

NANTUCKET MEMORIAL AIRPORT COMMISSION

April 19, 2016

Agenda

1. Announcements
 - a. This Meeting is Being Audio Recorded
 - b. New Public Hearing Date – Rates & Charges – 5/10/16
2. Review and Approve:
 - a. Agenda
 - b. 3/9/16 Draft Minutes
 - c. 4/2/16 Draft Minutes - Pending
 - d. 4/5/16 Draft Minutes - Pending
 - e. Ratify 3/23/16 Warrant
 - f. Ratify 4/6/16 Warrant
 - g. Approve 4/20/16 Warrant
3. Public Comment
4. Pending Matters
 - a. **042214-2** Formerly Used Defense Site (FUDS) Status
 - b. **011216-1** Emily Air LLC Request for Sub-Lease to Fly Blade, Inc.
 - c. **011315-2** General Fund Repayment Proposal and Discussion of In-Kind Services
5. Pending Leases/Contracts as Set Forth on Exhibit 1, which Exhibit is Herein Incorporated by Reference
6. **030816-2** Flat Roof Building Future Use Discussion
7. **122215-1** Air Service Update
8. **041216-1** FY16 3rd Quarter Financials
9. Manager's Report
 - a. Project Updates
 - i. Modernization of the Air Traffic Control Tower
 - a). Review and Possibly Approve PCO #12, 13, 14 - Pending
 - b. RFP/Bid Status
 - c. Operations Update
 - d. Statistics
 - e. Personnel Report
10. Commissioner's Comments
11. Public Comment
12. Executive Session – G.L. c.30A, §21 (a)
 - a. Review ES minutes of 8/28/12, 9/18/12, 12/4/12, 12/11/12, 2/26/13, 5/28/13, 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, 11/25/14, 2/24/15, 3/10/15, 4/14/15, 5/12/15, 6/9/15, 7/14/15, 8/11/15, 9/8/15, 10/13/15, 11/10/15, 12/8/15, 12/22/15, 1/12/16 and 1/19/16 for possible release; and 2/9/16 and 3/9/16 for review and possible release, and
 - b. Clause 6: To consider the purchase, exchange, lease or value of real property with respect to Exhibit A. The Chair has determined that an open session may have a detrimental effect on the negotiation position of the Airport Commission, and
 - c. Clause 3 & 6: To consider the purchase, exchange, lease or value of real property and to discuss pending litigation to Gatto vs. Town. The Chair has determined that an open session may have a detrimental effect on the negotiation and/or litigation position of the Airport Commission.



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

AIRPORT COMMISSION MEETING

March 9, 2016

The meeting was called to order at 3:35 pm by Chairman Daniel Drake with the following Commissioners present: Andrea Planzer and Jeanette Topham. Anthony Bouscaren participated by phone due to geographical distance. Arthur Gasbarro was absent.

The meeting took place in the Nantucket Memorial Airport General Aviation/Administration Building, 2nd floor Conference room 14 Airport Rd. Nantucket MA.

Airport employees present were: Thomas Rafter, Airport Manager, and Janine Torres, Office Manager.

Mr. Drake announced the meeting was being audio recorded.

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

Ms. Planzer made a **Motion** to approve the minutes of 2/9/16. **Second** by Ms. Topham and **Passed** by the following roll-call vote:

Mr. Bouscaren – Aye
Ms. Planzer – Aye
Ms. Topham – Aye
Mr. Drake - Aye

Mr. Planzer made a **Motion** to ratify the warrant of 2/24/16 and approve the warrant of 3/9/16. **Second** by Ms. Topham and **Passed** by the following roll-call vote:

Mr. Bouscaren – Aye
Ms. Planzer _ Aye
Ms. Topham – Aye
Mr. Drake – Aye

Public Comment – None

020916-1 Public Hearing to consider Proposed Revisions to Rates & Charges

Mr. Drake opened the Public Hearing. Mr. Drake suggested continuing the Hearing until the next meeting due to the late change in date and location.

Ms. Planzer made a **Motion** to continue the Public Hearing until the meeting of April 12, 2016. **Second** by Ms. Topham and **Passed** by the following roll-call vote:

Mr. Bouscaren – Aye
Ms. Planzer – Aye
Ms. Topham – Aye
Mr. Drake – Aye

Pending Matters – Mr. Rafter reported the following:

042214-2 Formerly Used Defense Site (FUDS) Status – The report from the Army Corp of Engineers is still pending.

