SF expansion to keep pace with then current passenger enplanements, as well as new TSA requirements and airline needs. Adequate space, however, was not provided to accommodate any increases in passenger enplanements through the secure terminal facilities, such as the passenger Hold Room. The current



The floor plan illustrates the layout of the 1st floor, featuring a central concourse and various service areas. Key components include:

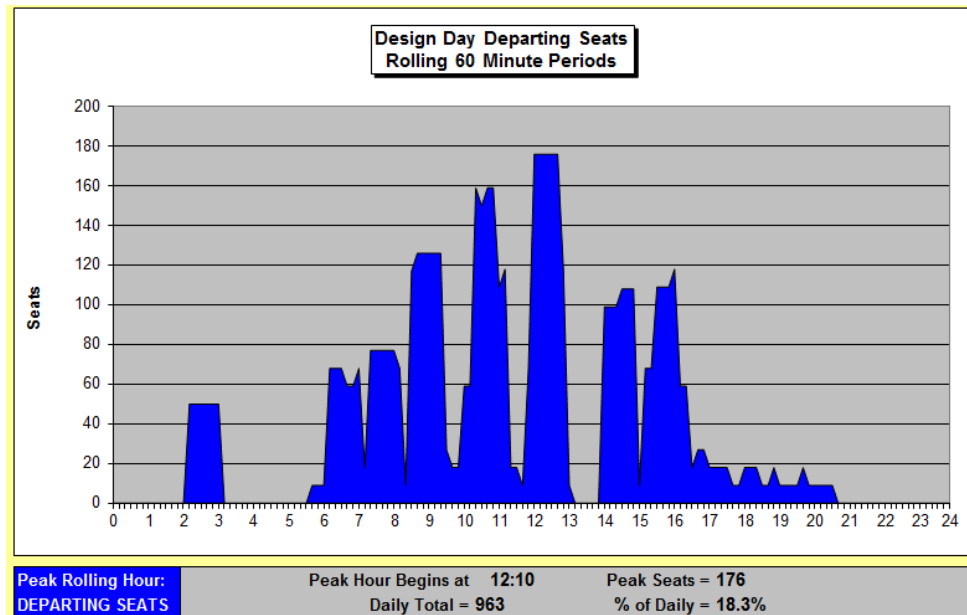
- Top Section:** INBOUND BAGS, ATM/VEND., BAGGAGE CLAIM, SECURE ARRIVALS (SUMMER ONLY), VEST, and PORCH.
- Left Side:** LANDSCAPED GARDEN, MEN, WOMEN, and OVERFLOW SEATING/KIOSKS.
- Central Area:** CONCOURSE, TSA SECURITY CHECKPOINT, QUEUE, and TSA HOLD.
- Right Side:** SECURE HOLD ROOM, VEST, STAIR B, and STAIR A.
- Bottom Section:** CORRIDOR, ATO, OPS, LOCKER ROOM, UNL. W.C., SHARED BREAK, TSA OFF, TSA TRAINING, and BAG SCREENING.
- Other Features:** MEN, WOMEN, PRIV. SCRN, TSA SUP, TSA HOLD, MEN, WOMEN, STAIR B, VEST, STOR, VEST, SECURE ARRIVALS (WINTER ONLY), VEST, STOR, SAN. CL., RAMP STOR, CORRIDOR, ATO, OPS, LOCKER ROOM, UNL. W.C., SHARED BREAK, TSA OFF, TSA TRAINING, and BAG SCREENING.

6-27



Even without flight delays, during the peak daily period from 10AM to 1PM the airlines' normal flight schedules can overtax the seating capacity of the current Hold Room. **Figure 6-12** illustrates the number of airline departure seats during a typical Design Day, based upon Nantucket's current airline schedule.

Figure 6-12 – Peak Hour Departing Enplanements



Source: Jacobs, 2014

During the peak hour from Noon to 1PM there are 176 departing passengers, assuming 90% load factors on the current fleet during that peak hour (Two ERJ-135's and one E-190). As noted above, the rated capacity of the Hold Room is 126 passengers. Assuming a Level of Service (LOS) "C", with 80% sitting (at 15 SF) and 20% standing (at 10 SF), there is a need for 2,464 SF in the Hold Room, versus the 1,937 SF available. At LOS 'C', this yields a deficit of 527 SF. To provide LOS 'A' service requires 17 SF per sitting passenger and 12 SF per standing, requiring a total of 2,816 SF, or an additional 879 SF (see **Table 6-10**). The existing 1,937 SF Hold Room currently provides LOS "F".

Table 6-10 Departing Passengers/Existing Hold Room SF Requirements ¹⁵			
Level of Service	LOS "F"	LOS "C"	LOS "A"
SF Requirements	1,937 SF (existing)	2,464 SF	2,816 SF
Current Deficiency	(N/A)	-527 SF	-879 SF

Options for addressing the Terminal Hold Room Deficiencies will be discussed in Chapter 7.

6.2.2 Air Carrier Apron Improvements

Nantucket's secure Air Carrier Apron (North Ramp) is made up of approximately 6,910 square yards of pavement and was designed to accommodate a mix of three regional airline turboprops and one small regional jet. ACK's current scheduled air service is provided by four major airlines during the summer

¹⁵ Per ACRP Terminal Planning Spreadsheet Model; Jacobs, Inc.



season: Jet Blue, Delta, US Airways, and United. During the summer of 2013, on a peak day (Sunday, August 11), three Embraer ERJ-190's, three ERJ-135's, three CRJ-200's, three Dash 8/Q-300's and 24 Cessna 402's were scheduled to arrive (per Flight Aware, 8/11/13). That equates to 66 daily operations on the North Ramp. During the peak hour, all four parking positions for the larger aircraft were occupied. During FAA Air Traffic ground stops due to weather at New York, Newark or Washington, DC, there can be instances where two or more aircraft can be delayed at Nantucket, causing overcrowding on the apron and congestion in the Passenger Terminal. FAA's recent "Three-Hour Tarmac Rule", per FAA Order JO 7110.65 – Flightcrew Duty Rules, FAR 117, January 2014, could exacerbate these situations with more frequent instances of overcrowding during periods of flight delays.

As discussed in Chapter 2, *Airfield Inventory*, Nantucket experiences one of the highest seasonal peaks in flight operations of any airport in the U.S., handling nearly 50% of all operations within a four month period and making ACK second only to Boston-Logan in the State of Massachusetts. The Inventory also highlights that within that four month peak period, ACK can see 66,000 operations which equates to an average day/peak hour demand level of 633 average day/95 peak hour operations. Due to competitive airline scheduling, increased demand occurs during the hours of 10:30AM and 2:00PM, which results in a limited amount of ramp and secure hold room space due to the increased amount of aircraft that arrive/depart in close proximity throughout that time frame.

The "Status Quo" forecast in Chapter 5 noted that Nantucket's summer season enplanements in the NYC/Newark/Washington markets were likely to continue to grow. The August peak month screened totals have increased over the last three years from 16,915 (August 2011), to 19,573 (August 2012) to 21,573 (August 2013). While there has been a 12.5% increase in total August enplanements over those 3 years, the screened passengers have increased by 25.6% during the same period. This has implications for airlines to potentially add flights, or use larger aircraft. Either outcome will affect the number or size of aircraft using the North Apron, which is undersized to meet current needs.

The peak hour activity levels can exceed the North Ramp's operational capacity during peak summer weekends in good weather conditions. When weather conditions deteriorate and operational capacity is exceeded, backups on the taxiway system, parking aprons, and terminal areas experience delays. At least one additional air carrier parking position should be considered for the North Apron. Alternatives such as a reconfigured commercial apron parking, by-pass taxiway and/or enlarged runup pads will be addressed in Chapter 7.

6.3 Airfield Efficiency Improvements

The efficiency of the airfield's Maintenance, Operations, ARFF and Management activities is key to sustaining safe, effective airport services that meet the needs of Nantucket's air travelers, FAA standards and the community's expectations. Adequate facilities that meet current needs to effectively house airport personnel and equipment contribute to more efficient productivity, as well as the preservation of long-term investments in staff, equipment and vehicles. This section examines the deficiencies and potential needs to improve facilities that impact on Airport efficiency.



6.3.1 Snow Removal Equipment (SRE) and Storage

ACK's current Snow Removal Equipment (SRE) and airport maintenance equipment is listed in Chapter 2, Table 2.7. As discussed in Section 2.6.2.3, the airport constructed the existing SRE storage and maintenance building within the "Bunker Area" located to the east of Runway 15-33 in 2000. The 25,200 SF building is co-occupied with the NRTA (Nantucket Regional Transportation Authority) and while the Airport's side of the SRE building (17,325 SF) has adequate repair shop, maintenance and staff facilities, it does not provide enough storage space for all of the Airport's SRE equipment. FAA AC 150/5220-18A, Table 3-1, sets storage space standards for SRE buildings. The FAA uses an Equipment Safety Zone (ESZ) allocation standard which is added to vehicle dimensions to ensure safe operating conditions inside the storage area portion of the building. Nantucket's existing SRE Garage has 5,000 SF of ESZ storage space. Based upon the number and type of ACK's SRE vehicles and airfield maintenance equipment, the FAA standard requires more than 11,300 SF of ESZ area. That results in a deficiency of 6,300 SF of ESZ, which requires an added building area of approximately 9,660 SF to yield the needed ESZ storage area. Adding four 24'x105' bays would yield 10,080 SF, which would provide for future SRE needs. During the warmer months, ACK utilizes a separate Quonset hut type tent structure to store the winter season airport SRE equipment. A 22' and 19' plow, two 11' plows, and three 8' pickup truck plows, along with two 6 yard sanders and one 3 yard sander are stored within this temporary Quonset style tent structure.

The FAA's 2014 Part 139 Safety Inspection states, "After a review of the existing fleet of snow and ice control equipment, the FAA inspector recommends the acquisition of one additional snow blower with broom/blower/plow capabilities to enhance airfield snow removal operations and improve the effectiveness of airfield maintenance staff during snow removal events." Other equipment due to be phased out include a 1988 John Deere 644E Loader. During July 2014, the Airport received MassDOT Grants to purchase a new John Deere utility tractor and brush hog, a John Deere skid steer, and an F-350 pick-up truck with a skid mounted tank for vegetation control.

Two additional pieces of SRE equipment are expected to be added in the coming years. Based on the FAA inspector's recommendation, an additional blower will be needed within the planning period. Due to the existing inadequate storage space for the current equipment, it would be advantageous for the SRE storage facility to be expanded by four additional bays to store all equipment. Concepts will be explored in Chapter 7.

6.3.2 Ground Service Equipment (GSE) and Storage

As discussed in Section 2.6.2.1, the Ground Service Equipment (GSE) storage area at ACK is inadequate and storage of the equipment is fragmented. During the summer months, the Airport's FBO passenger shuttle carts, auxiliary power units (auxiliary power units) and ramp equipment are partially housed in an open, 542 SF two-bay wooden shelter, adjacent the South Apron (see **Fig. 2-26**, Chapter 2). This shelter is open to the weather and is of insufficient size to properly store the Airport's increasingly expensive APU equipment and shuttle carts, which total 2,444 SF of area (see **Table 2-10**, Chapter 2).

The airlines at ACK that provide seasonal air carrier service provide their own GSE which is generally stored outdoors on the North Apron pavement. The airlines' GSE equipment includes aircraft tugs, deicers, ground power units, baggage carts, and belt loaders. During the winter months, the airline GSE



equipment is stored along with summer airfield maintenance and the Airport FBO/Operations equipment in the temporary Quonset style storage tent located northeast of the North Ramp off the Runway 24 end (see **Fig. 2-25**, Chapter 2).

Consideration should be given to replacing the existing 542 SF Airport FBO GSE Shelter with an adequately-sized facility which protects the Airport's GSE investment from deterioration in Nantucket's coastal weather environment. Options will be considered in Chapter 7.

6.3.3 Airport Rescue and Fire Fighting (ARFF) Building and Storage

As discussed in Section 2.6.2.2 the Airport Rescue and Fire Fighting (ARFF) Building opened in 2012. The building is sized to meet ARFF Index B (based on the function of the largest passenger aircraft that operates at ACK). In June 2014, the Airport received an FAA Grant to purchase a new Oshkosh 'Striker' 4x4 ARFF vehicle with a 1500 gallon water and 450 pound dry chemical fire suppression system to replace an older ARFF truck. Recent HVAC leakage problems have created interior water damage issues which, in the event of a recurrence, could adversely affect ARFF functions, training activities, and airfield Operations which are co-located in the ARFF building.

No additional storage needs or replacement ARFF equipment is required, however a review and upgrade to the building's HVAC plumbing and IT Control systems are recommended for the short term planning period.

6.3.4 Seasonal Employee and Manager's Housing

As reported in Section 2.8, an increasing concern has been the availability of seasonal housing for summer employees. With summer season Operations staff increasing by 11, the FBO staff doubling from 3 to 6, and Security adding 3 personnel in 2014, the overall staff increases by nearly 60% to a total of 52 seasonal employees. The Airport currently maintains a three-bedroom bungalow (the "Thompson house") which sleeps 8 and is in need of major upgrades. With 19 incoming staff each summer, and given the prices of summer rental properties in Nantucket's premium market, seasonal housing is a critical concern. Seasonal housing needs also beset the Island's Public Security and Public Services sectors, including the Town's summer Police and lifeguard hires, as well as US Coast Guard summer safety staff, all requiring temporary housing. There have been previous proposals to develop town-sponsored dormitory-style housing for seasonal employees, some of which included participation by the Airport. In addition, all previous ACK Airport Layout Plans have identified a proposed Airport Manager's House. The lack of permanent housing for the Airport Manager can be a deterrent in attracting and sustaining qualified senior airport management candidates to the Island. The problem is exacerbated by Nantucket's real estate market, where 12-month leases are in danger of not being extended by property owners in favor of more lucrative 4-month summer leases that generate equivalent or higher returns over shorter periods. This has become an increasingly critical issue, which when combined with the need for seasonal employee housing, has become acute in recent years. Rehabbing and relocating the existing Thompson House as the Airport Manager's House and providing a dormitory location on Airport property for seasonal Airport and Town safety/security employees should be considered.



There is a need to plan for seasonal dormitory-style housing and an Airport Manager's House within the next 5-Year planning period. Alternatives will be considered in Chapter 7.

6.3.5 Automobile Parking

Section 2.6.2.6 reported on the 292 parking spaces in the main parking lot, which is divided into two sections. There are 66 spaces in the front section, intended for one-hour, short-term drop-offs and pick-ups, and 226 spaces in the rear long-term lot, which is frequently less than half-full. Parking tokens are dispensed at the single entrance access control gate, with two auto-pay exit control gates. Due to equipment maintenance issues, a need has been identified to install a second entrance control gate to provide redundancy. In addition, it has been noted that there is a lack of available long-term parking for contractor vehicles and storage areas for equipment. A separate facility, more remotely located, should be considered to meet contractor needs. While excess space is often available at the rear of the long-term parking lot, parking needs for airport users are anticipated to increase over the short to mid-term planning period (see **Table 6-11**).

Table 6-11 Terminal Parking Demand				
	2013	2018	2023	2028
Annual Enplanements	178,303	196,996	215,326	233,656
Short-Term/Long-Term Parking Spaces Requirement	292	322	352	382
Parking Spaces Surplus/(Deficit)	0	(30)	(60)	(90)

Consideration should be given during the 5 Year planning period to providing one additional access control gate and a separate long-term parking facility for contractor vehicles. Options are considered in Chapter 7. Since the long-term portion of the parking lot frequently has more than 80 spaces available, there is no apparent need to consider additional parking capacity until the 15 Year planning period.

6.4 Revenue Improvements

Nantucket's passenger enplanements had dropped from a high of 302,161 in 2000 down to a total of 178,303 in 2013 (as shown in Table 4.3.2 and Chart 4.3 in Chapter 4), which is roughly equivalent to the 1993 level of enplanements. This 40% drop in enplanements resulted in reduced revenues while operational costs remained the same or increased. The reduction in enplanements has been reflected in the FAA's annual apportionment of Federal Aviation Trust Funds provided to Nantucket Airport. This annual apportionment is based upon local and national passenger ticket tax revenues. As enplanements decline, income from ticket sales declines. On a national basis, this has been exacerbated by airlines switching to fee-based surcharges (such as fees for checked bags or carry-ons, etc.) which divert money directly to the airlines without supporting the FAA or airports via the ticket tax. These losses in ticket income have caused FAA to reduce Nantucket's entitlement by \$600,000 since 2007. This creates constraints on the size of ACK's capital repair projects for taxiways or aircraft parking aprons, for



example. Chapter 4 notes similar reductions in the number of aircraft landings and takeoffs, which cause another loss of income to the Airport due to reduced landing fees and fuel sales. Recent concern has been raised over proposed increases in Fast Ferry service between Nantucket and Hyannis. The Fast Ferry is seen as direct competition with the airport's shuttle market to HYA, which has suffered major reductions coinciding with prior Fast Ferry service. As a result of these reductions in income, there is a need to create alternate revenue sources and enhanced efficiencies to improve the airport's financial sustainability.

Options should be considered for alternate revenue sources and increased efficiencies. These may include: Restructuring Rates and Charges; Revised GA Jet Parking Fees; GA/Commercial Combo Hangar Space; Terminal and GA Building Flex-Space Rental Options; Surplus Parcels disposal (swap-sell-lease); Expanded Bunker Area leasing; Reuse of Surplus Airport FBO Building; Solar and Alternative Energy Development Concepts; Apron Lighting Controls; Ramp Electrification and Alternate APU Power Systems; Propane and/or Electric Airport Vehicles; and Airport GIS Mapping for more efficient systems management, among others. Chapter 7 will consider these and other practicable alternatives for revenue enhancement.

6.5 Environmental / Sustainability Improvements

As an island with an international tourist-based destination economy, Nantucket is challenged to maintain its unique environmental resources, while balancing tourism demands with quality of life and sustainability goals. Energy costs and compliance with MEPA/NEPA and local environmental regulations are on-going concerns at ACK. The airport faces increased electric costs over the mid to long-term planning period, as well as an increasingly restrictive set existing and future permit requirements for habitat management on airport property.

6.5.1 Environmental - Solar Array

The Airport could consider the installation of solar photovoltaic panels as sustainable power source and revenue generator, similar to the solar installation at HYA. This would have the benefit of providing sustainable power while avoiding future increases in electric power costs. If the power provider were set up as a community non-profit corporation, similar to the Cape and Vineyard Electric Corporation (CVEC) at Hyannis Airport, any power reserves could be sold back to the grid and the installation would provide a long-term revenue source for the Airport. FAA Approvals and an FAA glint and glare review would be required, as well as environmental permitting

6.5.2 Environmental - Airport Vehicle Fleet Conversion

The Airport should consider a phase-in of new alternative-fuel maintenance vehicles to replace vehicles operating on diesel.

6.5.3 Environmental - Transportation Initiatives

The Airport could negotiate to increase the frequency of the NRTA's Ferry/Airport Route from the current 20-minute headway during the peak seasonal period. Other initiatives would be to promote available shuttles, rental cars, cabs, and courtesy vans at the airport through a variety of venues, publications and media. Locate dedicated parking spaces for cars powered by alternative fuels in parking lot close to the terminal. Provide free or low-cost charging station for EV vehicle(s) in short-term parking area. Provide loaner bicycles or bike-share station for pilots and/or visitors to use for short-term (see Chatham Airport or BWI Thurgood Marshall Airport). Or partner with hotel(s) or Town for multiple-station Town-wide bike share program. Provide free or discounted space for vendor



for bike rental desk. Provide additional modern bike parking with protection from the elements and higher security, such as a card-key-access bike cage. Extend existing bike paths closer to the airport.