011216-1 Emily Air LLC Request for Sub-Lease to Fly Blade, Inc. – Consent to sub-lease is still with Town Counsel and needs to be approved by Mass. Department of Transportation (Mass DOT). The ramp fees for Blade will be similar to those charged Marine Home Center lease.

031015-1 Airline Incentive Plan Discussion – after review and approval by the Federal Aviation Administration (FAA) the Airline Incentive Plan was presented for approval.

Ms. Topham made a **Motion** to approve the Airline Incentive Plan. **Second** by Ms. Planzer and **Passed** by the following roll-call vote:

Mr. Bouscaren – Aye
Ms. Planzer – Aye
Ms. Topham – Aye
Mr. Drake – Aye

011315-2 General Fund Repayment Proposal and Discussion of In-Kind Services - The Finance Department is modifying the draft agreement's language in regards to provide the mechanism for credit for in-kind services.

Pending Leases and Contracts

Mr. Rafter presented the following Leases and Contracts:

- **Nantucket Auto Rental, Inc.** – 2016 Car Rental Agreement for \$14,275 rent plus \$1,500 Annual Business Fee plus 10% Gross Receipts plus Customer Facility Charges.
- **The Hertz Corporation** – 2016 Car Rental Agreement for \$15,925 plus \$1,500 Annual Business Fee plus 10% Gross Receipts plus Customer Facility Charges.
- **Thrifty Cars, Inc.** rental agreement was still pending.

Ms. Planzer made a **Motion** to approve the Nantucket Auto Rental and The Hertz Corporation Leases. **Second** by Ms. Topham and **Passed** by the following roll-call vote:

Mr. Bouscaren – Aye
Ms. Planzer – Aye
Ms. Topham – Aye
Mr. Drake – Aye

030816-1 Declaration of Surplus Property – 10 Sun Island Road Parcels – Mr. Rafter reported the Declaration is the first step in the procurement process to dispose of land by sale or rent. The Request for Proposal (RFP) is in draft form which will include nine (9) parcels which can be bid either as a whole, single or combined parcels. It will be released after Town Meeting acts on Article 94 of the Warrant would extend the permissible lease term from 20 to 30 years.

Ms. Topham made a **Motion** to declare as surplus property and unnecessary for Airport use at the present time, the parcels located at 10 Sun Island Road as depicted on Exhibit A to the Declaration. **Second** by Ms. Planzer and **Passed** by the following roll-call vote:

Mr. Bouscaren – Aye
Ms. Planzer – Aye
Ms. Topham – Aye
Mr. Drake – Aye

030816-2 Flat Roof Building Future Use Discussion – Mr. Rafter reported a matrix has been created to study the proposed future uses of the Flat Roof Building. After some evaluation, it is probable that it will be moved. There has been interest expressed in the building.

122215-1 Air Service Update – Mr. Rafter reported meeting with Janet Schulte of the Nantucket Island Chamber of Commerce as well as Chambers on the Cape and other airports, on a regional approach to air service development. The Airport will be hosting a focus group in the 3rd week in April to collect data from 20-30 local business people regarding demands for air service. Then hopefully to develop a format that can be replicated in other regions.

Manager's Report

Project Updates

- Air Traffic Control Tower – Mr. Rafter requested the Commission ratify change orders PCO #009 and PCO #010 for a net increase of \$3,185.00 to the construction contract.

Ms. Planzer made a **Motion** ratify PCO #009 and PCO #010. **Second** by Ms. Topham and **Passed** by the following roll-call vote:

Mr. Bouscaren – Aye
Ms. Planzer – Aye
Ms. Topham – Aye
Mr. Drake – Aye

- A site visit has taken place with the engineers for the three (3) Airport Improvement Projects (AIP's) for FY17: Electrical Vault Room Rehabilitation, Interactive Employee Training Software and FIDS/PA System Update
- A water pipe and fire suppression pipe break above the airfield electrical vault room caused damage shutting down the airfield lights temporarily. Emergency procurement was authorized by the State.
- An after-hours broken fire suppression pipe in the restaurant caused damage resulting in the street entrance to the restaurant be closed off.
- The front end loader that was in for transmission overhaul is back in service.
- Two (2) new golf carts have been received.
- Manager's vehicle has been received.
- A new Point-of-Sale software is being installed in the FBO that will minimize the time needed to service customers as well allow them to automate the fuel slip process.