6.5.4 Rare Species Master Plan

As discussed in Chapter 3, the airport is host to numerous plant, invertebrate and bird species of concern. Most of the airport property is mapped as habitat for these species, and the airport actively maintains portions of the airfield as habitat for grassland plants. Each project that the airport undertakes requires a state level review process to determine its potential effect on these species, and determine appropriate mitigation in the form of new or protected habitat. The creation of an Endangered Species Master Plan would allow the airport and the state to take a longer look at where the best habitat is now, where all foreseeable airfield improvements will likely occur, and where the best areas for mitigation are. This would allow for the habitat mitigation areas to be created up front, in advance of any projects and would require coordination with NHESP once, for the Master Plan, rather coordination for each individual project. This reduces construction delays and number of fees for individual projects. The ratios of required mitigation acreages to impact acreages may also be more favorable with this approach due to the value of habitat creation and management up front. Currently only one airport in the state (Westfield-Barnes Municipal Airport in Westfield, MA), has created an airport Rare Species Master Plan.

6.6 Summary Table

A summary of the facility improvements that currently need to be addressed at ACK during the 20 year planning period is provided below in **Table 6-12**. Certain improvements will be further examined in Chapter 7, Alternatives Analysis to evaluate options that accommodate the facility requirements.

Table 6-12 Existing Facility Requirements Summary ¹⁶			
Section	Item	Issue	Trigger
6.1.1.4	Runway Protection Zone	<ul style="list-style-type: none">RW 15 RPZ has non-compatible land use area within the NE corner.Hangars 5&6 are located within the RW 15 Part 77 RPZ.	<ul style="list-style-type: none">Non-compliance per AC 150/5300-13A CHG 1, <i>Airport Design</i>, Section 310, B.
6.1.1.4	DME Shelter	<ul style="list-style-type: none">Flood proofing should be considered for the DME Shelter.	<ul style="list-style-type: none">Located within CAT 4 Hurricane Tidal Surge Zone.
6.1.2.1	Taxiway Separation	<ul style="list-style-type: none">FAA Taxiway Design Criteria require 152' separation. Taxiways 'E', 'F'/'E' and 'G' have 125' separation.	<ul style="list-style-type: none">Non-compliance per AC 150/5300-13A CHG 1, <i>Airport Design</i>, section 404, Table 4-1.
6.1.2.2	Exit Taxiway	<ul style="list-style-type: none">RW 24 would benefit from an additional exit taxiway to relieve congestion hotspots in the taxiway system.	<ul style="list-style-type: none">Recommended per AC 150/5060-5; 25.491-1; AC 150-5020-1; and ATCT recommendation.
6.1.2.3	Taxiway Pavement	<ul style="list-style-type: none">The MassDOT PCI indicates that Taxiway 'E' is beyond the 20-year design life	<ul style="list-style-type: none">MassDOT PCI Plan, as extended per MassDOT 2014 Crack Seal Program.
6.1.2.4	Parallel Taxiway	<ul style="list-style-type: none">FAA Design Standards recommend a Parallel Taxiway for Non-Precision Instrument Runway 33.	<ul style="list-style-type: none">Recommended per AC 150/5300-13A CHG 1, <i>Airport Design</i>, Section 405.

¹⁶ Jacobs, 2014



6.1.3.1	Taxilane Width	<ul style="list-style-type: none"> Taxilanes in the South Apron do not meet design standards for spacing due to an increase in aircraft size 	<ul style="list-style-type: none"> Non-compliance per AC 150/5300-13A CHG 1, <i>Airport Design</i>, section 404, Table 4-1.
6.1.3.2	Apron Pavement	<ul style="list-style-type: none"> The MassDOT PCI indicates the majority of apron pavement is beyond or close to their 20-year design life 	<ul style="list-style-type: none"> MassDOT PCI conditions have been extended per MassDOT's June 2014 Crack Seal Project
6.1.4	Part 77 Transitional Surfaces	<ul style="list-style-type: none"> Tail heights of aircraft parked on north apron can penetrate the Transitional Surface for RW15-33 and RW6-24 	<ul style="list-style-type: none"> Non-Compliance per CFR Part 77, <i>Safe and Efficient Use of Navigable Airspace</i>, Subpart C, Section 77.17
6.1.5.1	Perimeter Security Improvements	<ul style="list-style-type: none"> Airfield access points should be upgraded and integrated into existing central security system to provide positive airfield access control and intrusion detection capabilities Upgrade command/control systems and video surveillance for increased situational awareness 	<ul style="list-style-type: none"> AC 150/5360-13 CHG1, Section 804; FAA AR-00-52; RTCA DO-230A; TSR Part 1542
6.1.5.2	Communication Systems	<ul style="list-style-type: none"> Upgrade to fiber optic or more modern wireless system. 	<ul style="list-style-type: none"> (as above)
6.1.5.3	Telcom Facilities	<ul style="list-style-type: none"> Consolidate communications to security control room 	<ul style="list-style-type: none"> (as above)
6.1.5.4	IT Systems	<ul style="list-style-type: none"> Consolidate FIDS (Flight Information Data System). Upgrade public address and paging system Upgrade and replace airport wide telephone system. 	<ul style="list-style-type: none"> (as above)
6.2.1	Secure Hold Room Capacity	<ul style="list-style-type: none"> The secure hold room is often at or exceeding its rated occupancy, per Code requirements 	<ul style="list-style-type: none"> International Building Code, Table 1004.1; NFPA Fire Code and ACRP Report 25, <i>Airport Passenger Terminal Planning and Design</i>, Volume 1; FAA AC 150/5360-13
6.2.2	Air Carrier Apron	<ul style="list-style-type: none"> Need for one additional air carrier aircraft parking position 	<ul style="list-style-type: none"> FAA AC 150/5300-13A; FAA Order JO 7110.65
6.3.1	SRE Storage Needs	<ul style="list-style-type: none"> SRE equipment is due to be phased out and new equipment is expected in the short term. Currently the SRE equipment is stored in various locations on the airfield. All equipment should be in one location. 	<ul style="list-style-type: none"> Guidelines for SRE storage needs can be located in AC 150/5220-18A, <i>Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials</i>. Guidelines for SRE equipment listed in AC 150/5200-30C, <i>Airport</i>



			<i>Winter Safety and Operations.</i>
6.3.2	GSE Storage Needs	<ul style="list-style-type: none"> Currently the GSE equipment is stored in various locations on the airfield. All equipment should be in one location. 	<ul style="list-style-type: none"> Guidelines for GSE Storage listed per AC 150/5360-13 CHG1
6.3.3	ARFF HVAC Upgrades	<ul style="list-style-type: none"> ARFF building has history of plumbing leaks that threaten airport Ops and Management functions 	<ul style="list-style-type: none"> 248 CMR 10.00 Uniform State Plumbing Code
6.3.4	Seasonal Employee and Manager's Housing	<ul style="list-style-type: none"> Need for additional housing to accommodate seasonal employees as well as Airport Manager's dwelling 	<ul style="list-style-type: none"> AC 150/5070-6B. Sections 809 & 812
6.4	Revenue and Efficiency Needs	<ul style="list-style-type: none"> Consider additional revenue sources and enhanced efficiencies 	<ul style="list-style-type: none"> AC 150/5070-6B. Sections 608, and 1202-1204
6.5	Environmental and Sustainability Needs	<ul style="list-style-type: none"> Environmental Permit compliance and sustainability objectives 	<ul style="list-style-type: none"> MEPA and NEPA Regulations MESA Permit conditions



APPENDIX A

Terminal Building LOS Study



Nantucket Memorial Airport (ACK) – Terminal Building LOS Study

Introduction

This report provides a broad Level of Service (LOS) analysis of Nantucket's passenger terminal building using the FAA Airport Cooperative Research Program (ACRP) Terminal Planning Spreadsheet Model. LOS calculations compare the passenger demand in each functional area (ticketing, baggage, airline office space, holdrooms, concessions, and circulation, TSA, and maintenance areas, during the peak hour to the capacity metrics outlined in this report in the following section. The following factors were used to model the ACK LOS:

- 90% load factor was applied to each aircraft operation and used as an integer number of passengers in the model, based on aircraft equipment currently in use.
- The terminal program was based upon "Peak Month Peak Day". A gated schedule was not available. In order to accurately determine the peak hour during a peak day, a schedule was created using the second Sunday in August as the "peak day", as suggested by prior analyses. The schedule was created based on current available information from all commercial airlines that serve ACK.
- The "Status Quo" Forecast of Aviation Demand served as the basis for enplanements and commercial operations were used as the basis for terminal programming for ACK. Annual demand forecasts were analyzed to interpolate the number of Peak Hour Originating Passengers (PHOP), Peak Hour Terminating Passengers (PHTP), Annual Enplanements (ANNEP), and Peak Hour Passengers (PHP).
- TSA equipment throughput capacity was determined based on industry standards and per the equipment shown on floor plans.
- Weather delays and ground holds are known to occur sporadically at ACK, however for the purposes of this study and forecasting these were not factored into the sizing of the individual program functions.

Design Hour Determination

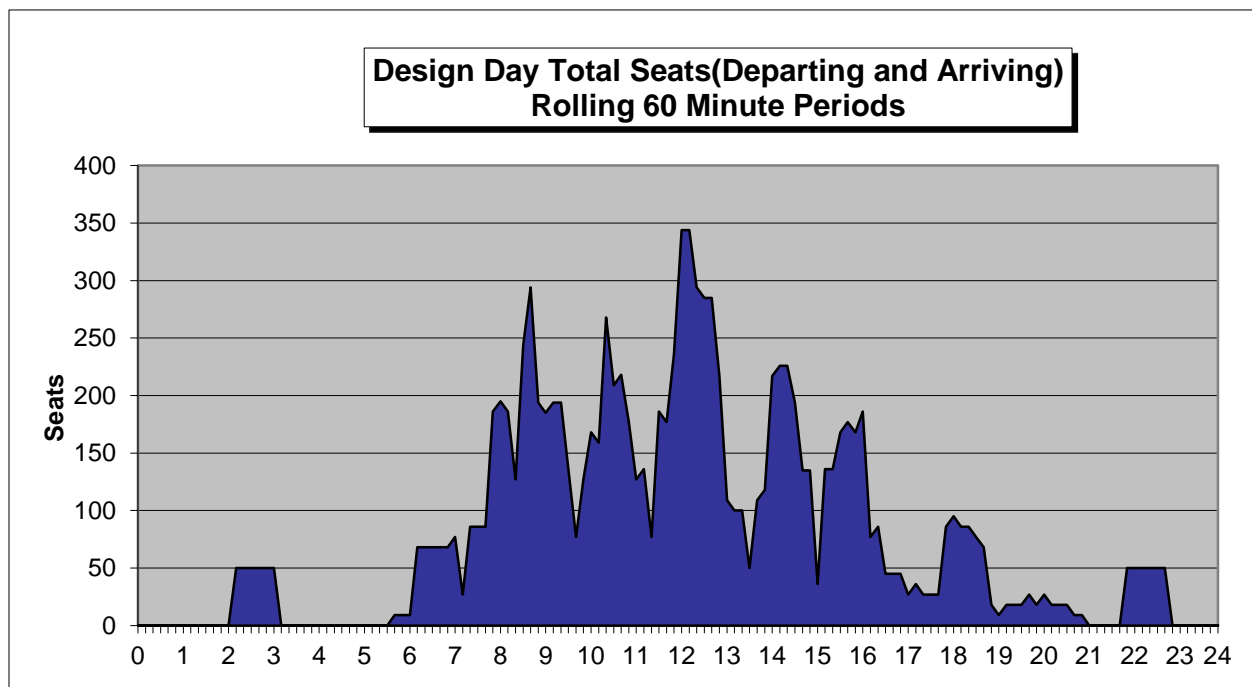
The peak hour was determined by compiling published ACK flight schedules for August 10, 2014. These flight schedules only include commercial aircraft and passengers that will pass through TSA security. This study analyzes only the passengers for the secure/air carrier portion of the building. Air taxi (IE: Island Airlines and Nantucket Airlines) passenger counts were not analyzed or factored into the forecast.



The analysis determined that the peak hour was from 12:10pm until 1:10pm, with a total of 176 departing passengers and 168 arriving passengers. Since the layout of ACK separates the departing holdroom from the arriving passengers our analysis for these areas was also separated.

During the peak hour it was determined that there are 5 departing flights, one E-190 (100 passengers) flight to JFK, one ERJ-135 (50 passengers) flight to DCA, and three C-402 (9 passengers) flights to BOS. There are also 4 arriving flights, one E-190 (100 passengers) flight from JFK, one ERJ-135 (50 passengers) flight from DCA, one C-402 (9 passengers) flight from BOS, and one C-402 (9 passengers) flight from PVD.

The PHOP, PHTP, and PHP were derived by analyzing the total number of passengers that would arrive and depart on these 9 flights during the peak hour, with the given 90% load factor. Since ACK is unique in that the departing Holdroom and arrival Holdroom are separate and these passengers will not mix, the analysis of the individual program spaces reflects this unique arrangement.



Ticketing

Using the ACRP model of spatial needs, the current ticketing area is adequate for ACK. However, certain assumptions were made to determine this condition. Further study may be warranted based on real world observations and verified projected growth. Currently ACK has 26 counter positions. Roughly 12 of these positions have direct access to the outbound baggage screening belt. The terminal programming analysis only considered these 12 positions, and assumed a standard Level of Service C for this specific operation. General rule of thumb indicates that 50% of the passengers will arrive during the peak 30 minute period for check-in and 60 minutes prior to departure, and we have assumed that 70%



of those passengers will use the ticketing counters. The remaining 30% will use self-service kiosks and print their tickets at home. Refer to the ACRP model for further analysis.

Based upon the “Status Quo” forecast, the recommended needs for ticketing space are indicated below.

			REQUIRED SQUARE-FOOTAGE PER FORECAST YEARS				
Type of Occupancy	Existing SF	Conceptual Planning Factor	2014	2018	2020	2025	2030
Ticketing							
Ticket Counter Area	1226	3.15 SF/PHOP	567	611	633	687	742
Ticker Counter Length	118	0.3 LF/PHOP	54	58	60	65	71
Ticket counter Queuing	1,188	6 SF/PHOP	1,080	1,163	1,206	1,309	1,413
Airline Office Space	1,070	7.5 SF/PHOP	1,349	1,454	1,507	1,636	1,766

Currently each air carrier has designated office space, currently this space is adequate. However, our analysis indicates that the current space is smaller than industry standards dictate. Furthermore, as operations increase additional square-footage may be necessary. The current arrangement does not have adequate space to accommodate a new air carrier if one is added and analysis of the seasonal air carrier(s) office space needs should be completed to understand the most efficient use of the current office spaces.

Security

Using the ACRP model, the current peak hour needs are met with two (2) operating security lanes. However, a more accurate approach for an airport the size of ACK is to consider security screening in 3 parts: TSA security queuing; TSA security screening; and TSA reconciliation area. Queuing and reconciliation area is determined based on Peak Hour Originating Passengers (PHOP), whereas screening area is determined by a flat number based on size of machine in use. Currently ACK does not use a full body scanner in their screening process. Additional square-footage will be required should TSA decide to add this equipment.

The recommended needs for screening are indicated below. Square footages in red indicate a deficiency.

			REQUIRED SQUARE-FOOTAGE PER FORECAST YEARS				
Type of Occupancy	Existing SF	Conceptual Planning Factor	2014	2018	2020	2025	2030
TSA Security Screening	1332	1200 SF/Lane	2,400	2,400	2,400	2,400	2,400
TSA Security Queuing	423	2 SF/PHOP	360	388	402	436	471
TSA Baggage Screening Area (Bag Make-Up)	2112	850 SF/Machine	850	850	850	850	850



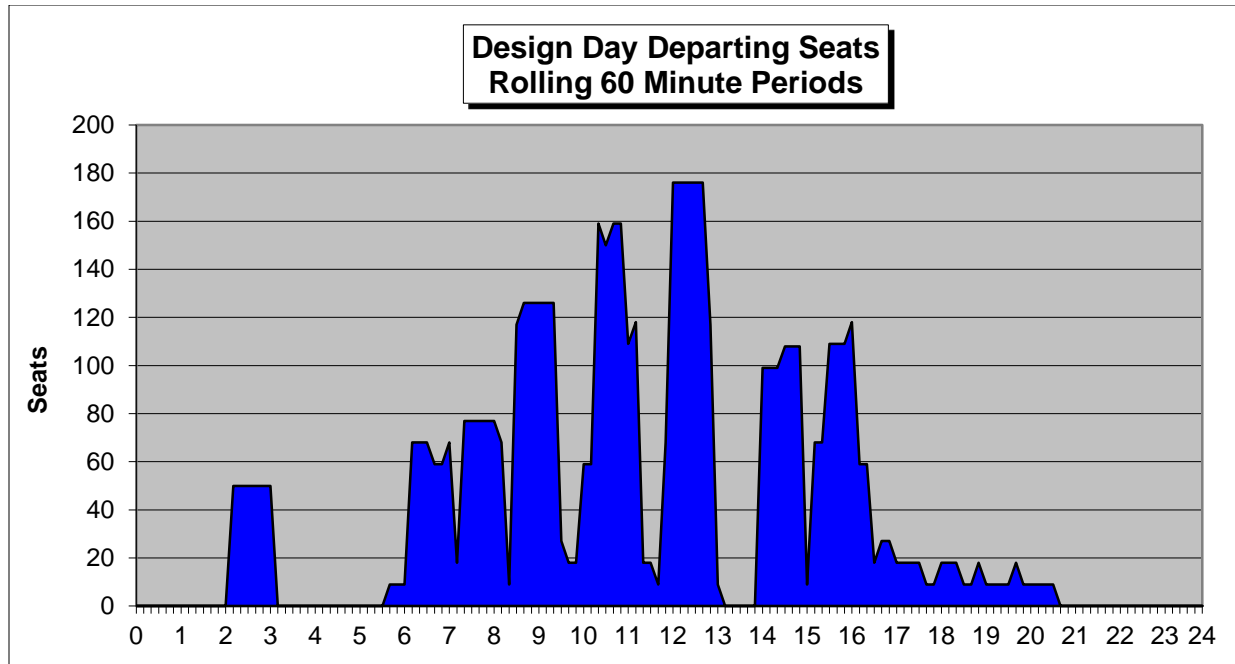
TSA Offices	333	4.34	SF/PHOP	781	841	872	947	1,022
TSA Reconciliation Area	276	2	SF/PHOP	360	388	402	436	471
TSA Security Areas Subtotal				4,751	4,867	4,926	5,070	5,214

Holdroom

Holdroom capacity analysis in the ACRP model considers the number of seats on the design aircraft. For the purpose of this study, and due to the likelihood of multiple planes being parked during a peak hour, the largest plane that services ACK was chosen. The largest plane currently in service at ACK is an E190 aircraft at 100 seats, at an assumed 90% load factor. IATA/ACRP standards estimate that 80% of the Holdroom passengers will sit and 20% will remain standing. In order to yield an LOS of C, the seated passengers require 15 square-feet and standing passengers will occupy 10 square-feet.

Seated and standing square-footage for a 100 passenger plane at 90% load will require 1,260 SF. This number does not currently take into consideration space for podiums, boarding corridor width, or passenger amenities. Once all items are considered in the ACRP model the estimated size required for the Holdroom equals 2,519 square-feet.

Unlike the ACRP model, this analysis considers the peak hour originating passengers which are more indicative of the expected number of passengers that will occupy the arrival holdroom and departure holdrooms. The PHOP was derived from the ACRP peak hour model, which analyzed the number of schedule seats during the peak hour. For the purpose of this analysis, the PHOP was increased based on the percentage increase in annual enplanements from the "Status Quo" forecasts. This analysis used the same breakout of seated versus standing passengers and required square footages as the ACRP model. Again, existing and forecast spatial deficiencies are indicated in red.



Type of Occupancy	Existing SF	Conceptual Planning Factor	REQUIRED SQUARE-FOOTAGE PER FORECAST YEARS				
			2014	2018	2020	2025	2030
Holdrooms (Secure)	1,937						
Space for Sitting Passengers		15 SF/PHOP	2,159	2,326	2,411	2,618	2,825
Space for Standing Passengers		10 SF/PHOP	360	388	402	436	471
Subtotal			2,519	2,714	2,813	3,054	3,296

The current Holdroom at ACK has 1,937 SF and is limited to 126 persons per fire code. On a typical peak day in August, ACK can expect to have 176 passengers occupying the holdroom during the peak hour, requiring 2,519 SF. This is 582 SF above the available SF and 50 passengers over the existing capacity. During weather delays or FAA Ground Stops, this overcrowded condition can reportedly increase. This is a potential code issue and should be further studied to verify and resolve this condition.

Concessions

The ACRP model does not include the spatial needs for “Concessions” in its study factors.

Therefore, industry standard conceptual planning factors were applied to arrive at forecast estimates for Concession space. Square footages in red indicate a deficiency in Concession space.

All concession space is currently located on the non-secure side of the airport, with no concession space on the secure side. Future planning should provide more concession space on the secure side.

REQUIRED SQUARE-FOOTAGE PER FORECAST YEARS



Type of Occupancy	Existing SF	Conceptual Planning Factor	2014	2018	2020	2025	2030
Concessions (Food/Beverage)	2,657	0.0055 SF/ANNEP	1,003	1,083	1,124	1,225	1,325
Concessions (News/Gifts)	475	0.0023 SF/ANNEP	419	453	470	512	554
Concessions Storage	84	0.0005 SF/ANNEP	91	102	102	111	120

Rental Car Counter Area

The ACRP model does not include rental car counter area in its factors.

Therefore, this study applied industry standard conceptual planning factors to arrive at forecast estimates. Square footages in red indicate a deficiency.

Type of Occupancy	Existing SF	Conceptual Planning Factor	REQUIRED SQUARE-FOOTAGE PER FORECAST YEARS				
			2014	2018	2020	2025	2030
Rental Car Counter Area	550	0.0025 SF/ANNEP	456	492	511	557	602

Outbound Baggage + Screening

The ACRP model considers the PHOP for the analysis of the outbound baggage and screening.

This study applied the ACRP factors and assumptions in this analysis as follows:

- 60% of passengers will check luggage
- 1.5 bags per passenger – this number skews towards the higher end of the estimate based on the fact ACK is a leisure destination.
- Level 1 and 2 EDS screening rate is assumed to be 120 bags per hour.
- Level 3 EDT screening rate is assumed to be 24 pages per hour per screener.
- ACRP indicates that Level 1 area per EDS is 800 SF per unit.
- ACRP indicates that Level 2 area per EDS is 40 SF per unit.

The ACRP model indicates that 1,619 SF is needed for outgoing baggage screening, which implies a 496 SF surplus of current space. Existing Bag Screen space is adequate through the 2030 planning period.

Forecasted spatial needs for Bag Claim Frontage are indicated below. Square footages in red indicate a deficiency.

Type of Occupancy	Existing SF	Conceptual Planning Factor	REQUIRED SQUARE-FOOTAGE PER FORECAST YEARS				
			2014	2018	2020	2025	2030
Outbound Baggage	2112	9 SF/PHOP	1,619	1,745	1,808	1,964	2,119
Baggage Claim Area	1783	9.5 SF/PHTP	1,632	1,758	1,822	1,978	2,135



Baggage Claim Frontage	54	1.5	LF/PHTP	258	278	288	312	337
Baggage Claim Service Office	0	1.5	SF/PHTP	258	278	288	312	337

EXHIBIT 1
PENDING LEASES/CONTRACTS/AGREEMENTS
September 9, 2014

Type of Agreement/Description	With	Amount	Other Information	Source of Funding
Lease Agreement	Tradewind Aviation	(\$11,000)	FBO Building Use Fee	Rental Income
			Plus \$1,500 Annual Business Fee	
			Plus Landing Fees	
Lease Agreement	US Airways Inc	(\$6,960)	Terminal Office Space	Rental Income
			Plus \$1,500 Annual Business Fee	
			Plus \$480 Intercom/Announcement	
Contract	KOBO Utility Construction Corp	\$5,850	Push Approx 75' of 4" Pipe Underground for GA Building Irrigation System	Capital Budget
Contract	MHQ Supply	\$56,745	Purchase of 2014 Ford F250	Capital Budget
			For Operations Department	

NANTUCKET MEMORIAL AIRPORT COMMISSION

LEASE AGREEMENT

LESSEE NAME: Tradewind Aviation, LLC

ADDRESS: Attn: Eric Zipkin, President
Waterbury-Oxford Airport
5 Juliano Drive
Oxford, CT 06478

PHONE: 203-267-3305

SPACE: FBO Facility

INTENDED USE: Commuter Air Service

LOCATION: General Aviation (South Ramp)

SIZE: N/A (SQ.FT.)

ANNUAL FEES: \$1,500.00 Business Fee

RENT (PAYABLE ANNUALLY) N/A

PLUS MONTHLY:

AMOUNT IN LIEU OF TAXES N/A

Building Use Fee

May–September \$1,500/mo. – 4 m/min

October–April \$500/mo.

SECURITY DEPOSIT: N/A

STARTING DATE: 6/1/2014

ENDING DATE: 06/30/2014

This Lease Agreement, made this _____ day of _____, _____, by and between the Town of Nantucket acting by and through the Nantucket Memorial Airport Commission, a commission established, pursuant to the powers contained in G.L. c.90, Section 51E, having an address of Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 hereinafter called "LESSOR" and Tradewind Aviation, LLC, "LESSEE", named above hereinafter called "LESSEE".

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

1. **PREMISES:** LESSOR agrees to lease to LESSEE the above space (the "space" or "Premises") at LESSOR's facility known as Nantucket Memorial Airport (the "Airport"), all on the terms and subject to the conditions of this Agreement. Notwithsatnding anything to the contrary in this Lease, the Premises are hereby leased in an "as is" condition without any representations or warranties whatsoever, express or implied.

2. **TERM:** The initial term of this Agreement shall be for a period of up to one (1) month, commencing on the starting date above, automatically renewable without notice, up to a total of 12 months, provided LESSEE is not in default. Either party shall give thirty (30) days written notice of its or their intent not to renew the monthly term. If after the termination of this Lease, LESSEE shall be deemed to be a tenant from day to day at a daily fee for use and occupancy as may be established by LESSOR, subject to the terms of this Lease.

3. RENT: LESSEE shall pay LESSOR its rent annually, or monthly, the sum of \$10,000.00 in advance of the first day of the term. Payment shall be made at LESSOR's office located at the Airport. LESSEE shall also be responsible for Airport fees determined annually by LESSOR. The amount of rent may be changed by the LESSOR upon thirty (30) days written notice to the LESSEE prior to the commencement of the term or any renewal term.

4. PERMITTED USE OF PREMISES: The Premises shall be used and occupied by LESSEE solely for its intended use or uses as stated above, and may not be used for any other purpose. No commercial activity of any kind whatsoever shall be conducted by LESSEE in, from, or around the Premises without the prior written consent of the LESSOR. In utilizing the Premises, LESSEE agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the LESSOR. For additional terms of lease, see "Addendum" (if any) attached hereto and made a part hereof.

5. MAINTENANCE AND USE OF PREMISES: The Lessee shall at its own cost and expense agree:

(a) To furnish, install and maintain in the Premises equipment and fixtures necessary for carrying on the purpose as hereinabove described, together with electrical rearrangements, decorating and other work, all at LESSEE's sole cost and expense, and all subject to the prior approval of the Board of Commissioners of the Nantucket Memorial Airport or such Commissioners acting through the Airport Manager of the Nantucket Memorial Airport (the "Airport Commissioners") who may require that said fixtures and equipment be of the same design and appearance as other lessees.

(b) Not to exhibit any sign or advertisements in or about the Premises without the prior approval of the Airport Commissioners.

(c) To keep its furniture, equipment and fixtures and the areas immediately adjoining the Premises in a clean, safe, and sanitary condition, providing proper waste receptacles, and any other service which is necessary to keep the Premises and the improvements free of any condition that may pose a threat or risk of damage or injury to person or property. LESSOR 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 LESSEE fails to do so within twenty-four (24) hours after notice of such condition. In the event the LESSEE fails to comply with any such notice and LESSOR acts to clean the Premises, LESSEE shall reimburse the LESSOR for all cost and expense incurred by the LESSOR to clean the Premises.

(d) To remedy promptly any condition or discontinue any practice to which the Airport Commissioners may reasonably object.

6. ALTERATIONS; ADDITIONS: The LESSEE shall not make structural alterations or additions to the Premises or non-structural alterations without the LESSOR's consent thereto in writing. All such allowed alterations shall be at LESSEE's sole cost and expense and shall be completed in a good and workmanlike quality and in a condition at least equal to the present construction. All local state and federal permits for renovations are to be provided to the LESSOR for the files. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any

character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. At the termination of occupancy, as provided herein, any alterations or improvements made by the LESSEE shall become the property of the LESSOR, at the discretion of the LESSOR.

7. UTILITIES: LESSEE shall have all telephone and other services used by it, in its own name, where practicable and shall pay the bills therefor. LESSEE is also required to be connected into the Airport paging system through the Airport's contractor. The LESSOR agrees to provide all other utility service and to furnish heat, air condition, if applicable to the space, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control. LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSOR's sole obligation, provided that such installation shall be at the LESSEE's expense and, shall be subject to the written consent of the LESSOR.

8. LESSOR RIGHTS RESERVED: LESSOR reserves for itself the following rights, which LESSEE agrees to observe, and LESSEE agrees that the same may be exercised by LESSOR and that any such exercise of said rights shall not be deemed to effect an eviction or to render LESSOR liable for damages by abatement of rent or otherwise to relieve LESSEE from any of its obligations.

(a) To adopt from time to time rules and regulations not inconsistent with terms of this Lease for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom LESSEE agrees to comply; and

(b) To enter upon Premises and facilities of the LESSEE any reasonable time for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the LESSOR. LESSOR in such case is to use its best efforts to avoid disruption of LESSEE's operation.

No compensation or claim will be allowed or paid by the LESSOR, by reason of inconvenience, annoyance or injury to business, arising from the necessity of repairing, altering, or developing any portion of the Airport.

9. COMPLIANCE WITH AIRPORT AND REGULATORY RULES: LESSEE shall observe and obey all laws and rules and regulations of Airport, any Airport standards of operation and procedures, if any, as adopted by the LESSOR, including but not limited to applicable rules or regulations of the Federal Aviation Authority (FAA) or any other state or federal regulatory agency having jurisdiction. The Airport Commissioners of Nantucket Memorial Airport shall furnish LESSEE with a copy of the Airport rules and/or standards, and it shall be the responsibility of the LESSEE to be familiar with those and any other applicable rules and regulations. LESSEE, its members or visitors, shall comply with all provisions of said procedures.

In amplification of Article Nine, above, Compliance with Airport and Regulatory Rules, LESSEE acknowledges the existence of a body of procedures for the abatement of noise caused by aircraft which have been adopted by the Airport and community as of December 1, 1987, as part of a study performed under Part 150 of the Federal Air Regulations. It is further understood that all lessees conducting commercial airlines operations, or general aviation operations, at the Nantucket Memorial Airport are required to comply with those flight procedures, as amended from time to time, as a condition of their tenancy. Each lessee must satisfy the Nantucket Memorial Airport of their continuing compliance no more seldom than once each year prior to lease renewal and at any time that the Airport Commission has reason to believe that non-compliance has occurred. A finding after hearing that the LESSEE has failed to comply with such flight procedures shall be deemed to be sufficient cause for non-renewal or cancellation of LESSEE's lease.

LESSEE will recognize the importance of federal funding to the Airport under the Airport Improvement Program (or other future program) and will submit to the DOT (whether required by the DOT or not) Form Number 1800-31 on a timely basis with a copy to the Airport Manager's office. This report is for reporting enplanements, from which our Airport receives its federal funding for capital improvement projects. Also, monthly enplanement numbers shall be supplied to the Airport Manager's office within 15 days after the month being reported.

10. HAZARDOUS MATERIALS. Except for common office or household cleaning products used in accordance with manufacturer's instructions and all applicable governmental laws, regulations and requirements, LESSEE shall not use, handle, store or dispose of any Hazardous Waste, Hazardous Material, Oil or radiomactive 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 LESSOR in advance in writing, which consent may be withheld in LESSOR'S sole and absolute discretion. Any Hazarouds 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 LESSOR may terminate this Lease without penalty. LESSEE shall (i) notify LESSOR immediately of any release or threrat of release of any Hazardous Material 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 compliance with all applicable statutes, regulations and standards, at LESSEE'S sole cost and expense, and in addition to any other rights and remedies availalble to LESSOR, (iii) indemnify, defend and hold LESSOR 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 LESSEE, its agents, employees, contractors, reperesentatives, licensees, or invitees. LESSEE hereby acknowledges and agrees that LESSOR shall have no responsibility to LESSEE, its agents, employees, representatives, permittee 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.

11. INSURANCE AND INDEMNIFICATION: THE LESSEE SHALL DEPOSIT WITH THE LESSOR CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW 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.

ADDITIONAL INSURED:

All certificates will indicate the "**Town of Nantucket/Nantucket Memorial Airport (LESSOR)**" as **an additional insured**, under liability coverages, but only as respects operations of the Named Insured as their interests may appear.

INDEMNIFICATION: LESSEE shall defend, indemnify and hold harmless, the LESSOR, its Commissioners, officers, agents and employees, from and against any and all claims, expenses or liabilities of whatever nature from any suits, claims and demands (including without limitation reasonable attorney's fees and experts' fees), (a) arising directly or indirectly from the failure of the LESSEE or LESSEE'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 (b) arising directly or indirectly from any accident, injury or damage, however, caused to any person or property, on or about the Premises where such accident, injury, or damage results, or is claimed to have resulted, from any act, omission or negligence on the part of the LESSEE or LESSEE's contractors, license, agents, employees or customers, or anyone claiming by or through the LESSEE.

LIABILITY INSURANCE: The LESSEE shall maintain, in full force from the date of commencement of the Lease throughout the Term and thereafter so long as LESSEE is in occupancy of the Premises with respect to the Premises and the property of which the Premises are a part, comprehensive public liability insurance, in the amount of \$1,000,000, for each occurrence with property damage insurance in limits of \$500,000, for each occurrence. The policy shall be written with responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

FIRE INSURANCE: The LESSEE shall procure and keep in force, fire and extended coverage insurance upon its 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.

WORKER'S COMPENSATION INSURANCE: The LESSEE and any of its contractors shall maintain and keep in force Workers' Compensation Insurance, which is recognized by the Commonwealth of Massachusetts, and shall deliver to the LESSOR copies of certificate of insurance naming the LESSOR as an additional insured. Without limiting LESSOR's other rights under any

other provisions of this Lease, if LESSEE 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 LESSOR to LESSEE thereof, then LESSOR, without further notice to LESSEE, may take out and pay for such insurance, and the amount of such payment shall become due and payable as Additional Rent on demand.

12. DEFAULT AND BANKRUPTCY: If at any time subsequent to the date of this Lease any of the following events shall occur, LESSEE shall be in default under the terms and provision of this Lease:

- (a) The failure of LESSEE to make payment of any installment of rent or other sum therein specified and such default shall continue for ten (10) days after written notice thereof; or
- (b) The failure of the LESSEE to observe or perform any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or if such failure is of such a nature that LESSEE cannot reasonably remedy the same within such thirty (30) day period, LESSEE 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
- (c) The filing by LESSEE of a voluntary petition or the filing against LESSEE of an involuntary petition in bankruptcy or insolvency or adjudication of bankruptcy or insolvency of LESSEE, or the filing by LESSEE of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future applicable federal, or state law, or the assignment by LESSEE for the benefit of creditors, or appointment of a Trustee, receiver, or liquidation of all or any part of the assets of LESSEE, and within sixty (60) days after the commencement of any such proceeding against LESSEE, such proceeding shall not have been dismissed, or if within ninety (90) days after the appointment of any such trustee, receiver or liquidator of LESSEE or of all or any part of LESSEE's property, without the acquiescence of LESSEE, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against LESSEE or any of LESSEE's property pursuant to which the Premises shall be taken or occupied or attempted to be taken or occupied. Then in any such case, LESSOR may terminate this Lease by written notice to LESSEE specifying a date not less than five (5) days after the giving of such notice on which this Lease shall terminate, and LESSEE shall then quit and surrender the Premises to LESSOR, but LESSEE shall remain liable as hereinafter provided.

If LESSEE defaults under the terms of this Lease as defined above, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the term of this Lease ended, and remove the LESSEES's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith,

including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

13. SURRENDER: The LESSEE shall at the expiration or other termination of this Lease peaceably and quietly leave, surrender and yield to the Premises and all other improvements thereon in good order, repair and condition ordinary wear and tear excepted and remove all LESSEE'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 LESSEE, either inside or outside the Premises). LESSEE shall deliver to the LESSOR 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 LESSEE's failure to remove any of LESSEE's property from the Premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same.

14. TITLE SIX ASSURANCES – NONDISCRIMINATION:

(a) The LESSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease 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 LESSEE 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, 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.

That in the event of a breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate this Lease and to re-enter and repossess the Premises, and hold the same as if said Lease had never been made or issued.

(b) The LESSEE for itself, its personal representatives, successors in interest, and assigns, as apart of the consideration hereof, does hereby covenant and agree as a covenant running with the land that

(1) no person on the grounds of race, color, 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.

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(3) that the LESSEE 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 of the Civil Rights Act of 1964 and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, the LESSOR 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.

15. GENERAL PROVISIONS:

(a) Subordination of Lease. This Lease shall be subordinated to the provisions of:

- (1) any existing or future agreement between LESSOR and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or improvement of the Airport; and
 - (2) any pledge, transfer, hypothecation or assignment made at any time by the LESSOR to secure bonds or other financing.
- (b) Compliance by Other Lessees. LESSOR shall, whenever possible, make reasonable efforts to obtain, uniform compliance with its rules and regulations; however, LESSOR shall not be liable to LESSEE for any violation or non-observance of such rules and regulations by any tenant, concessionaire or LESSEE at the Airport.
- (c) Independent Contractor. It is agreed that LESSEE is an independent contractor hereunder and not an agent or employee of LESSOR with respect to its acts or omissions.
- (d) Sublease; Successors and Assigns. LESSEE shall have no right to sublease the Premises or assign this Agreement without the prior written approval of LESSOR. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the respective parties hereto.

(e) Notices. All notices required to be given to LESSOR or LESSEE shall be in writing and shall be given personally or sent by certified mail, return receipt requested, addressed to such party at its latest address of record. Notices to LESSOR shall be addressed to Airport Commissioners, Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 and notices to LESSEE addressed to its address on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.

(f) Governing Law. This Lease is read and construed in accordance with the laws of the Commonwealth of Massachusetts except where State law shall be preempted by any rules, laws or regulations of the government of the United States of America. The parties hereto agree that any court of proper jurisdiction sitting in Nantucket County, Massachusetts, shall be the proper forum for any actions brought hereunder.

(g) Entire Agreement; Amendment Interpretation. This Agreement with attachments mentioned constitutes the entire agreement between the parties superseding all prior or contemporaneous understandings. No amendment, modification, or alteration of the terms of the Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto. No waiver of default by either party of any of the terms, covenants, and conditions herein to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party. If one or more clauses, sections, or provisions of this lease shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the lease shall not be affected thereby. The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provisions of this Lease.