RFP/Bid Status

- HVAC/Oil Burner bids are out and due back by March 15.
- Specs are being prepared to purchase a passenger boarding ramp.
- An RFQ is being prepared for an architect to design employee housing.
- An on-call engineering service RFP is drafted.
- Airport Gas draft RFP is under review.
- Sun Island draft RFP is under review.

3.9.16 Airport Commission Meeting

- Airfield painting and airfield electrical on-call service RFP's are being drafted.
- A few Bunker Road tenants have expanded use beyond the boundaries of their leases. A letter was sent and two (2) have expressed interest in adding property to their lease
- Island Air Bankruptcy meeting was held February 12, 2016 in Brockton. Airport Counsel informed the Trustee that Passenger Facility Charges (PFC's) collected by Island Airlines on behalf of Nantucket Airport should be considered assets, not debt. Thomas Cunningham, operator of Island Air, acknowledged to the Trustee that he had not segregated the PFCs collected
- The Freight Hangar has been released by the Trustee to Mr. William McGrath who has been working with Cape Air for freight operations.
- Advertising proposal to develop advertising services to increase revenue is moving forward.

Other

On March 7, 2016, Mr. Rafter did an Airport drive-a-round with Geno-TV.

Statistics – Mr. Rafter reviewed the January 2016 overall statistics.

- Operations are up 6.61% from January 2015. Year-to-date up .20%.
- Enplanements are down 34.66% from January 2015. Year-to-date is down 9.06%.
- Jet A gallons sold is up 52.82% from January 2015. Year-to-date is up 4.32%.
- Jet A gallons sold is up 151% from February 2015.
- AvGas gallons sold is up 53.48% from January 2015. Year-to-date is up 6.68%.
- AvGas gallons sold is up .65% from February 2015.
- 1 Noise Complaint filed in February 2016.

Request for Travel - Mr. Rafter asked to attend the AAAE Annual Conference in Houston TX on May 15th – 18th, 2016.

Ms. Planzer made a **Motion** to approve Mr. Rafter's request for travel. **Second** by Ms. Planzer and **Passed** by the following roll-call vote:

Mr. Bouscaren – Aye
 Ms. Planzer – Aye
 Ms. Topham – Aye
 Mr. Drake – Aye

Personnel Report – Mr. Rafter announced Noah Karberg, Environmental Coordinator, achieved "Certified Member" status through AAAE (American Association of Airport Executives).

Commissioners Comments

Mr. Drake announced that Cape Air has pulled out of Providence and Block Island. He also reminded everyone that Nantucket Annual Town Meeting is Saturday, April 2, 2016 at 9:00am.

Public Comment

Larry Pollack of Crosswinds Restaurant suggested the parking lot entry gate be left open due to its repeated issues. Mr. Rafter responded he understands the issue but will not leave arm open unless a major issue with the mechanism arises.

Chris Skehel of Crosswinds Restaurant expressed his gratitude towards Airport Staff on initial response to pipe burst.

Having no further business for Open Session, Ms. Topham made a **Motion** to go into Executive Session, under G.L. Chapter 30 A, Section 21 A, not to return to Open Session, to review Executive Session Minutes as enumerated on the Agenda; Clause 6 - to consider the purchase,

exchange, lease or value of real property with respect to Exhibit A of the Airport Layout Plan and under Clauses 3 & 6 to consider the purchase, exchange, lease or value of real property and to discuss pending litigation to Gatto vs. Town. The Chair has determined that an open session may have a detrimental effect on the negotiation/litigation position of the Airport Commission. **Second** by Ms. Planzer and **Passed** by the following roll-call vote:

Mr. Bouscaren – Aye
Ms. Planzer - Aye
Ms. Topham - Aye
Mr. Drake – Aye

Meeting adjourned at 5:37 pm

Respectfully submitted,

Janine M. Torres, Recorder

Master List of Documents Used

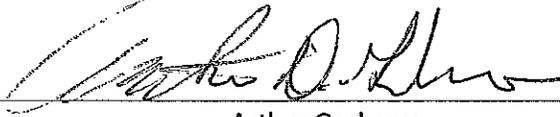
3/9/16 Agenda including Exhibit 1
2/9/16 Draft Minutes
2/24/16 Warrant Signature Sheet
3/9/16 Warrant Signature Sheet
Proposed changes to Nantucket Memorial Airport Rates & Charges dated 3/8/16
Updated Air Service Incentive Program Draft **031015-1**
Nantucket Auto Rental Inc. 2016 Car Rental Agreement
Thrift Cars, Inc. 2016 Car Rental Agreement
The Hertz Corporation 2016 Car Rental Agreement
Declaration of Surplus Property – 10 Sun Island Road
ATCT Construction Change Order Log
Maron Construction Co., Inc. PCO 009 \$4,256.00
Maron Construction Co., Inc. PCO 010 (-\$1,071.00)
January 2016 Statistics Report includes February Fuel and Noise Complaints
AAAE 2016 Annual Conference Announcement & Agenda