Signature Page to Follow

NOTICE TO LESSEE:

DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ THE AGREEMENT SET FORTH ABOVE. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AND SHOULD KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

LESSEE, BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

Lessee: Tradewind⁶² Aviation, LLC

Lessor: Nantucket Memorial Airport Commission

By: _____

By: _____
Chairman

PRESIDENT
Title

Date: 8/11/14_____

496956v.3/19715/0001

ACK

NANTUCKET MEMORIAL AIRPORT COMMISSION

LEASE AGREEMENT

LESSEE NAME: US Airways, Inc.**

**ADDRESS: Corporate Real Estate
5501 John Birmingham Pkwy
Charlotte, NC 28214**

PHONE: 704-359-3177

SPACE: Counter/Office

INTENDED USE: Seasonal Office Space

LOCATION: Terminal

SIZE: 174 (SQ.FT.)

**ANNUAL FEES: \$1,500 (Business Fee)
\$480 Intercom**

RENT (PAYABLE ANNUALLY): \$6,960

**PLUS MONTHLY: Landing Fees*
*To be paid by Operating Airline under
separate agreement**

AMOUNT IN LIEU OF TAXES: None

SECURITY DEPOSIT: \$5,000

STARTING DATE: 6/1/14

ENDING DATE: 6/30/14

This Lease Agreement, made this _____ day of _____, 2014, by and between the Town of Nantucket acting by and through the Nantucket Memorial Airport Commission, a commission established, pursuant to the powers contained in G.L. c.90, Section 51E, having an address of Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 hereinafter called "LESSOR" and US Airways "LESSEE", named above hereinafter called "LESSEE".

**US Airways service into Nantucket will be operated by US Airways Inc...using an Affiliate carrier. "Affiliate" shall mean any Air Transportation Company that is either a Subsidiary Airline or operates under contract using essentially the same trade name as Airline at the Airport and uses essentially the same livery as Airline. Should more than one Affiliate carrier simultaneously operate flights out of Nantucket, each shall pay the Seasonal Fee. Affiliate carriers doing ground handling only shall not incur the Seasonal Fee.

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

1. **PREMISES:** LESSOR agrees to lease to LESSEE the above space (the "space" or "Premises") at LESSOR's facility known as Nantucket Memorial Airport (the "Airport"), all on the terms and subject to the conditions of this Agreement. Notwithsatnding anything to the contrary in this Lease, the Premises are hereby leased in an "as is" condition without any representations or warranties whatsoever, express or implied.

2. **TERM:** The initial term of this Agreement shall be for a period of up to one (1) month, commencing on the starting date above, automatically renewable without notice, up to a total of 12 months, provided LESSEE is not in default. Either party shall give thirty (30) days written notice of its or their intent not to renew the monthly term. If after the termination of this Lease, LESSEE shall be deemed to be a tenant from day to day at a daily fee for use and occupancy as may be established by LESSOR, subject to the terms of this Lease.

3. **RENT:** LESSEE shall pay LESSOR its rent annually, or monthly, the sum of \$6,960.00 in advance of the first day of the term. Payment shall be made at LESSOR's office located at the Airport. LESSEE shall also be responsible for Airport fees determined annually by LESSOR. The amount of rent may be changed by the LESSOR upon thirty (30) days written notice to the LESSEE prior to the commencement of the term or any renewal term. In addition to the rent, the LESSEE shall also pay a monthly fee and an amount in lieu of taxes apportioned on a monthly basis, as set forth above.

4. **PERMITTED USE OF PREMISES:** The Premises shall be used and occupied by LESSEE solely for its intended use or uses as stated above, and may not be used for any other purpose. No commercial activity of any kind whatsoever shall be conducted by LESSEE in, from, or around the Premises without the prior written consent of the LESSOR. In utilizing the Premises, LESSEE agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the LESSOR. For additional terms of lease, see "Addendum" (if any) attached hereto and made a part hereof.

5. **MAINTENANCE AND USE OF PREMISES:** The Lessee shall at its own cost and expense agree:

- (a) To furnish, install and maintain in the Premises equipment and fixtures necessary for carrying on the purpose as hereinabove described, together with electrical rearrangements, decorating and other work, all at LESSEE's sole cost and expense, and all subject to the prior approval of the Board of Commissioners of the Nantucket Memorial Airport or such Commissioners acting through the Airport Manager of the Nantucket Memorial Airport (the "Airport Commissioners") who may require that said fixtures and equipment be of the same design and appearance as other lessees.
- (b) Not to exhibit any sign or advertisements in or about the Premises without the prior approval of the Airport Commissioners.
- (c) To keep its furniture, equipment and fixtures and the areas immediately adjoining the Premises in a clean, safe, and sanitary condition, providing proper waste receptacles, and any other service which is necessary to keep the Premises and the improvements free of any condition that may pose a threat or

risk of damage or injury to person or property. LESSOR 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 LESSEE fails to do so within twenty-four (24) hours after notice of such condition. In the event the LESSEE fails to comply with any such notice and LESSOR acts to clean the Premises, LESSEE shall reimburse the LESSOR for all cost and expense incurred by the LESSOR to clean the Premises.

(d) To remedy promptly any condition or discontinue any practice to which the Airport Commissioners may reasonably object.

6. ALTERATIONS; ADDITIONS: The LESSEE shall not make structural alterations or additions to the Premises or non-structural alterations without the LESSOR's consent thereto in writing. All such allowed alterations shall be at LESSEE's sole cost and expense and shall be completed in a good and workmanlike quality and in a condition at least equal to the present construction. All local state and federal permits for renovations are to be provided to the LESSOR for the files. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. At the termination of occupancy, as provided herein, any alterations or improvements made by the LESSEE shall become the property of the LESSOR, at the discretion of the LESSOR.

7. UTILITIES: LESSEE shall have all telephone and other services used by it, in its own name, where practicable and shall pay the bills therefor. LESSEE is also required to be connected into the Airport paging system through the Airport's contractor. The LESSOR agrees to provide all other utility service and to furnish heat, air condition, if applicable to the space, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control. LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSOR's sole obligation, provided that such installation shall be at the LESSEE's expense and, shall be subject to the written consent of the LESSOR.

8. LESSOR RIGHTS RESERVED: LESSOR reserves for itself the following rights, which LESSEE agrees to observe, and LESSEE agrees that the same may be exercised by LESSOR and that any such exercise of said rights shall not be deemed to effect an eviction or to render LESSOR liable for damages by abatement of rent or otherwise to relieve LESSEE from any of its obligations.

(a) To adopt from time to time rules and regulations not inconsistent with terms of this Lease for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom LESSEE agrees to comply; and

(b) To enter upon Premises and facilities of the LESSEE any reasonable time for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise

of any of its governmental functions or by others with the permission from the LESSOR. LESSOR in such case is to use its best efforts to avoid disruption of LESSEE's operation.

No compensation or claim will be allowed or paid by the LESSOR, by reason of inconvenience, annoyance or injury to business, arising from the necessity of repairing, altering, or developing any portion of the Airport.

9. COMPLIANCE WITH AIRPORT AND REGULATORY RULES: LESSEE shall observe and obey all laws and rules and regulations of Airport, any Airport standards of operation and procedures, if any, as adopted by the LESSOR, including but not limited to applicable rules or regulations of the Federal Aviation Authority (FAA) or any other state or federal regulatory agency having jurisdiction. The Airport Commissioners of Nantucket Memorial Airport shall furnish LESSEE with a copy of the Airport rules and/or standards, and it shall be the responsibility of the LESSEE to be familiar with those and any other applicable rules and regulations. LESSEE, its members or visitors, shall comply with all provisions of said procedures.

In amplification of Article Nine, above, Compliance with Airport and Regulatory Rules, LESSEE acknowledges the existence of a body of procedures for the abatement of noise caused by aircraft which have been adopted by the Airport and community as of December 1, 1987, as part of a study performed under Part 150 of the Federal Air Regulations. It is further understood that all lessees conducting commercial airlines operations, or general aviation operations, at the Nantucket Memorial Airport are required to comply with those flight procedures as a condition of their tenancy. Each lessee must satisfy the Nantucket Memorial Airport of their continuing compliance no more seldom than once each year prior to lease renewal and at any time that the Airport Commission has reason to believe that non-compliance has occurred. A finding after hearing that the LESSEE has failed to comply with such flight procedures shall be deemed to be sufficient cause for non-renewal or cancellation of LESSEE's lease.

LESSEE will recognize the importance of federal funding to the Airport under the Airport Improvement Program (or other future program) and will submit to the DOT (whether required by the DOT or not) Form Number 1800-31 on a timely basis with a copy to the Airport Manager's office. This report is for reporting enplanements, from which our Airport receives its federal funding for capital improvement projects. Also, monthly enplanement numbers shall be supplied to the Airport Manager's office within 15 days after the month being reported.

10. HAZARDOUS MATERIALS. Except for common office or household cleaning products used in accordance with manufacturer's instructions and all applicable governmental laws, regulations and requirements, LESSEE 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 LESSOR in advance in writing, which consent may be withheld in LESSOR'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 LESSOR may terminate this Lease without penalty. LESSEE shall (i) notify LESSOR immediately of any release or threat of release of any Hazardous Material 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 to the extent same is caused by Airline in compliance with all applicable statutes, regulations and standards, at LESSEE'S sole cost and expense, and in addition to any other rights and remedies available to LESSOR, (iii) indemnify, defend and hold LESSOR 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 to the extent such is caused or exacerbated by LESSEE, its agents, employees, contractors, representatives, licensees, or invitees. LESSEE hereby acknowledges and agrees that LESSOR shall have no responsibility to LESSEE, its agents, employees, representatives, permittee and invitees, for the presence of LESSEE's 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. LESSOR shall present any and all claims under this Agreement or claims related to any environmental matter within two years of the date of termination of this Agreement. Thereafter any and all claims LESSOR may have had under this Agreement for any environmental matter will not be presented to LESSEE and there will be no cost or expense of any kind to LESSEE resulting from such claims

11. INSURANCE AND INDEMNIFICATION: THE LESSEE SHALL DEPOSIT WITH THE LESSOR CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW 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.

ADDITIONAL INSURED:

All certificates will indicate the "**Town of Nantucket/Nantucket Memorial Airport (LESSOR)**" as **an additional insured**, under liability coverages, but only as respects operations of the Named Insured as their interests may appear.

INDEMNIFICATION: LESSEE shall defend, indemnify and hold harmless, the LESSOR, its Commissioners, officers, agents and employees, from and against any and all claims, expenses or liabilities of whatever nature from any suits, claims and demands (including without limitation reasonable attorney's fees and experts' fees), to the extent (a) arising directly or indirectly from the failure of the LESSEE or LESSEE'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 (b) arising directly or indirectly from

any accident, injury or damage, however, caused to any person or property, on or about the Premises where such accident, injury, or damage results, or is claimed to have resulted, from any act, omission or negligence on the part of the LESSEE or LESSEE's contractors, license, agents, employees or customers, or anyone claiming by or through the LESSEE.

LIABILITY INSURANCE: The LESSEE shall maintain, in full force from the date of commencement of the Lease throughout the Term and thereafter so long as LESSEE is in occupancy of the Premises with respect to the Premises and the property of which the Premises are a part, comprehensive public liability insurance, in the amount of \$3,000,000, for each occurrence with property damage insurance in limits of \$1,000,000, for each occurrence. The policy shall be written with responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

FIRE INSURANCE: The LESSEE shall procure and keep in force, fire and extended coverage insurance upon its 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.

WORKER'S COMPENSATION INSURANCE: The LESSEE and any of its contractors shall maintain and keep in force Workers' Compensation Insurance, which is recognized by the Commonwealth of Massachusetts, and shall deliver to the LESSOR copies of certificate of insurance naming the LESSOR as an additional insured. Without limiting LESSOR's other rights under any other provisions of this Lease, if LESSEE 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 LESSOR to LESSEE thereof, then LESSOR, without further notice to LESSEE, may take out and pay for such insurance, and the amount of such payment shall become due and payable as Additional Rent on demand.

12. DEFAULT AND BANKRUPTCY: If at any time subsequent to the date of this Lease any of the following events shall occur, LESSEE shall be in default under the terms and provision of this Lease:

- (a) The failure of LESSEE to make payment of any installment of rent or other sum therein specified and such default shall continue for ten (10) days after written notice thereof; or
- (b) The failure of the LESSEE to observe or perform any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or if such failure is of such a nature that LESSEE cannot reasonably remedy the same within such thirty (30) day period, LESSEE 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
- (c) The filing by LESSEE of a voluntary petition or the filing against LESSEE of an involuntary petition in bankruptcy or insolvency or adjudication of bankruptcy or insolvency of LESSEE, or the filing by LESSEE of any petition or answer seeking any reorganization, arrangement, composition,

readjustment, liquidation, dissolution or similar relief under the present or future applicable federal, or state law, or the assignment by LESSEE for the benefit of creditors, or appointment of a Trustee, receiver, or liquidation of all or any part of the assets of LESSEE, and within sixty (60) days after the commencement of any such proceeding against LESSEE, such proceeding shall not have been dismissed, or if within ninety (90) days after the appointment of any such trustee, receiver or liquidator of LESSEE or of all or any part of LESSEE's property, without the acquiescence of LESSEE, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against LESSEE or any of LESSEE's property pursuant to which the Premises shall be taken or occupied or attempted to be taken or occupied. Then in any such case, LESSOR may terminate this Lease by written notice to LESSEE specifying a date not less than five (5) days after the giving of such notice on which this Lease shall terminate, and LESSEE shall then quit and surrender the Premises to LESSOR, but LESSEE shall remain liable as hereinafter provided.

If LESSEE defaults under the terms of this Lease as defined above, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the term of this Lease ended, and remove the LESSEES's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

13. SURRENDER: The LESSEE shall at the expiration or other termination of this Lease peaceably and quietly leave, surrender and yield to the Premises and all other improvements thereon in good order, repair and condition ordinary wear and tear excepted and remove all LESSEE'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 LESSEE, either inside or outside the Premises). LESSEE shall deliver to the LESSOR 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 LESSEE's failure to remove any of LESSEE's property from the Premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same.

14. TITLE SIX ASSURANCES – NONDISCRIMINATION:

(a) The LESSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease 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 LESSEE 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, 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.

That in the event of a breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate this Lease and to re-enter and repossess the Premises, and hold the same as if said Lease had never been made or issued.

(b) The LESSEE for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that

(1) no person on the grounds of race, color, 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.

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(3) that the LESSEE 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 of the Civil Rights Act of 1964 and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, the LESSOR 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.

15. GENERAL PROVISIONS:

(a) Subordination of Lease. This Lease shall be subordinated to the provisions of:

- (1) any existing or future agreement between LESSOR and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or improvement of the Airport; and
- (2) any pledge, transfer, hypothecation or assignment made at any time by the LESSOR to secure bonds or other financing.

- (b) Compliance by Other Lessees. LESSOR shall, whenever possible, make reasonable efforts to obtain, uniform compliance with its rules and regulations; however, LESSOR shall not be liable to LESSEE for any violation or non-observance of such rules and regulations by any tenant, concessionaire or LESSEE at the Airport.
- (c) Independent Contractor. It is agreed that LESSEE is an independent contractor hereunder and not an agent or employee of LESSOR with respect to its acts or omissions.
- (d) Sublease; Successors and Assigns. LESSEE shall have no right to sublease the Premises or assign this Agreement without the prior written approval of LESSOR. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the respective parties hereto.
- (e) Notices. All notices required to be given to LESSOR or LESSEE shall be in writing and shall be given personally or sent by certified mail, return receipt requested, addressed to such party at its latest address of record. Notices to LESSOR shall be addressed to Airport Commissioners, Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 and notices to LESSEE addressed to its address on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.
- (f) Governing Law. This Lease is read and construed in accordance with the laws of the Commonwealth of Massachusetts except where State law shall be preempted by any rules, laws or regulations of the government of the United States of America. The parties hereto agree that any court of proper jurisdiction sitting in Nantucket County, Massachusetts, shall be the proper forum for any actions brought hereunder.
- (g) Entire Agreement; Amendment Interpretation. This Agreement with attachments mentioned constitutes the entire agreement between the parties superseding all prior or contemporaneous understandings. No amendment, modification, or alteration of the terms of the Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto, No waiver of default by either party of any of the terms, covenants, and conditions herein to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party. If one or more clauses, sections, or provisions of this lease shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the lease shall not be affected thereby. The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provisions of this Lease.

Signature Page to Follow

NOTICE TO LESSEE:

DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ THE AGREEMENT SET FORTH ABOVE. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AND SHOULD KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

LESSEE, BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

Lessee: US Airways, Inc.

Lessor: Nantucket Memorial Airport Commission

By: _____



Christopher J. Collison
Director Real Estate

Title

By: _____

Chairman

496956v.3/19715/0001



AGREEMENT BETWEEN
THE TOWN OF NANTUCKET, MASSACHUSETTS
AND
KOBO UTILITY CONSTRUCTION CORP



THIS AGREEMENT made effective _____, 2014, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Nantucket Airport Commission, with offices at 14 Airport Road, Nantucket, Massachusetts 02554 (hereinafter called the "AIRPORT"), and Kobo Utility Construction Corp, whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

RECITALS:

WHEREAS, the AIRPORT desires to retain the CONTRACTOR to provide certain services for the AIRPORT as described, below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

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

ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR

- 1.1 The AIRPORT hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement, to perform certain services for the AIRPORT, as described in Article 2.
- 1.2 In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the AIRPORT, on the one hand, and the CONTRACTOR on the other, and the AIRPORT shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

ARTICLE 2 - SERVICES OF THE CONTRACTOR

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on Exhibit A (the "Work").
- 2.2 The CONTRACTOR shall report, and be responsible, to the AIRPORT and its designee (if any) as set forth on Exhibit A.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the AIRPORT. The AIRPORT shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the AIRPORT in writing.

- 2.4 The CONTRACTOR represents and warrants to the AIRPORT that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform services in a professional manner adhering to a reasonable standard of care and in accordance with all applicable local, state or federal ordinances, laws, rules and regulations. The CONTRACTOR will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.
- 2.5 The CONTRACTOR represents and warrants to the AIRPORT that it is not a party to any agreement, contract or understanding which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise) which are produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be "work for hire" and shall be and become the property of the AIRPORT under applicable law or, to the extent that the "work for hire" doctrine does not apply, CONTRACTOR hereby grants to the AIRPORT a perpetual, royalty-free exclusive license in such items. The AIRPORT acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the AIRPORT in connection with any other project shall be at the AIRPORT's sole risk unless otherwise agreed to by the CONTRACTOR in writing.

ARTICLE 3 - PERIOD OF SERVICES

- 3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the AIRPORT's reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed not later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an event which may not reasonably be anticipated or avoided or is otherwise beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the AIRPORT shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which makes the performance of the Agreement impossible without the expenditure of additional AIRPORT funds, the AIRPORT may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

ARTICLE 4 - PAYMENTS TO THE CONTRACTOR

- 4.1 The compensation to due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.
- 4.2 The CONTRACTOR will bill the AIRPORT at the completion of the work unless otherwise provided on Exhibit B, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the AIRPORT.
- 4.3 The AIRPORT will pay the CONTRACTOR upon review and approval of such invoices by the AIRPORT or its designee.
- 4.4 This project may be subject to budgetary restrictions which may limit the total amount of funds available for the work. Accordingly, unless otherwise stated on Exhibit B, the AIRPORT will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the AIRPORT.
- 4.5 The CONTRACTOR and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the designer in the preparation of the documents, as reasonably determined by the AIRPORT.

ARTICLE 5 - TERMINATION

- 5.1 This Agreement may be terminated, with cause, by either the AIRPORT or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The AIRPORT shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
 - (a) the AIRPORT shall remain liable for payments for the services and/or expenses of CONTRACTOR accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the AIRPORT as a result of the CONTRACTOR's default, if any), as determined by the AIRPORT but for no other amounts including, without limitation, claims for lost profits on work not performed; and
 - (b) the CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 The CONTRACTOR agrees to indemnify and save the Town of Nantucket/Nantucket Memorial Airport harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the Town of Nantucket for any and all costs, damages and expenses, including reasonable attorney's fees, which the Town of Nantucket pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the Town of Nantucket with respect to the CONTRACTOR, in connection with this Agreement.
- 6.2 Before commencing work, the CONTRACTOR shall obtain and maintain, at its expense and from insurance companies of a Best Rating of A or better which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the Town of Nantucket, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.
- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
 - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
 - (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
 - (d) Errors and Omissions Insurance of not less than \$2 million per claim.
 - (e) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
 - (f) Such additional insurance as the AIRPORT may reasonably require as set forth on Exhibit A.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the Town of Nantucket twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the Town of Nantucket. The Town of Nantucket/Nantucket Memorial Airport will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the AIRPORT upon the execution of this Agreement and at such times thereafter as the AIRPORT may reasonably request.

ARTICLE 7 - GENERAL PROVISIONS

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the AIRPORT and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the AIRPORT.
- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the AIRPORT relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the AIRPORT specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with Exhibit A (Contractor, Scope of Work, Term), Exhibit B (Payments) and Exhibit C (Tax Compliance Certificate) and any additional exhibits referred to therein, constitute the entire agreement of AIRPORT and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by AIRPORT and CONTRACTOR. If there is any conflict between a term set forth in the body of this Agreement and a term set forth on Exhibit A or Exhibit B hereto, the term set forth in the Exhibit shall govern; however, if any term or provision of any document attached hereto or incorporated by reference conflicts with a term of this Agreement (including the Exhibits listed above), the term of the Agreement shall govern. Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.
- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the AIRPORT is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

NANTUCKET MEMORIAL AIRPORT COMMISSION:

Daniel W. Drake, Chairman

CONTRACTOR: KOBO UTILITY CONSTRUCTION CORP


Print Name: EDWARD M. BENNETT

Title: GENERAL MANAGER

FEIN: 04-3415115

Department Org/Obj Code: **55129-92040**

Approved as to Funds Available



CONTRACT EXHIBIT A

CONTRACTOR, SCOPE OF WORK, TERM

1. **Name of Contractor:** Kobo Utility Construction Corp
2. **State of Incorporation:** MA
3. **Principal Office Address:** 4 Victory Drive, Sandwich, MA 02563
4. **Description of Services**
Underground pushing of 4" pipe approximately 75 feet along airport entranceway to GA/Admin Building in preparation of irrigation system.
5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):**
6. **Term of Agreement (§3.1):**
7. **Completion Date (§3.2):** December 31, 2014
8. **Additional Insurance Coverage (§6.2(e)):** None

CONTRACT EXHIBIT B

PAYMENTS

1. Lump Sum Method

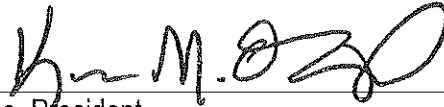
- a. **Maximum Project Amount:** \$5,850.00
- b. **Payment Increments:** Upon completion of work and submittal of invoice and certified payroll.
- c. **Reimbursable Expenses (if any):** None

EXHIBIT C

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, Sec.49A, the undersigned certifies under the penalties of perjury that it, to the best knowledge and belief of management, has filed all state tax returns and paid all state taxes required under law (if any, are so required).

By:



Name, President

8.14.14

Date

FEIN: 04-3415115



**AGREEMENT BETWEEN
THE TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT
AND
MHQ - SUPPLY**



This AGREEMENT, effective the _____, 2014, made by and between the TOWN OF NANTUCKET, acting by and through its Airport Commission, (hereinafter, the "AIRPORT") and MHQ Truck Equipment, 401 Elm Street, Marlborough, MA 01752 (hereinafter, the "CONTRACTOR").

A. Whereas, the AIRPORT desires to engage the CONTRACTOR as an independent contractor to perform the services set forth on EXHIBIT A, attached hereto (the "Services");

B. Whereas, the CONTRACTOR agrees to accept the engagement by the AIRPORT in accordance with the terms set forth herein;

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, agree as follows:

1. The AIRPORT hereby retains the CONTRACTOR to perform the Services and the CONTRACTOR agrees to perform the Services as provided herein. Any written or other materials or intellectual property produced by the CONTRACTOR for the AIRPORT hereunder shall be the property of the AIRPORT and, upon the expiration or termination of this Agreement the CONTRACTOR shall deliver copies of the originals of all such materials, as well as notes, work papers and the like, to the AIRPORT.

2. The term of this Agreement will commence on the effective date above and terminate on February 1, 2015, or when the performance of the Services has been completed in a manner reasonably satisfactory to the AIRPORT. The AIRPORT shall have the right to terminate this Agreement at any time and for any reason upon written notice given to the CONTRACTOR.

3. The CONTRACTOR will perform the Services in a first class, professional manner and in compliance with all applicable federal, state and local laws, regulations and ordinances. The CONTRACTOR shall be subject to the administrative supervision of the Board of Selectmen, or its designee, who shall be responsible for scheduling the work to be done by the CONTRACTOR on a daily or other basis. The CONTRACTOR shall perform the Services in cooperation with AIRPORT personnel as appropriate.

4. The AIRPORT will pay the CONTRACTOR compensation not to exceed \$56,745.00 as payment in full for the Services. This agreement may be subject to budgetary limits and, in such case, the AIRPORT shall not be obligated to pay the CONTRACTOR any amount of fees or expense in excess of \$56,745.00 without the express prior written approval of the Airport Commission.

6. To the extent permitted by the CONTRACTOR'S professional liabilities and/or liability insurance, the CONTRACTOR agrees to indemnify and hold harmless the TOWN OF NANTUCKET and its agents, officers and employees from any losses, claims or costs, of whatever kind or nature, suffered by the TOWN OF NANTUCKET or any third party which result from, or are related to, the performance (or failure to perform) by the CONTRACTOR of Services pursuant to this Agreement. The CONTRACTOR shall obtain and maintain such policies of insurance, written by companies licensed to do business in Massachusetts, as may be set forth on Exhibit A and shall add the TOWN OF NANTUCKET/NANTUCKET MEMORIAL AIRPORT as an additional insured thereunder.




EXHIBIT A

1. Description of Services: Plymouth County Commissioner's Procurement #PCC-121314

Item#		
14-15/H1.04b	Ford F250 4WD SRW pickup per contract spec	\$ 24,890.00
non-contract	Color : School Bus Yellow (Factory VSO Paint)	\$ 695.00
H1.09	6.7L V8 Diesel Engine	\$ 7,495.00
	6 speed automatic transmission	included
	Snow plow prep package	included
H1.14C	Extended Cab Option for F250 Pickup	\$ 3,457.00
	Class III/IV 2" Hitch with OEM 4way & 7way wiring	included
1.01A	All terrain tires - SRW	\$ 125.00
1.16	Electronic Shift 4WD	\$ 185.00
1.17	Power Windows, Door Locks, Mirrors (heated)	\$ 895.00
1.29	Dual Alternators (Diesel only)	\$ 380.00
1.46	Maintenance Manuals (CD Version)	\$ 195.00
2.02	Whelen LFL Liberty LED Lightbar (with LED TDs/Alleys)	\$ 1,775.00
C11.07	Whelen PCC10W Switch Box (10 switches)	\$ 150.00
2.17	Back Up Alarm	\$ 88.00
3.10	Fisher 8' HD MinuteMount II Snow Plow System	\$ 5,895.00
3.18	SnoFoil for above Snow Plow System	\$ 445.00
3.19	Steel Cutting Edge for Above Plow (Bolt On)	\$ 245.00
10.02	RhinoLiner Spray On Bed Liner	\$ 490.00
10.09	Diamond Plate Aluminum Crossbody Toolbox	\$ 695.00
10.13	7-way RV Blade Style to 6-pin Trailer Plug Adaptor	\$ 25.00
10.14	Slide-In Removable Pintle/Ball Combo	\$ 135.00
10.38	Grill Mounted Perm. Mount Battery Jumper Cables	\$ 395.00
	Install (1) Customer Supplied Two-way Radio	included
3.24	Stainless Steel Material Spreader per Contract	\$ 7,195.00
	Graphics Delete (credit)	\$ (100.00)

Other (Non-PCCC Contract)

Upgrade Sander to 9' sander per customer spec.	\$ 995.00
	\$56,745.00

- Other payment terms: 100% payment upon completion of work, submission of CONTRACTOR'S invoice and approval of invoice by the AIRPORT.
- Insurance Required (if any):


EXHIBIT B

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

04-2265390

Federal Employer Identification Number


By: David Eycleshymer,
MHQ-Supply G-M
8/14/14

Date:

090914-1

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

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



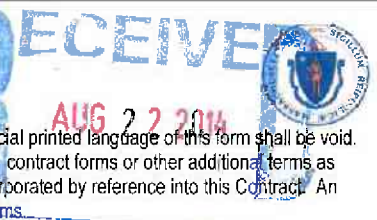
Commissioners
Daniel W. Drake, Chairman
Arthur D. Gasbarro, Vice Chair
Anthony G. Bouscaren
Andrea N. Planzer
Jeanette D. Topham

Nantucket Memorial Airport Commission
Letter of Authorization

September 9, 2014

The undersigned Nantucket Memorial Airport Commissioners authorize _____,
Chairman, to sign on behalf of the entire Commission on Federal or State contracts, grants and other
agreements totaling \$50,000 or more, pertaining to projects previously approved by the entire
Commission.

MASSDOT ~ STANDARD CONTRACT FORM



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osc under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Town of Nantucket (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: : MASSDOT/Aeronautics MMARS Department Code: DOT	
Legal Address: (W-9, W-4,T&C): 18 Broad St Nantucket, MA 02554		Business Mailing Address: 1 Harborside Drive, Ste.205N, East Boston, MA 02128	
Contract Manager: Thomas Rafter		Billing Address (if different):	
E-Mail:		Contract Manager: Thomas Mahoney	
Phone: 508-325-5300	Fax: 508-325-5306	E-Mail:	
Contractor Vendor Code: VC6000191899		Phone: 617-412-3680 Fax: 617-412-3679	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): CT DOT 130015ACKSEC01	
RFR/Procurement or Other ID Number: 3-25-0033-59-2014			

<p style="text-align: center;"><u>X</u> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)</p>	<p style="text-align: center;"><u> </u> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____.</p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)</p>
--	--

The following **COMMONWEALTH TERMS AND CONDITIONS** (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

☐ **Rate Contract** (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

☒ **Maximum Obligation Contract** Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). **\$19,400.00**

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through [EFT](#) 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days ☐ % PPD; Payment issued within 15 days ☐ % PPD; Payment issued within 20 days ☐ % PPD; Payment issued within 30 days ☐ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments ([G.L. c. 29, § 23A](#)); ☐ only initial payment (subsequent payments scheduled to support standard [EFT](#) 45 day payment cycle. See [Prompt Pay Discounts Policy](#).)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) **Security Upgrades**

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

☐ 1. may be incurred as of the [Effective Date](#) (latest signature date below) and **no** obligations have been incurred **prior** to the [Effective Date](#).

☐ 2. may be incurred as of _____, 20____, a date **LATER** than the [Effective Date](#) below and **no** obligations have been incurred **prior** to the [Effective Date](#).

☒ 3. were incurred as of _____, 20____, a date **PRIOR** to the [Effective Date](#) below, and the parties agree that payments for any obligations incurred prior to the [Effective Date](#) are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **December 31, 2015**, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached [Contractor Certifications](#) (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable [Commonwealth Terms and Conditions](#), this Standard Contract Form including the [Instructions and Contractor Certifications](#), the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Daniel Drake Print Title: Chairman	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Christopher Willenborg Print Title: Administrator
--	---

INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and



Deval L. Patrick, Governor
Richard A. Davey, Secretary & CEO
Christopher J. Willenborg, Administrator



GRANT ASSURANCES Nantucket Memorial Airport

Security Upgrades
AIP Project No. # 3-25-0033-60-2014
State Grant No. # ACKSECU

A. Definitions.

1. "Aeronautics Division" shall mean the Massachusetts Department of Transportation (MassDOT) Aeronautics Division.
2. "Airport" shall mean the Nantucket Memorial Airport and all appurtenant areas and facilities which are used, or intended for use, for airport buildings, airport facilities, or rights-of-way, together with all buildings and facilities located thereon.
3. "Airport Commission" shall mean the Nantucket Airport Commission with members appointed by the Board of Selectmen, as appropriate pursuant to Section 51 E of Chapter 90 of the General Laws.
4. "Town" shall mean the Town of Nantucket.
5. "FAA" shall mean the Federal Aviation Administration.
6. "Grant" shall mean the Grant Agreements dated 7/22/2014 as amended by these Grant Assurances by and between the Aeronautics Division, the Airport Commission and the Town of Nantucket.
7. "Grant Assurances" shall mean the assurances and certifications contained herein and made by the Airport Commission for the purpose of securing the Aeronautics Division's approval and award of the Grant.
8. "Program" shall mean the investigation and analysis, engineering, consulting, planning, design and construction of the subject project.
9. "Project" shall mean Security Upgrades and related work included as additional efforts in the Program at the sole discretion of the Aeronautics Division.
10. The project will be conducted upon Airport property as well as outside the Airport boundaries with funding from the FAA, the Airport Commission and the Aeronautics Division.

Logan Office Center, One Harborside Drive, Suite 205N
East Boston, MA 02128
Tel: 617-412-3680, TDD: 617-973-7306
www.mass.gov/massdot

B. General.

1. These Grant Assurances shall be complied with in the performance of the obligations imposed upon the Airport Commission, the Town and its respective successors pursuant to the Grant.
2. Upon acceptance of the Grant by the Airport Commission and the execution of the Grant by the Airport Commission, the Town and the Aeronautics Division, these Grant Assurances shall be incorporated in and become a part of the Grant without further reference.

C. Duration.

1. The terms and conditions of these Grant Assurances shall take full force and effect on the date the Grant is executed by the Aeronautics Division and shall remain in full force and effect for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission or from the Aeronautics Division, whichever occurs later.

D. Certifications by the Airport Commission

1. The Airport Commission hereby assures and certifies that it will comply with:
 - a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of federal and state funds for this Project; and
 - b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.
2. The Airport Commission hereby assures and certifies that:
 - a. oversight of the Airport is exclusively held by the Airport Commission and that the Airport Commission has sole custody and control of the Airport pursuant to Chapter 90, Section 51 E of the General Laws;
 - b. the state funds from previous grants from the Aeronautics Division, and the physical assets they produced, were sought by the Airport Commission on the basis that they would ensure the continued fiscal and operational stability of the Airport;
 - c. the state funds from this Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;
 - d. the Airport Commission has the legal authority to apply for, accept, and be bound by this Grant and the understandings and assurances contained therein;
 - e. the Airport Commission has the legal authority to oversee the performance of all of the obligations imposed upon the Airport Commission and the Town by this Grant;

- f. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project;
- g. the Airport Commission shall submit within thirty (30) days of the date the Aeronautics Division executes this Grant a finance plan with details as to the total cost to design and construct the subject project and the sources and amounts of funds the Airport Commission has available to it to pay those costs;
- h. the Airport Commission shall not take any action which would deprive the Airport Commission of, or otherwise diminish, any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary to exercise the custody, care and management of the Airport or to perform the terms, conditions, and assurances in this Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division. The Airport Commission will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;
- i. the Airport Commission shall not sell, encumber, other than leasing, or otherwise transfer or dispose of the title to or interests in the physical assets and real property located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld;
- j. the Airport Commission shall not eliminate all or any portion of the physical assets and real property previously purchased through a MAC grant, located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld; and
- k. the Airport Commission has authorized the Chairman of the Airport Commission to execute the Grants and the Grant Assurances on behalf of the Airport Commission and has attached hereto a copy of the Airport Commission meeting minutes, certified by the Secretary of the Airport Commission to be a true copy of said minutes, documenting such authorization.

E. Certification of the Chairman of the Board of Selectmen of Nantucket.

- 1. Notwithstanding any powers that may be granted to the Board of Selectmen of Nantucket the Town agrees not to attempt to reorganize the Airport Commission, or in any way to interfere with the autonomy and authority of the Airport Commission as created under Chapter 90, Section 51E of the General Laws, without the express approval of the Aeronautics Division.
- 2. The Town assures and certifies that it will take no actions that would interfere with the Airport Commission's ability to comply with:
 - a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of federal and state funds for this Project; and

- b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.
3. The Town hereby assures, certifies and acknowledges that:
- a. notwithstanding any powers, authority of responsibility that may be granted to the Town, it agrees not to interfere unlawfully with the powers, authority and responsibilities granted to the Airport Commission by Chapter 90, Section 51 E of the General Laws; provided, however, that this provision shall not preclude the establishment of a management agreement or agreements between the Airport Commission and the Town to contract for services, resources and skills of the Town offices or any department of the Town; provided further that each such agreement shall not take effect until approved by the Aeronautics Division in writing;
 - b. the state funds from the Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;
 - c. The Airport Commission has the legal authority to apply for and accept this Grant and the understandings and assurances contained therein;
 - d. The Airport Commission has the legal authority to oversee the performance of all the obligations imposed upon the Airport Commission and the Town by this Grant; and
 - e. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project.
4. The Town hereby assures and certifies that:
- a. the Town shall not take or permit any action which would dissolve the Airport Commission or deprive the Airport Commission of any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary for it to exercise the custody, care and management of the Airport or to perform any or all of the terms, conditions, and assurances in the Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division, and the Town will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;
 - b. the Town shall not take any actions which would have the effect of modifying or terminating any of the obligations and responsibilities imposed upon and accepted by the Airport Commission pursuant to this Grant without the prior written approval of the Aeronautics Division; and

- c. the Town shall not take any action which would have the effect of altering, modifying, expanding, or eliminating all or any portion of the physical assets and real property located at the Airport without the prior written approval of the Aeronautics Division.
5. The Board of Selectmen hereby assures and certifies that it has authorized their Chairman to execute these Grant Assurances on behalf of the Town and has attached hereto a copy of the meeting minutes, certified by the Secretary to be a true copy of said minutes, documenting such authorization.

F. Accounting System, Audit and Record Keeping Requirements.

1. The Airport Commission hereby covenants and agrees to:
 - a. deposit all funds received for this Project into an Airport Commission segregated account and to disburse said funds solely for the purposes for which they were paid;
 - b. keep all Project accounts and records which fully disclose: i) the total cost of the Project. ii) the amount and disposition by the Airport Commission of the proceeds of all grants and other funds received by the Airport Commission for this Project. iii) the amount and nature of the funds supplied by each source for this Project. and, iv) such other financial records as are pertinent to the Project;
 - c. keep all Project accounts and records in accordance with an accounting system that will facilitate an effective financial audit of the Project; and
 - d. upon request, make available to the Aeronautics Division or its designated representative for the purpose of audit and examination, any books, documents, papers, and records of the Airport Commission or Town that is pertinent to the Project.

H. Conformity to Plans, Specifications and Aeronautics Division Approvals.

1. The Airport Commission shall execute the Project subject to the plans, specifications, budgets and schedules reviewed and approved by the Aeronautics Division and such other guidance as the Aeronautics Division deems appropriate. All modifications to the approved plans, specifications, budgets and schedules shall also be subject to the review and approval of the Aeronautics Division.
2. The Airport Commission shall provide and maintain competent technical and administrative supervision throughout the duration of the Project to ensure the Project is completed in accordance with the terms of the Grant, these Assurances, the approved plans, specifications, budgets and schedules.