Warrant 03/23/2016

Please Sign and Date

 3/9/16

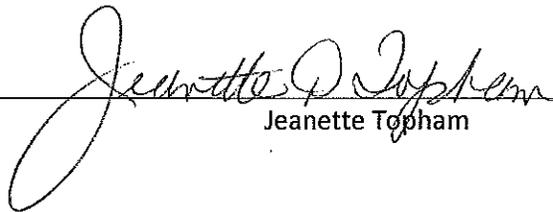
Daniel Drake

 3/14/16

Arthur Gasbarro

 3/9/16

Andrea Planzer

 3/9/16

Jeanette Topham

Anthony G. Bouscaren

Batch# <u>5853</u>	Tot ^{\$} <u>10,391.57</u>	Batch Date <u>3/8/16</u>	Initial <u>DT, RP, AG</u>
Batch# <u>5858</u>	Total ^{\$} <u>117,865.95</u>	Batch Date <u>3/8/16</u>	Initial <u>DT, RP, AG</u>
Batch# <u>5859</u>	Total <u>26,000.65</u>	Batch Date <u>3/9/16</u>	Initial <u>DT, RP, AG</u>
Batch# <u>5967</u>	Total ^{\$} <u>6,172.04</u>	Batch Date <u>3/14/16</u>	Initial <u>JT*, DD*, AP*, AG</u>
Batch# _____	Total _____	Batch Date _____	Initial _____
Batch# _____	Total _____	Batch Date _____	Initial _____
Batch# _____	Total _____	Batch Date _____	Initial _____
Batch# _____	Total _____	Batch Date _____	Initial _____
Batch# _____	Total _____	Batch Date _____	Initial _____

* See attached

Janine Torres

From: jtop@comcast.net
Sent: Monday, March 14, 2016 3:19 PM
To: Janine Torres
Subject: Re: Additional Invoices added to 3/23 Warrant

Okay for me--got to get the Hortonville Consulting to use a commuter book, if there is such a thing today! Perhaps that still wouldn't be much of a break. Jeanette

From: "Janine Torres" <jtorres@nantucketairport.com>
To: "Dan Drake" <ddrake@ackquack.com>, "Jeanette Topham" <jtop@comcast.net>, "Andrea N Planzer" <andreaplanzer@me.com>
Cc: "Tom Rafter" <trafter@nantucketairport.com>, "Mae Williams" <mwilliams@nantucketairport.com>, "Debbie Crooks" <dcrooks@nantucketairport.com>
Sent: Monday, March 14, 2016 1:30:25 PM
Subject: Additional Invoices added to 3/23 Warrant

Dan, Jeanette & Andrea

As mentioned last week at the Commission meeting, we were going to be adding a few more invoices to the 3/23 warrant the three of you reviewed at the meeting.

The three invoices are (copies are attached):

McFarland-Johnson, \$4,168.04 – the final payment of their original contract for PFC Application/Report Submittal
Hortonville Consulting, \$1,151.00 0 for CPR Training
Hortonville Consulting, \$853.00 for ARFF Training

Please email me your approval/disapproval for notation with the signature sheet.

Thank you!

Janine M. Torres
Office Manager
Nantucket Memorial Airport
14 Airport Rd, Unit 1
Nantucket, MA 02554
(508) 325-5303
(508)-325-5306 Fax
(508) 901-0726 Cell

Janine Torres

From: Andrea Planzer <andreaplanzer@me.com>
Sent: Monday, March 14, 2016 1:50 PM
To: Janine Torres
Subject: Re: Additional Invoices added to 3/23 Warrant

Importance: High

Janine,

I approve the three invoices subject to being signed by Tom.

Thank you,
Andrea

On Mar 14, 2016, at 1:30 PM, Janine Torres <jtorges@nantucketairport.com> wrote:

Dan, Jeanette & Andrea

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Thank you!

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14 Airport Rd, Unit 1
Nantucket, MA 02554
(508) 325-5303
(508)-325-5306 Fax
(508) 901-0726 Cell

<20160314130307091.pdf>

Janine Torres

From: Daniel W Drake <ddrake@ackquack.com>
Sent: Monday, March 14, 2016 2:24 PM
To: Janine Torres
Subject: Re: Additional Invoices added to 3/23 Warrant

OK by me.