I. Airport Operation and Maintenance.

1. The Airport Commission shall operate the Airport for:
 - a. the aeronautical benefit of the public using the Airport;
 - b. the uses intended by the Aeronautics Division in the approval of the Airport Certificate;
 - c. the uses intended by the Aeronautics Division and Federal Aviation Administration in the award of their respective funding grants; and
 - d. such non-aeronautical uses as are explicitly approved in writing by the FAA and the Aeronautics Division.
2. The Airport Commission shall suitably operate and maintain the Airport and all facilities located thereon or connected therewith with due regard to climatic and flood conditions. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned and controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by federal or state agencies for airport maintenance and operation.
3. Except as provided for in Section I (5) below, the Airport Commission shall not cease to operate, abandon, or dispose of the Airport, or any part thereof, without the prior written consent of the Aeronautics Division.
4. The Airport Commission or the Board of Selectmen of the Town shall not close the Airport or restrict the use of the Airport or any of the facilities located thereon or connected therewith without the prior written permission of the Aeronautics Division.
5. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, may suspend the operation of the Airport for aeronautical use only during temporary periods when a climatic condition or other condition identified as a reason for suspension of airport operations in applicable federal or state aeronautical laws, rules, regulations, advisories, or orders, interferes with the safe operation and maintenance of the Airport. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, shall comply with all applicable federal or state aeronautical laws, rules, regulations, advisories, or orders governing said suspension of operations.
6. The obligation to operate the Airport as prescribed above shall run for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission from the Aeronautics Division or the Federal Aviation Administration, whichever occurs later.

J. Compatible Land Use.

1. The Airport Commission and the Town shall take appropriate action to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

K. Economic Nondiscrimination.

1. The Airport Commission and the Board of Selectmen of the Town shall make the Airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds and classes of aeronautical use.
2. Every agreement, contract, lease or other arrangement under which a right or a privilege is granted to any person, firm, or corporation to conduct or engage in any activity at the Airport, shall require such person, firm, or corporation to conduct or engage in their respective activity(ies) in a fair, reasonable and not unjustly discriminatory manner.
3. Each person, firm, or corporation operating at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other persons, firms, or corporations making the same or similar uses of the Airport and utilizing the same or similar facilities.
4. The Airport Commission and Board of Selectmen of the Town shall not exercise or grant any exclusive right or privilege which operates to prevent any person, firm or corporation from providing the same or similar service at the Airport.
5. Subject to the prior written approval of the Aeronautics Division, the Airport Commission may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.
6. The Airport Commission shall establish such fair, equal and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport.

L. Airport Revenues.

1. The Airport Commission shall maintain a fee and rental structure for all Airport property, facilities and services. Said fee and rental structure shall be constructed so as to make the Airport as self-sustaining as possible under the circumstances existing at the Airport. A copy of said fee and rental structure and any future amendments thereto shall be provided to the Aeronautics Division, upon request.

2. All revenues generated at the Airport and payable to the Airport Commission plus any local taxes on aircraft fuel established after December 30, 1987, shall be deposited in an Airport Commission segregated account and expended by the Airport Commission for the capital or operating costs of the Airport.

M. Reports and Inspections.

1. The Airport Commission shall, upon reasonable request:
 - a. submit to the Aeronautics Division such annual or special financial and operations reports to the Aeronautics Division;
 - b. make available to the public at reasonable times and places a report of the airport budget in a format satisfactory to the Aeronautics Division;
 - c. make all Airport and Airport Commission records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Aeronautics Division; and
 - d. in a format prescribed by the Aeronautics Division, provide to the Aeronautics Division and make available to the public, not later than one hundred and twenty (120) days following each of its fiscal years, an annual report listing in detail:
 - i. all amounts paid by the Airport to any other unit of government and the purposes for which each such payment was made; and
 - ii. all service and property provided by the Airport to other units of government and the amount of compensation received for providing each such service and property.

N. Airport Layout Plan.

1. The Airport Commission shall maintain an up to date Airport Layout Plan (ALP) of the Airport which shall show:
 - a. the boundaries of the Airport and all proposed additions thereto or deletions therefrom, together with the boundaries of all offsite areas owned or controlled by the Airport Commission for Airport purposes and any proposed additions thereto or deletions therefrom;
 - b. the location and nature of all existing and proposed Airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, other buildings and structures, and roads) including all proposed extensions and reductions of existing airport facilities; and

- c. the location and nature of all existing and proposed non-aviation areas at the Airport and of all existing or proposed improvements located thereon.
2. The ALP, and each amendment, revision or modification thereof, shall be subject to the approval of the Aeronautics Division, which approval shall be evidenced by the signature of a duly authorized representative of the Aeronautics Division on the face of the ALP.
3. The Airport Commission and/or Board of Selectmen shall not make or permit any changes or alterations in the Airport or any of the facilities at the Airport thereby causing non-conformity with the ALP as approved by the Aeronautics Division and which might, in the opinion of the Aeronautics Division, adversely affect the safety, utility or efficiency of the Airport. If a change or alteration of the Airport or the facilities is made which the Aeronautics Division subsequently determines adversely affects the safety, utility or efficiency of the Airport, the Airport Commission and the Board of Selectmen shall, if requested by the Aeronautics Division:
 - a. eliminate such adverse effect in a manner approved by the Aeronautics Division; or,
 - b. bear all costs of relocating such property (or replacement thereof) to the level of safety, utility, efficiency and cost of operation existing prior to the unapproved change in the Airport or its facilities.

O. Civil Rights.

1. The Airport Commission, Board of Selectmen and their respective agents, employees and representatives, shall comply with applicable federal, state, and local laws, regulations, rules and orders to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from funds received from this Grant.

P. Disposal of Land and Airport Facilities.

1. The Airport Commission and Board of Selectmen shall not sell or otherwise transfer or dispose of the title to or interests in the Airport, its facilities, real property or personal property without the prior approval of the Aeronautics Division, which will not be unduly withheld.

Q. Foreign Market Restrictions.

1. The Airport Commission and Board of Selectmen shall not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States

Trade representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

R. Future Grants.

1. This Grant is being awarded in the expectation that the Airport Commission will complete the scope of work associated with this Project.
2. The Airport Commission and Board of Selectmen (collectively referred to here as "the local entities") and the Aeronautics Division jointly and severally acknowledge and agree that this Grant is awarded and accepted on the explicit understanding that this Grant and any future grant or grants, anticipated to fund further development of the Airport will have included in its (their) terms a guarantee by the local entities that no part of the assets or income of the Airport, whether presently existing or to be created pursuant to these grants, will be diverted to non-airport uses without the express prior written approval of the Aeronautics Division, the granting of such approval being universally recognized to be considered as highly unlikely.

S. Successors.

1. This Grant, as amended by these Assurances, shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

IN WITNESS WHEREOF, the Airport Commission and the Chairman of the Board of Selectmen of the Town of Nantucket certify that the information contained herein and attached hereto is accurate and complete and that we agree with the assurances herein, as represented by the signatures of the persons below:

<p>Nantucket Airport Commission or Airport Manager</p> <p>By: _____</p> <p>Title: Chairman or Airport Manager</p> <p>Date: _____</p>	<p>I hereby certify that _____ is the Chairman of the Nantucket Airport Commission and was authorized to execute these Grant Assurances on behalf of the Nantucket Airport Commission by a vote taken on _____, a copy of which is attached and made a part hereof.</p> <p>_____ Reporting Secretary</p>
<p>Chairman of the Board of Selectmen, Town of Nantucket</p> <p>By: _____</p> <p>Date: _____</p>	<p>I hereby certify that I, _____ am the Chairman of the Board of Selectmen for the Town of Nantucket and have been authorized to execute these Grant Assurances on behalf of the Town of Nantucket on this day _____, 20____.</p> <p>_____ Town Clerk, Town of Nantucket</p>

MASSDOT ~ STANDARD CONTRACT FORM

AUG 22 2014



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/esc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Town of Nantucket (and d/b/a): Legal Address: (W-9, W-4, T&C): 18 Broad St. Nantucket, MA 02554 Contract Manager: Thomas Rafter E-Mail: Phone: 508-325-5300 Fax: 508-325-5306 Contractor Vendor Code: VC6000191899 Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)	COMMONWEALTH DEPARTMENT NAME: : MASSDOT/Aeronautics MMARS Department Code: DOT Business Mailing Address: 1 Harborside Drive, Ste. 205N, East Boston, MA 02128 Billing Address (if different): Contract Manager: Thomas Mahoney E-Mail: Phone: 617-412-3680 Fax: 617-412-3679 MMARS Doc ID(s): CT DOT 130015ACKARFFV0 RFR/Procurement or Other ID Number: 3-25-0033-60
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20 ____. Enter Amendment Amount: \$ _____ (or 'no change') AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$31,875.00	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Purchase Aircraft Rescue Fire Fighting Vehicle.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of _____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of _____, 20 ____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of December 31, 2014 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Daniel Drake Print Title: Chairman	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Christopher Willenborg Print Title: Administrator

INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and



Deval L. Patrick, Governor
Richard A. Davey, Secretary & CEO
Christopher J. Willenborg, Administrator



GRANT ASSURANCES Nantucket Memorial Airport

Purchase Aircraft Rescue Fire Fighting Vehicle
AIP Project No. # 3-25-0033-59-2014
State Grant No. # ACKARFFV

A. Definitions.

1. "Aeronautics Division" shall mean the Massachusetts Department of Transportation (MassDOT) Aeronautics Division.
2. "Airport" shall mean the Nantucket Memorial Airport and all appurtenant areas and facilities which are used, or intended for use, for airport buildings, airport facilities, or rights-of-way, together with all buildings and facilities located thereon.
3. "Airport Commission" shall mean the Nantucket Airport Commission with members appointed by the Board of Selectmen, as appropriate pursuant to Section 51 E of Chapter 90 of the General Laws.
4. "Town" shall mean the Town of Nantucket.
5. "FAA" shall mean the Federal Aviation Administration.
6. "Grant" shall mean the Grant Agreements dated 7/22/2014 as amended by these Grant Assurances by and between the Aeronautics Division, the Airport Commission and the Town of Nantucket.
7. "Grant Assurances" shall mean the assurances and certifications contained herein and made by the Airport Commission for the purpose of securing the Aeronautics Division's approval and award of the Grant.
8. "Program" shall mean the investigation and analysis, engineering, consulting, planning, design and construction of the subject project.
9. "Project" shall mean Purchase Aircraft Rescue Fire Fighting Vehicle and related work included as additional efforts in the Program at the sole discretion of the Aeronautics Division.
10. The project will be conducted upon Airport property as well as outside the Airport boundaries with funding from the FAA, the Airport Commission and the Aeronautics Division.

B. General.

1. These Grant Assurances shall be complied with in the performance of the obligations imposed upon the Airport Commission, the Town and its respective successors pursuant to the Grant.
2. Upon acceptance of the Grant by the Airport Commission and the execution of the Grant by the Airport Commission, the Town and the Aeronautics Division, these Grant Assurances shall be incorporated in and become a part of the Grant without further reference.

C. Duration.

1. The terms and conditions of these Grant Assurances shall take full force and effect on the date the Grant is executed by the Aeronautics Division and shall remain in full force and effect for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission or from the Aeronautics Division, whichever occurs later.

D. Certifications by the Airport Commission

1. The Airport Commission hereby assures and certifies that it will comply with:
 - a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of federal and state funds for this Project; and
 - b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.
2. The Airport Commission hereby assures and certifies that:
 - a. oversight of the Airport is exclusively held by the Airport Commission and that the Airport Commission has sole custody and control of the Airport pursuant to Chapter 90, Section 51 E of the General Laws;
 - b. the state funds from previous grants from the Aeronautics Division, and the physical assets they produced, were sought by the Airport Commission on the basis that they would ensure the continued fiscal and operational stability of the Airport;
 - c. the state funds from this Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;
 - d. the Airport Commission has the legal authority to apply for, accept, and be bound by this Grant and the understandings and assurances contained therein;
 - e. the Airport Commission has the legal authority to oversee the performance of all of the obligations imposed upon the Airport Commission and the Town by this Grant;

- f. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project;
- g. the Airport Commission shall submit within thirty (30) days of the date the Aeronautics Division executes this Grant a finance plan with details as to the total cost to design and construct the subject project and the sources and amounts of funds the Airport Commission has available to it to pay those costs;
- h. the Airport Commission shall not take any action which would deprive the Airport Commission of, or otherwise diminish, any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary to exercise the custody, care and management of the Airport or to perform the terms, conditions, and assurances in this Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division. The Airport Commission will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;
- i. the Airport Commission shall not sell, encumber, other than leasing, or otherwise transfer or dispose of the title to or interests in the physical assets and real property located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld;
- j. the Airport Commission shall not eliminate all or any portion of the physical assets and real property previously purchased through a MAC grant, located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld; and
- k. the Airport Commission has authorized the Chairman of the Airport Commission to execute the Grants and the Grant Assurances on behalf of the Airport Commission and has attached hereto a copy of the Airport Commission meeting minutes, certified by the Secretary of the Airport Commission to be a true copy of said minutes, documenting such authorization.

E. Certification of the Chairman of the Board of Selectmen of Nantucket.

- 1. Notwithstanding any powers that may be granted to the Board of Selectmen of Nantucket the Town agrees not to attempt to reorganize the Airport Commission, or in any way to interfere with the autonomy and authority of the Airport Commission as created under Chapter 90, Section 51E of the General Laws, without the express approval of the Aeronautics Division.
- 2. The Town assures and certifies that it will take no actions that would interfere with the Airport Commission's ability to comply with:
 - a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of federal and state funds for this Project; and

- b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.
3. The Town hereby assures, certifies and acknowledges that:
- a. notwithstanding any powers, authority of responsibility that may be granted to the Town, it agrees not to interfere unlawfully with the powers, authority and responsibilities granted to the Airport Commission by Chapter 90, Section 51 E of the General Laws; provided, however, that this provision shall not preclude the establishment of a management agreement or agreements between the Airport Commission and the Town to contract for services, resources and skills of the Town offices or any department of the Town; provided further that each such agreement shall not take effect until approved by the Aeronautics Division in writing;
 - b. the state funds from the Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;
 - c. The Airport Commission has the legal authority to apply for and accept this Grant and the understandings and assurances contained therein;
 - d. The Airport Commission has the legal authority to oversee the performance of all the obligations imposed upon the Airport Commission and the Town by this Grant; and
 - e. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project.
4. The Town hereby assures and certifies that:
- a. the Town shall not take or permit any action which would dissolve the Airport Commission or deprive the Airport Commission of any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary for it to exercise the custody, care and management of the Airport or to perform any or all of the terms, conditions, and assurances in the Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division, and the Town will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;
 - b. the Town shall not take any actions which would have the effect of modifying or terminating any of the obligations and responsibilities imposed upon and accepted by the Airport Commission pursuant to this Grant without the prior written approval of the Aeronautics Division; and

- c. the Town shall not take any action which would have the effect of altering, modifying, expanding, or eliminating all or any portion of the physical assets and real property located at the Airport without the prior written approval of the Aeronautics Division.
- 5. The Board of Selectmen hereby assures and certifies that it has authorized their Chairman to execute these Grant Assurances on behalf of the Town and has attached hereto a copy of the meeting minutes, certified by the Secretary to be a true copy of said minutes, documenting such authorization.

F. Accounting System, Audit and Record Keeping Requirements.

- 1. The Airport Commission hereby covenants and agrees to:
 - a. deposit all funds received for this Project into an Airport Commission segregated account and to disburse said funds solely for the purposes for which they were paid;
 - b. keep all Project accounts and records which fully disclose: i) the total cost of the Project. ii) the amount and disposition by the Airport Commission of the proceeds of all grants and other funds received by the Airport Commission for this Project. iii) the amount and nature of the funds supplied by each source for this Project. and, iv) such other financial records as are pertinent to the Project;
 - c. keep all Project accounts and records in accordance with an accounting system that will facilitate an effective financial audit of the Project; and
 - d. upon request, make available to the Aeronautics Division or its designated representative for the purpose of audit and examination, any books, documents, papers, and records of the Airport Commission or Town that is pertinent to the Project.

H. Conformity to Plans, Specifications and Aeronautics Division Approvals.

- 1. The Airport Commission shall execute the Project subject to the plans, specifications, budgets and schedules reviewed and approved by the Aeronautics Division and such other guidance as the Aeronautics Division deems appropriate. All modifications to the approved plans, specifications, budgets and schedules shall also be subject to the review and approval of the Aeronautics Division.
- 2. The Airport Commission shall provide and maintain competent technical and administrative supervision throughout the duration of the Project to ensure the Project is completed in accordance with the terms of the Grant, these Assurances, the approved plans, specifications, budgets and schedules.

I. Airport Operation and Maintenance.

1. The Airport Commission shall operate the Airport for:
 - a. the aeronautical benefit of the public using the Airport;
 - b. the uses intended by the Aeronautics Division in the approval of the Airport Certificate;
 - c. the uses intended by the Aeronautics Division and Federal Aviation Administration in the award of their respective funding grants; and
 - d. such non-aeronautical uses as are explicitly approved in writing by the FAA and the Aeronautics Division.
2. The Airport Commission shall suitably operate and maintain the Airport and all facilities located thereon or connected therewith with due regard to climatic and flood conditions. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned and controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by federal or state agencies for airport maintenance and operation.
3. Except as provided for in Section I (5) below, the Airport Commission shall not cease to operate, abandon, or dispose of the Airport, or any part thereof, without the prior written consent of the Aeronautics Division.
4. The Airport Commission or the Board of Selectmen of the Town shall not close the Airport or restrict the use of the Airport or any of the facilities located thereon or connected therewith without the prior written permission of the Aeronautics Division.
5. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, may suspend the operation of the Airport for aeronautical use only during temporary periods when a climatic condition or other condition identified as a reason for suspension of airport operations in applicable federal or state aeronautical laws, rules, regulations, advisories, or orders, interferes with the safe operation and maintenance of the Airport. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, shall comply with all applicable federal or state aeronautical laws, rules, regulations, advisories, or orders governing said suspension of operations.
6. The obligation to operate the Airport as prescribed above shall run for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission from the Aeronautics Division or the Federal Aviation Administration, whichever occurs later.

J. Compatible Land Use.

1. The Airport Commission and the Town shall take appropriate action to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

K. Economic Nondiscrimination.

1. The Airport Commission and the Board of Selectmen of the Town shall make the Airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds and classes of aeronautical use.
2. Every agreement, contract, lease or other arrangement under which a right or a privilege is granted to any person, firm, or corporation to conduct or engage in any activity at the Airport, shall require such person, firm, or corporation to conduct or engage in their respective activity(ies) in a fair, reasonable and not unjustly discriminatory manner.
3. Each person, firm, or corporation operating at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other persons, firms, or corporations making the same or similar uses of the Airport and utilizing the same or similar facilities.
4. The Airport Commission and Board of Selectmen of the Town shall not exercise or grant any exclusive right or privilege which operates to prevent any person, firm or corporation from providing the same or similar service at the Airport.
5. Subject to the prior written approval of the Aeronautics Division, the Airport Commission may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.
6. The Airport Commission shall establish such fair, equal and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport.

L. Airport Revenues.

1. The Airport Commission shall maintain a fee and rental structure for all Airport property, facilities and services. Said fee and rental structure shall be constructed so as to make the Airport as self-sustaining as possible under the circumstances existing at the Airport. A copy of said fee and rental structure and any future amendments thereto shall be provided to the Aeronautics Division, upon request.

2. All revenues generated at the Airport and payable to the Airport Commission plus any local taxes on aircraft fuel established after December 30, 1987, shall be deposited in an Airport Commission segregated account and expended by the Airport Commission for the capital or operating costs of the Airport.

M. Reports and Inspections.

1. The Airport Commission shall, upon reasonable request:
 - a. submit to the Aeronautics Division such annual or special financial and operations reports to the Aeronautics Division;
 - b. make available to the public at reasonable times and places a report of the airport budget in a format satisfactory to the Aeronautics Division;
 - c. make all Airport and Airport Commission records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Aeronautics Division; and
 - d. in a format prescribed by the Aeronautics Division, provide to the Aeronautics Division and make available to the public, not later than one hundred and twenty (120) days following each of its fiscal years, an annual report listing in detail:
 - i. all amounts paid by the Airport to any other unit of government and the purposes for which each such payment was made; and
 - ii. all service and property provided by the Airport to other units of government and the amount of compensation received for providing each such service and property.

N. Airport Layout Plan.

1. The Airport Commission shall maintain an up to date Airport Layout Plan (ALP) of the Airport which shall show:
 - a. the boundaries of the Airport and all proposed additions thereto or deletions therefrom, together with the boundaries of all offsite areas owned or controlled by the Airport Commission for Airport purposes and any proposed additions thereto or deletions therefrom;
 - b. the location and nature of all existing and proposed Airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, other buildings and structures, and roads) including all proposed extensions and reductions of existing airport facilities; and

- c. the location and nature of all existing and proposed non-aviation areas at the Airport and of all existing or proposed improvements located thereon.
2. The ALP, and each amendment, revision or modification thereof, shall be subject to the approval of the Aeronautics Division, which approval shall be evidenced by the signature of a duly authorized representative of the Aeronautics Division on the face of the ALP.
3. The Airport Commission and/or Board of Selectmen shall not make or permit any changes or alterations in the Airport or any of the facilities at the Airport thereby causing non-conformity with the ALP as approved by the Aeronautics Division and which might, in the opinion of the Aeronautics Division, adversely affect the safety, utility or efficiency of the Airport. If a change or alteration of the Airport or the facilities is made which the Aeronautics Division subsequently determines adversely affects the safety, utility or efficiency of the Airport, the Airport Commission and the Board of Selectmen shall, if requested by the Aeronautics Division:
 - a. eliminate such adverse effect in a manner approved by the Aeronautics Division; or,
 - b. bear all costs of relocating such property (or replacement thereof) to the level of safety, utility, efficiency and cost of operation existing prior to the unapproved change in the Airport or its facilities.

O. Civil Rights.

1. The Airport Commission, Board of Selectmen and their respective agents, employees and representatives, shall comply with applicable federal, state, and local laws, regulations, rules and orders to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from funds received from this Grant.

P. Disposal of Land and Airport Facilities.

1. The Airport Commission and Board of Selectmen shall not sell or otherwise transfer or dispose of the title to or interests in the Airport, its facilities, real property or personal property without the prior approval of the Aeronautics Division, which will not be unduly withheld.

Q. Foreign Market Restrictions.

1. The Airport Commission and Board of Selectmen shall not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States

Trade representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

R. Future Grants.

1. This Grant is being awarded in the expectation that the Airport Commission will complete the scope of work associated with this Project.
2. The Airport Commission and Board of Selectmen (collectively referred to here as "the local entities") and the Aeronautics Division jointly and severally acknowledge and agree that this Grant is awarded and accepted on the explicit understanding that this Grant and any future grant or grants, anticipated to fund further development of the Airport will have included in its (their) terms a guarantee by the local entities that no part of the assets or income of the Airport, whether presently existing or to be created pursuant to these grants, will be diverted to non-airport uses without the express prior written approval of the Aeronautics Division, the granting of such approval being universally recognized to be considered as highly unlikely.

S. Successors.

1. This Grant, as amended by these Assurances, shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

IN WITNESS WHEREOF, the Airport Commission and the Chairman of the Board of Selectmen of the Town of Nantucket certify that the information contained herein and attached hereto is accurate and complete and that we agree with the assurances herein, as represented by the signatures of the persons below:

<p>Nantucket Airport Commission or Airport Manager</p> <p>By: _____</p> <p>Title: Chairman or Airport Manager</p> <p>Date: _____</p>	<p>I hereby certify that _____ is the Chairman of the Nantucket Airport Commission and was authorized to execute these Grant Assurances on behalf of the Nantucket Airport Commission by a vote taken on _____, a copy of which is attached and made a part hereof.</p> <p>_____ Reporting Secretary</p>
<p>Chairman of the Board of Selectmen, Town of Nantucket</p> <p>By: _____</p> <p>Date: _____</p>	<p>I hereby certify that I, _____ am the Chairman of the Board of Selectmen for the Town of Nantucket and have been authorized to execute these Grant Assurances on behalf of the Town of Nantucket on this day _____, 20____.</p> <p>_____ Town Clerk, Town of Nantucket</p>

FY16 TON Capital Requests

	2016	FAA	State	ACK	Total
Paint/Repair Fuel Farm Pipes	\$ 100,000.00			\$ 100,000.00	\$ 100,000.00
Stair Truck/Ramp	\$ 85,000.00			\$ 85,000.00	\$ 85,000.00
Replace Lektro	\$ 125,000.00			\$ 125,000.00	\$ 125,000.00
Snow Plow/Blower	\$ 917,000.00	\$ 825,300.00	\$ 45,850.00	\$ 45,850.00	\$ 917,000.00
Utility Vehicle	\$ 65,000.00			\$ 65,000.00	\$ 65,000.00
Ramp Rehabilitation	\$ 1,012,500.00	\$ 911,250.00	\$ 50,625.00	\$ 50,625.00	\$ 1,012,500.00
GSE Garage Design	\$ 150,000.00			\$ 150,000.00	\$ 150,000.00
FBO Site Rehab	\$ 55,000.00			\$ 55,000.00	\$ 55,000.00
88 Loader Re-Pinning/Transmission Overhaul	\$ 60,000.00			\$ 60,000.00	\$ 60,000.00
Environmental Impact Report**	\$ 500,000.00	\$ 450,000.00	\$ 25,000.00	\$ 25,000.00	\$ 500,000.00
	\$ 3,069,500.00	\$ 2,186,550.00	\$ 121,475.00	\$ 761,475.00	\$ 3,069,500.00

**Is on FAA schedule but Jacobs doesn't think any is needed at this time.

**DISADVANTAGED BUSINESS ENTERPRISE
PROGRAM**

Nantucket Memorial Airport
Nantucket, MA

August 1, 2014

Nantucket Memorial Airport DBE Program, continued

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Nantucket Memorial Airport DBE Program, continued

NANTUCKET MEMORIAL AIRPORT

ORGANIZATIONAL CHART

August, 2014

AIRPORT COMMISSION

Daniel W. Drake, Chair

Arthur D. Gasbarro, Vice Chair

Anthony G. Bouscaren

Andrea N. Planzer

Jeanette D. Topham

AIRPORT MANAGER

Thomas M. Rafter, A.A.E.

SECTION I.

**DISADVANTAGED BUSINESS ENTERPRISE PLAN FOR
CONSTRUCTION, EQUIPMENT PROCUREMENT AND
PROFESSIONAL SERVICE CONTRACTS**

NANTUCKET AIRPORT COMMISSION

Nantucket Memorial Airport DBE Program, continued

INTRODUCTION

The Nantucket Airport Commission, located in the Commonwealth of Massachusetts, owner and operator of the Nantucket Memorial Airport, has developed this DBE Plan for Construction, Equipment Procurement and Professional Service Contracts in accordance with regulations of the United States Department of Transportation (DOT) 49 CFR Part 26, "Participation by Disadvantaged Business Enterprise in DOT Programs" (hereinafter referred to as Part 26). The Commission has received several grants for development at the Nantucket Memorial Airport under the Airport Improvement Program (AIP) and as a condition of the grant agreement; the Commission signed an assurance that it will comply with the provisions of Part 26.

All reference sections indicated within the body of this document are directly correlated to the subsections found in Part 26.

APPLICABILITY

The Nantucket Airport Commission is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

DEFINITIONS OF TERMS

The terms used in this program have the meanings defined in 49 CFR §26.5.

OBJECTIVES /POLICY STATEMENT (§§26.1, 26.23)

The Nantucket Airport Commission has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Commission has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Airport Commission has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Nantucket Airport Commission to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy –

1. To ensure nondiscrimination in the award and administration of DOT assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts; and
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

Dave Sylvia, Compliance Manager
Nantucket Memorial Airport
14 Airport Road, Nantucket MA 02554
508/325-5300
e-mail: dsylvia@nantucketairport.com

Nantucket Memorial Airport DBE Program, continued

Mr. Sylvia has been delegated as the DBE Liaison Officer (DBELO). In that capacity, the DBELO is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Commission in its financial assistance agreements with the Department of Transportation.

The Nantucket Airport Commission has disseminated this policy statement to the County of Nantucket and all the components of our organization. We have disseminated this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts through a legal notice announcement published annually and by inclusion in all bid advertisements for federally funded projects.

*Daniel W. Drake, Chair
Nantucket Airport Commission*

NONDISCRIMINATION (§26.7)

The Nantucket Memorial Airport, hereinafter referred to as the Airport, will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the Airport will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

DBE PROGRAM UPDATES (§26.21)

The Airport will continue to carry out this program until all funds from DOT financial assistance have been expended. The Airport will provide to DOT updates representing significant changes in the program.

QUOTAS (§26.43)

The Airport shall not use quotas in any way in the administration of this DBE program.

DBE LIAISON OFFICER (DBELO) (§26.25)

The Airport has designated the following individual as the DBE Liaison Officer:

Dave Sylvia, Compliance Manager
Nantucket Memorial Airport
14 Airport Road, Nantucket MA 02554
508/325-5300
e-mail: dsylvia@nantucketairport.com

Nantucket Memorial Airport DBE Program, continued

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the Airport, complies with all provisions of 49 CFR Part 26. The DBELO has direct, independent access to the Airport Manager concerning DBE program matters.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials and representatives of the Airport. Duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes the Airport's progress toward goal attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the Airport Manager and Airport staff on DBE matters and achievement.
9. Chairs the DBE Advisory Committee.
10. Participates with their legal counsel and consulting engineer to determine contractor compliance with good faith efforts.
11. Provides DBEs with information and assistance in preparing bids, and obtaining bonding and insurance.
12. Plans and participates in DBE training seminars.
13. Certifies DBEs according to the criteria set by DOT and acts as liaison to the Uniform Certification Process in State of Massachusetts.
14. Provides outreach to DBEs and community organizations to advise them of opportunities.
15. Maintains the Airport's updated directory on certified DBEs
16. Provides DBE/WBE/MBE documentation for the state and the FAA.

FEDERAL FINANCIAL ASSISTANCE AGREEMENT ASSURANCE (§26.13)

The Airport has signed the following assurance, applicable to all DOT-assisted contracts and their administration:

The Nantucket Airport Commission (Commission) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The Commission shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The Commission's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Nantucket Airport Commission of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18

Nantucket Memorial Airport DBE Program, continued

U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

DBE FINANCIAL INSTITUTIONS (§26.27)

It is the policy of the Airport to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

The Nantucket Memorial Airport is located on a small Island with limited resources. There are currently no identified DBE financial institutions located on Nantucket. When advising prime contractors on DOT-assisted contracts to seek out DBE financial institutions, we recommend the Supplier Directory Office (SDO) office for the best resource in our Commonwealth, as well as the other resources listed in our DBE Directory.

DIRECTORY (§26.31)

The Airport shall maintain a directory identifying firms eligible to participate as DBEs. The directory shall list the firm's name, address, phone number, date of most recent certification, and the type of work the firm has been certified to perform as a DBE. The Directory shall be revised annually. The Directory shall be available at the Airport Administration Office.

DBE DIRECTORY

The Disadvantaged Business Enterprise Directory for Nantucket Memorial Airport is compiled from the current listings of businesses from the National Disadvantaged Business Enterprise Resource Directory.

U. S. Department of Commerce
Minority Business Development Agency
100 Huntington Avenue, Copley Place
Boston, MA 02116
617/986-6366 (identifies certified minorities)

Massachusetts Small Business Development Center Network,
Boston Regional Office & Minority Business Center
University of Massachusetts Boston
100 Morrissey Boulevard
Wheatley Building, 3rd Floor, Suite 154, Room 10
Boston, MA 02125
617/287-7750

Supplier Diversity Office
The McCormack Building
One Ashburton Place, 13th Floor
Boston, MA 02108
<https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectory.aspx>

Nantucket Memorial Airport DBE Program, continued

Airport Minority Advisory Council
2001 Jefferson Davis Highway, Suite 500
Arlington, VA 22202
703-414-2622 phone
703-414-2686 fax

This Airport will deem any firm appearing on the current list of DBE contractors certified by the above businesses to be a DBE firm.

REQUIRED CONTRACT CLAUSES (§§26.13, 26.29)

Contract Assurance

The Airport will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Airport deems appropriate.

Prompt Payment

The Airport will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from the Nantucket Memorial Airport Commission. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Nantucket Airport Commission. This clause applies to both DBE and non-DBE subcontractors.

OVER CONCENTRATION (26.33)

To date the Nantucket Memorial Airport has not identified any over concentration of DBE's in any particular work field or required service specialty area, pursuant to 49 CFR, Section 26.33.

MONITORING AND ENFORCEMENT MECHANISMS (§26.37)

The Airport will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in §26.109.

Nantucket Memorial Airport DBE Program, continued

This monitoring and enforcement mechanism provides for a running tally of actual DBE attainments (payments actually made to DBE firms).

The Airport will also consider similar action under its own legal authorities, including responsibility determination in future contracts. The Nantucket Memorial Airport may also take the following action, as necessary, in order to provide compliance by a prime contractor, including suspension or termination of contracts, liquidated damages, debarment, or other legal enforcement, depending on the noncompliance issue.

OVERALL GOALS (§26.45)

Amount of Goal

The Airport's overall goal for Federal FY 2015 is the following: 5.06% of the Federal financial assistance we will expend in DOT-assisted contracts. This overall goal is applicable to all DOT-assisted contracts for construction, professional services, and equipment.

The Airport anticipates the letting of DOT-assisted contracts totaling \$300,000.00 during FY 2015, based on the approved Airport Capital Improvement Program (ACIP) on file with the FAA. Based on this amount, the expected value of work by DBEs on the FY 2015 project(s), which are to be fully or partially funded with federal funds shall be \$15,180.00

Method

The following is a summary of the method used to calculate this goal:

Establishing the overall goal includes a two-step process in which a base goal is calculated and then is consequently adjusted. For the first step, determination of the base goal, Example 1 from 26.45 was followed. The number of available DBEs for Airport-related construction work was derived from the latest revision of State's Supplier Diversity Office's (SDO) DBE directory. Two filters were then applied to the raw data. One was geographic filter, for which it was estimated that the Airport would draw the vast majority of its contractors from counties surrounding the Airport and from counties that have contractors that historically have bid on jobs in the area. The second filter then examined which of the DBEs within the geographic base perform work that can be used on Airport-related construction contracts. The resulting number represents the numerator in the base goal calculation. For determining the total number of construction-based businesses, the 2012 County Business Pattern database established by the U.S. Census Bureau was used. The two filters used in the numerator were also applied to this raw data. The geographic filter of surrounding counties was employed. The second filter examined the North American Industry Classification System (NAICS) codes to determine the number of contractors that perform Airport-related construction work. This result represents the denominator in the base goal calculation. The 4.46% base figure is based on the 2011 DBE Program that used the most recent data available, which is tailored to a local region for the expected type of construction contracting program. Refer to the tables below for the supporting analysis:

Nantucket Memorial Airport DBE Program, continued

DBE Base Goal Calculation -- Nantucket Memorial Airport Number of Airport-Related Construction Businesses

County	Arch/Eng DBE's Qualified for Airport Work	Total Number Arch/Eng DBE's	Total Number of Arch/Eng Companies ³	Construction DBE's Qualified for Airport Work	Total Number Construction DBE's	Total Number of Construction Companies Qualified for Airports ⁴	Total Number of Construction Companies ⁵
Barnstable	0	4	137	3	13	259	1006
Bristol	0	3	128	5	22	409	1445
Dukes	0	0	14	0	0	48	191
Nantucket	0	0	17	0	0	34	231
Norfolk	6	14	295	7	18	564	1933
Plymouth	3	9	190	5	28	488	1465
TOTALS	9	30	781	20	78	1802	6271

¹ Derived from US Census Bureau data, County Business Patterns (NAICS), <http://www.census.gov/econ/cbp/index.html> 2012.

² All Airport-related construction and architectural and engineering businesses in surrounding counties and from those counties that historically bid on area projects were considered.

³ NAICS Code #5413

⁴ NAICS Codes #237, 2371, 2373, 2379, 23821 & 23891

⁵ NAICS Code #23----

Base Goal:

DBE Companies qualified for Airport Work
Total Companies qualified for Airport Work

*****Construction is weighted at 90% of Base Goal and Arch./Eng/ Services is weighted at 10% to get an overall base goal.

$$.1(9/781) + .9(20/1802) \\ = 0.0111 = 1.1\%$$

We have adjusted the base figure to mirror the base goal of 4.46% that was contained in the 2011 DBE Program. This value was previously used because there had been success in typical projects performed at the Airport which have met or exceeded DBE goals.

The second step in establishing the overall goal involved an adjustment of the base goal set in Step 1 by examining additional evidence and expertise of the local conditions affecting DBEs. A relevant form of evidence is the performances of DBEs on previous contracts. While it does not necessarily reflect the availability of DBEs, past performance is a useful indicator of the ability of DBEs to perform on contracts. Also, to better tailor the base goal to the local climate, the types of construction work in the contracting program can be examined to determine the relative availability of DBEs to perform in those fields. After reviewing the relevant information that is available, the base goal may then be adjusted upward or downward as needed.

The contract items from Airport Improvement Program (AIP) projects of the last several years were examined to determine the dollar value of items, which provide subcontracting opportunities to DBE firms, which have historically participated in the AIP projects at the Airport.

Nantucket Memorial Airport DBE Program, continued

Typical items, which have had DBE participation included, crack sealing and slurry sealing, landscaping, pavement markings, environmental studies, and trucking. The table below reflects the last seven years projects and the average of the DBE participation.

AIP Fiscal Year	DBE Percentage
2013	10.45%
2012	4.76%
2011	3.6%
2010	2.1%
2009	4.32%
2008	5.40%
2007	8.97%
Avg.% for past 7 yrs.	5.66%

We have averaged the last seven year's DBE participation and arrived at a figure of 5.66%. We have merged the 4.46% base figure and the past 7-year historic participation percentage of 5.66% to arrive at an adjusted figure of 5.06%.

Given the above information, the Airport's adjustment to the DBE goals established in Step 1 shall be 0.0%. A DBE goal of 5.06% participation in Federally funded projects at the Airport has been established for the upcoming Federal fiscal year.

As stated previously, Nantucket Memorial Airport is located on an Island, separated by 34 miles of ocean from the mainland. The only Island businesses that are able to succeed, either have a mainland base, from which to survive symbiotically during the off season, or are able to relocate to another seasonal area. Because of the make-up of the limited population on the Island, we seek participation from surrounding counties in order to obtain willing and able contractors.

The national aspirational goal has been established at 10%. Nantucket recognizes this goal, however, Nantucket's goal has been obtained based on the calculation method as noted above.

Process

The Airport submits its overall goal to DOT on August 1 of each year.

Before establishing the overall goal each year, the Airport will consult with the Massachusetts DOT's Civil Rights Office, and SDO to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Airport's efforts to establish a level playing field for the participation of DBEs. Additionally, we keep information obtained from the organizations listed in the "Directory" under 26.31. This Airport will deem any firm appearing on the current list of DBE contractors certified by the Supplier Diversity Office (SDO) to be a DBE firm. Consultation with these groups has been undertaken for FY 2015.

Following this consultation, the Airport will publish a legal notice of the proposed overall goal in *The Inquirer and Mirror*, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at its principal office for 30 days following the date of the notice, and informing the public that Nantucket and DOT will accept comments on the goals for 45 days from the date of the notice. Normally, we will issue this notice on or

Nantucket Memorial Airport DBE Program, continued

about June 1 of each year. The notice must include addresses to which comments may be sent and addresses where the proposal may be reviewed. A sample notice is included below:

LEGAL NOTICE

NANTUCKET AIRPORT COMMISSION DISADVANTAGED BUSINESS ENTERPRISE (DBE) PLAN FISCAL YEAR 2015 GOAL STATEMENT

A 5.06% disadvantaged business enterprise (DBE) overall utilization goal for federally funded Airport improvement projects at the Nantucket Memorial Airport (ACK) has been established for the 2015 Federal fiscal year per the requirements of 49 CFR Part 26. The methodology used to derive this goal can be reviewed for thirty (30) days following the date of this notice at the Nantucket Airport Administration Office, 14 Airport Road, Nantucket, MA 02554. Comments concerning the overall goals will be accepted for fifteen (15) days following the completion of the thirty (30) days notice period at the address provided above and by the Federal Aviation Administration, 12 New England Executive Park, Burlington, MA 01803.

All firms, both DBE and non-DBE, are invited to contact the Nantucket Memorial Airport for information regarding bidding opportunities on federally funded Airport improvement projects.

The above advertisement is scheduled for publication in *The Inquirer and Mirror* in September, 2014. The overall goal submission to DOT will include a summary of information and comments, if any, received during this public participation process and our responses.

The Airport will begin using our overall goal on August 1 of each year, unless we have received other instructions from DOT or, if the goal is established on a project basis, by the time of the first solicitation for a DOT-assisted contract for the project.

Breakout of Estimated Race-Neutral and Race-Conscious Participation

The Airport estimates that, in meeting the overall goal of 5.06% the Airport will obtain 5.06% from race-neutral participation and 0.0% through race-conscious measures (see page 10 for method used to establish percentage). Additionally, all other previous goals were achieved solely using race-conscious measures. We will closely monitor our results using our proposed race-neutral measure and will take these results into consideration when estimating our future race-neutral/race conscious projections.

The Airport will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation (see §26.51(f)) and we will track and report race-neutral and race-conscious participation separately. For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the following: DBE participation through

Nantucket Memorial Airport DBE Program, continued

a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a DBE goal; DBE participation on a prime contract exceeding a contract goal; and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

CONTRACT GOALS (§26.51)

The Airport will use contract goals to meet any portion of the overall goal that the Airport does not project being able to meet using race-neutral means. Race-neutral means, utilized by this small airport to ensure we meet the maximum feasible portion of our overall goal include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces).
2. Advertising potential contracts in the Massachusetts State Central Register, which is an industry periodical that is available to DBE's to make them aware of work opportunities.

Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means (see page 10 for method used to establish percentage). Subsequent contracts will be monitored and adjusted accordingly should the goal be met or exceeded.

The Airport will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. The Airport need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

The Airport will express the contract goals as a percentage of the total amount of a DOT-assisted contract. In the past, we have exceeded our contract goals, however, this was accomplished when race-conscious means were acceptable.

GOOD FAITH EFFORTS (§26.53)

Information to be submitted

The Airport treats bidder/offers' compliance with good faith effort requirements as a matter of responsibility.

Each solicitation for which a contract goal has been established will require the bidders/offers to submit the following information prior to the award of the contract:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participation

Nantucket Memorial Airport DBE Program, continued

4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts.

Demonstration of good faith efforts

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26.

The DBELO, or his/her representative, shall be responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsible.

The Airport will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before we commit to the performance of the contract by the bidder/offeror.

Administrative reconsideration

Within five (5) days of being informed by the Airport that it is not responsible because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Dave Sylvia, Compliance Manager
Nantucket Memorial Airport
14 Airport Road, Nantucket MA 02554
508/325-5300
e-mail: dsylvia@nantucketairport.com

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not make or document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts when a DBE is replaced on a contract

The Airport will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The Airport will require the prime contractor to

Nantucket Memorial Airport DBE Program, continued

notify the DBE Liaison Officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, the Airport will require the prime contractor to obtain prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, in an effort to meet the DBE goal. If the contractor fails or refuses to comply in the time specified, the Airport may issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the Airport may issue a termination for default proceeding.

Also, the Contractor shall not terminate for convenience and then perform the work of the terminated subcontract with its own forces or those of an affiliate without prior written consent.

COUNTING DBE PARTICIPATION (§26.55)

The Airport will count DBE participation toward overall and contract goals as provided in 49 CFR §26.55.

CERTIFICATION/UCP (§§26.61 – 26.91)

The Airport has recently changed its method of assuring certification of DBEs by relying on formal certification from SDO. According to SDO regulations, DBEs are qualified by using the certification standards in conjunction with U S Department of Transportation, 49 CFR Subpart D of Part 26 and the certification procedures of Subpart E of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Nantucket Memorial Airport has a Memorandum of Understanding with SDO through the Unified Certification Program.

1. Our contact with SDO is:

Ms. Nedra White
Supplier Diversity Office
The McCormack Building
One Ashburton Place, 13th Floor
Boston, MA 02108

“No Change” Affidavits and Notices of Change

The Airport shall require all DBEs to inform the Airport, in a written affidavit, of any change in its circumstances affecting its ability to meet size, disadvantaged status, ownership or control criteria of 49 CFR Part 26 or of any material changes in the information provided with the DBE's application for certification.

The Airport also requires all owners of all DBEs that have been certified to submit, on the anniversary date of their certification, a “no change” affidavit meeting the requirements of §26.83(j). The text of this affidavit is the following:

“I swear (or affirm) that there have been no changes in the circumstances of
[name of DBE firm] affecting its ability to meet the size, disadvantaged status,

Nantucket Memorial Airport DBE Program, continued

ownership, or control requirements of 49 CFR part 26. There have been no material changes in the information provided with [name of DBE]'s application for certification, except for any changes about which you have provided written notice to the Nantucket Airport Commission under §26.83(i). *[Name of firm]* meets Small Business Administration (SBA) criteria for being a small business concern and its average annual gross receipts (as defined by SBA rules) over the firm's previous three fiscal years do not exceed \$22.41 million."

The Airport shall require DBEs to submit with this affidavit documentation of the firm's size and gross receipts.

The Airport will notify all DBE firms currently certified by the SDO of these obligations by certified mail. This notification will inform DBEs that to submit the "no change" affidavit, their owners must swear or affirm that they meet all regulatory requirements of Part 26, including personal net worth. Likewise, if a firm's owner knows or should know that he or she, or the firm, fails to meet a Part 26 eligibility requirement (e.g., personal net worth), the obligation to submit a notice of change applies.

Personal Net Worth

The Airport will require all disadvantaged owners of applicants and of DBEs currently certified by the Airport, whose eligibility under Part 26, the Airport reviews. A signed and notarized statement of personal net worth, with appropriate documentation, must accompany a bid for work. This is required in order to determine the Personal Net Worth does not exceed the maximum allowed by law on an annual basis. This amount does not include the DBE's personal home.

An SBA 2-page personal net worth form shall be submitted as part of an application or re-application.

Re-certifications (26.83(h))

The Nantucket Airport Corporation will review the eligibility of DBEs that were certified under former Part 23, to make sure that they meet the standards of Subpart D of Part 26. The Airport will complete this review no later than three years from the most recent certification date of each firm. The DBE shall submit a sworn affidavit that there have been no changes in the firms circumstances affecting its' ability to meet size, disadvantaged status, ownership or control requirements or any material changes since it submitted its certification form. The affidavit shall specifically affirm that the firm continues to meet the SBA size criteria and overall gross receipts cap.

For firms that have been certified or reviewed and found eligible under Part 26, shall be reviewed as to their status of eligibility *every three years*.

Process – Remove a DBE's Eligibility (26.87)

Regardless of the length of the project, the Airport will use the SDO certification standards to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. The Airport will make our certification decisions based on the facts as a whole.

Nantucket Memorial Airport DBE Program, continued

In the event we propose to remove a DBE's certification, we will follow procedures consistent with Section 26.87. To ensure separation of functions in a decertification, we have determined that the SDO office will serve as the decision maker in decertification proceedings. We have established an administrative "firewall" to ensure that SDO will not have participated in any way in the decertification proceeding against the firm (including participating in the decision to initiate such a proceeding).

For information about the certification process or to apply for certification, firms should contact the Airport or the Supplier Diversity Office.

DOT Certification Appeals 26.89

Any firm or complainant may appeal the Airport's decision in a certification matter to DOT. Such appeals may be sent to:

U.S. Department of Transportation
Department of Office of Civil Rights
External Civil Rights Program Division (S-33)
1200 New Jersey Avenue, S.E.
Washington, DC 20590
Phone: 202-366-4754
TTY: 202-366-9696
Fax: 202-366-5575

The Airport will promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs for their DOT-assisted contracts.

INFORMATION COLLECTION AND REPORTING

Bidders List

The Airport will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the bidders' list approach to calculating overall goals. The bidders list will include the name, address, DBE/non-DBE status, age, and bonding capacity of firms.

We will collect this information in the following ways:

1. Inclusion of a contract clause requiring prime bidders to report the name, address, type of business, and DBE or non-DBE status of all firms who quote to them on subcontracted items.
2. The Airport, or their representatives, will collect the data submitted in Step 1 and collect additional information from these firms via a direct mail survey. The additional information requested may include DBE certification information (if certified by another recipient agency), type of work performed by firm, gross annual revenues, age of firm, and the bonding capacity of the firm. A sample questionnaire follows.
3. The Airport shall annually publish a legal notice as an invitation to DBE and non-DBE firms to obtain information regarding bidding opportunities on federally funded projects at

Nantucket Memorial Airport DBE Program, continued

the Airport. This notice shall be done in conjunction with the annual Statement of DBE Goals.

Monitoring Payments to DBEs

The Airport will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the Airport or DOT. This reporting requirement also extends to any certified DBE subcontractor.

The Airport will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

The Airport will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

Reporting to DOT

The Airport will report DBE participation to DOT as follows:

The Airport will submit annually DOT Form 4630, as modified for use by FAA recipients.

Confidentiality

The Airport will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with federal, state, and local law. Notwithstanding any contrary provisions of state or local law, the Airport will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

Nantucket Memorial Airport DBE Program, continued

DISADVANTAGED BUSINESS ENTERPRISE QUESTIONNAIRE
Nantucket Airport Commission
Nantucket, Massachusetts

As part of a recent bid form received by the Nantucket Memorial Airport, your firm submitted a bid or provided a price quote to another firm(s) submitting bids on a Federally-funded project. Per the requirements of 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in DOT Programs", the Airport has established a DBE plan. This plan is updated annually to reflect the actual local bidding conditions and the availability of qualified DBE firms, which are ready, able and willing to participate in Federally-funded projects at the Airport. The information below will assist the Airport in maintaining an accurate directory of firms bidding, or are interested in the opportunity to participate in these projects.

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person: _____

Phone: _____ () _____

Fax: _____ () _____

DBE Certifications (include type and expiration date): _____

Type of Work Done by Firm: _____

Age of Firm: _____ Annual Gross Revenues of Firm: _____

Bonding Capacities of Firm: _____ Max. Single Contract: _____

Max. Aggregate: _____

Please remit this information to: DBE Liaison Officer
Nantucket Memorial Airport
14 Airport Road
Nantucket, MA 02554

Your participation in this effort is appreciated and will help establish realistic DBE goals for future projects at Nantucket Memorial Airport.



Nantucket Memorial Airport

Monthly Statistical Report

(July 2014)

[illegible][illegible]



Year	Germany (thousands)	France (thousands)	UK (thousands)
2008	19,000	17,000	16,500
2009	19,000	16,500	17,500
2010	14,000	11,500	13,000
2011	12,000	10,000	11,000
2012	9,000	8,000	7,500
2013	8,500	8,000	7,000
2014	7,500	8,000	6,500
2015	6,500	7,000	5,500
2016	5,500	6,000	5,000
2017	7,000	6,000	6,000
2018	8,000	7,500	7,500

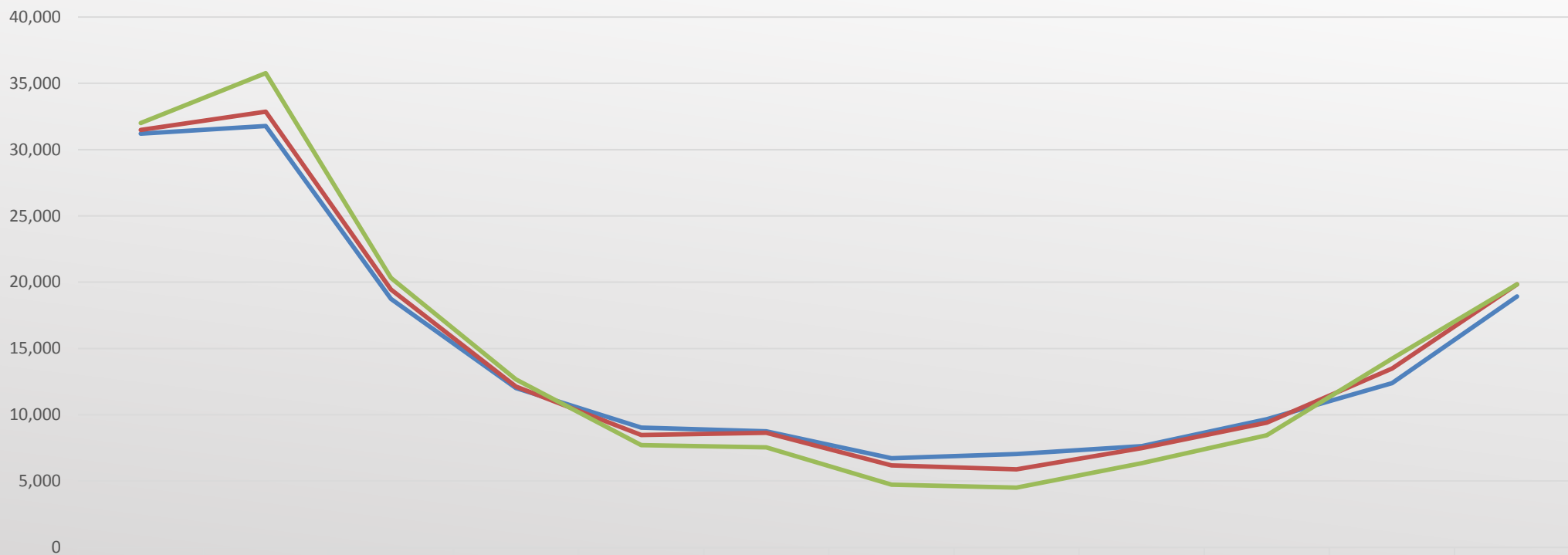
[illegible]

[illegible][illegible]



Nantucket Memorial Airport

Passenger Enplanements FY 2012- FY 2015

[illegible]

[illegible]



Nantucket Memorial Airport

Jet A Gallons Sold FY2011 vs. FY2015

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>
<u>FY11</u>	296,316.00	318,813.00	117,739.00	55,443.00	35,941.00	30,868.00	14,673.00	12,538.00	9,810.00	25,579.00	70,286.00	139,264.00
<u>FY12</u>	308,872.00	356,397.00	148,885.00	57,094.00	39,664.00	16,689.00	9,244.00	8,680.00	11,534.00	28,968.00	64,348.00	167,260.00
<u>FY13</u>	313,706.00	349,254.00	133,081.00	48,812.00	26,391.00	20,748.00	6,688.00	11,008.00	9,704.00	18,140.00	49,217.00	178,209.00
<u>FY14</u>	347,797.00	336,909.00	133,223.00	46,090.00	30,953.00	31,661.00	5,518.00	6,260.00	8,994.00	16,948.00	67,246.00	163,379.00
<u>FY15</u>	345,249.00											

July vs. July Down -1%



Nantucket Memorial Airport

AvGas Gallons Sold FY2011 vs. FY2015

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>
<u>FY11</u>	25,308.30	23,727.70	15,022.70	6,695.60	3,300.00	4,161.50	2,306.00	1,976.00	2,339.20	11,885.80	12,514.70	13,811.10
<u>FY12</u>	26,769.50	25,777.50	15,956.90	9,067.30	3,897.00	4,094.00	2,054.20	2,917.30	3,527.60	9,389.20	13,661.80	20,124.10
<u>FY13</u>	29,107.10	25,742.30	13,727.90	6,840.90	5,152.10	3,295.70	2,477.90	2,176.10	2,927.00	4,245.30	8,719.60	11,595.20
<u>FY14</u>	23,475.10	29,626.50	13,996.70	6,999.00	3,869.60	4,579.80	1,974.10	1,346.30	1,836.00	3,617.00	8,465.30	15,239.30
<u>FY15</u>	23,806.00											

July vs. July Up 1%



Nantucket Memorial Airport

- 2014 monthly freight -

AIRLINE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Cape Air (KAP)	53,937	47,438	51,553	59,485	49,769	59,146	68,291						
Island Air (ISA)	35,955	31,391	36,157	51,088	65,734	99,902	135,809						
Wiggins-FedEx	23,882	20,748	29,223	47,281	68,789	90,080	123,441						
Wiggins-UPS	1,972	1,078	2,505	5,811	8,006	10,221	13,269						
Monthly Total	115,746	100,655	119,438	163,665	192,298	259,349	340,810	0	0	0	0	0	0
% Change Prior Year	(17.33)	(16.87)	(15.76)	(3.52)	(15.13)	(8.85)	10.78	(100.00)	(100.00)	(100.00)	(100.00)	(100.00)	0.00

[illegible]

July Noise Complaint Summary:

July 2014 – 47 Noise Complaints

10 complaints were received from 9 different residents regarding IFR flights.

8 complaints were received from one resident regarding Island Air Cessna 208 operations, specifically Island crossings between the Miacomet area and the Cliff Rd. water tower.

8 complaints were received from 8 different residents regarding aircraft operating outside of designated noise abatement corridors.

- 6 complaints, upon investigation, were VFR aircraft operating on ATC instruction.
- 2 complaints, upon investigation, were VFR aircraft operating at pilot's discretion.

7 complaints were received from 4 different callers concerning flights within noise abatement corridors or runway 33 departures.

4 complaints were received from 4 different residents that were unable to be fully investigated.

- 2 of these complaints were due to a brief LiveATC outage.
- 2 were due to not enough information being given by the caller.

3 complaints from one resident, upon investigation, were determined to involve MedFlights and were not investigated any further.

2 complaints were received from 2 different residents regarding air traffic patterns resulting from runway 15/33 closures and the subsequent increased use of runway 12/30.

2 complaints from one resident were abusive, and not investigated.

1 complaint, upon investigation, was determined to be the USCG practicing touch and goes, and was not investigated further.

1 complaint was received regarding a fuel odor/ground noise.

1 complaint was received regarding helicopter traffic.

Excepting the 2 abusive calls, verbal or written follow up was accomplished in 43 out of the remaining 45 complaints (96%).

AIRPORT COMMISSION SUB-COMMITTEES

	Previous	New
	4/22/14 – 6/30/14	9/9/14 – 6/30/15
<u>FINANCIAL POLICY</u>	All	All
<u>LONG-RANGE PLANS/POLICY</u> Master Plans Building Projects Property Issues ----- <u>AIRFIELD POLICY /</u> <u>FACILITIES/MAINTENANCE</u> Operations Airfield Construction Aeronautical Policy Fuel General Aviation	Drake Gasbarro A. Planzer	
<u>PERSONNEL</u>	Drake Topham	
<u>NOISE/ENVIRONMENTAL/ENERGY</u>	Gasbarro N. Planzer	
<u>SERVICE/</u> <u>PUBLIC RELATIONS</u>	N. Planzer Topham	

Commission: 3 Year term to June 30th

Daniel W. Drake – 2015
Andrea N. Planzer – 2015
Jeanette D. Topham – 2016
Anthony G. Bouscaren – 2017
Arthur D. Gasbarro – 2017