Daniel W. Drake
PO Box 194
Nantucket, MA 02554

Home: 508-228-4833
Office: 508-325-7753
Cell: 508-221-0770

Sent from my iPad

On Mar 14, 2016, at 1:30 PM, Janine Torres <jtorres@nantucketairport.com> wrote:

Dan, Jeanette & Andrea

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(508) 901-0726 Cell

<20160314130307091.pdf>

Warrant 4/20/16

Please Sign and Date

Daniel Drake

Daniel Drake 4/13/16

Arthur Gasbarro

Andrea Planzer 4/10/16

Andrea Planzer

Jeanette Topham

Jeanette Topham

4/12/16

Anthony G. Bouscaren

Batch # <u>6011</u>	Total \$ <u>54,056.27</u>	Date <u>4-5-16</u>	Initial <u>AG JDT AG</u>
Batch # <u>6013</u>	Total \$ <u>545,251.72</u>	Date <u>4-5-16</u>	Initial <u>AG JDT AG</u>
Batch # <u>6019</u>	Total \$ <u>10,076.26</u>	Date <u>4-6-16</u>	Initial <u>AG JDT AG</u>
Batch # <u>6022</u>	Total \$ <u>547.14</u>	Date <u>4-6-16</u>	Initial <u>AG JDT AG</u>
Batch # _____	Total _____	Date _____	Initial _____
Batch # _____	Total _____	Date _____	Initial _____
Batch # _____	Total _____	Date _____	Initial _____
Batch # _____	Total _____	Date _____	Initial _____

LANDLORD CONSENT TO SUBLEASE

This Landlord Consent to Sublease (this “*Consent*”) is entered into by and among the **Nantucket Memorial Airport Commission** (“*Landlord*” or the “*Commission*”), having an address of Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554, **Emily Air, LLC** (“*Tenant*”), a Delaware limited liability company, having an address of 550 Barnstable Road, Hyannis, MA 02601, and **Fly Blade, Inc.** (“*Subtenant*”), a Delaware corporation, having an address of 499 E. 34th Street, New York, NY 10016.

Whereas, the Commission, as landlord, entered into a Lease Agreement dated March 25, 2014 (the “*Master Lease*”) with Tenant, as tenant, for the use of certain hangar space containing 8,118 square feet, more or less, located at 12 Airport Road, Nantucket, MA 02554 (as described more particularly in the Lease, the “*Premises*”), which Master Lease is incorporated herein;

Whereas, the Master Lease provides that Tenant shall not assign or sublet any portion of the Premises without Landlord’s prior written consent;

Whereas, Tenant wishes to sublease to the Premises to Subtenant, as subtenant, for a portion of the term of the Master Lease;

Whereas, Tenant has asked Landlord to consent to Tenant subleasing the Premises to Subtenant; and

Whereas, Landlord is amenable to the sublease, subject to the terms and conditions set forth in the Master Lease and those set forth herein.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord, Tenant, and Subtenant agree as follows:

1. Consent. Landlord consents to Tenant subleasing the Premises to Subtenant, provided that Subtenant assumes the obligations of Tenant under the Master Lease, complies fully with the terms of the Master Lease, and complies with the terms set forth in this Consent (the Master Lease and this Consent, together, the “*Governing Documents*”).
2. No Sublease Approval, Modification of Master Lease. This Consent relates to Subtenant subleasing the Premises from Tenant and does not constitute consent to or approval of any term or provision of any agreement now or hereafter entered into by and between Tenant and Subtenant, including, without limitation, the Sublease. Landlord has not reviewed the terms of the Sublease in any detail and simply assumes that all such terms and provisions are consistent with the terms and provisions of the Master Lease. In the event Landlord’s assumption is incorrect and there is in fact a conflict between the terms and provisions of the Sublease and the terms and provisions of the Master Lease, then the terms and provisions of the Master Lease shall control.
3. Additional Terms. Landlord’s consent to Subtenant subleasing the Premises from Tenant is expressly contingent upon Subtenant complying with the following terms and conditions, in addition to those set forth in the Master Deed:

- A. Sublease Term, Extension. Landlord consents to Tenant subleasing the Premises to Subtenant for a term of one (1) year, commencing on April 15, 2016 (as such term may be extended in accordance with this Consent, the "*Commencement Date*") and terminating on April 14, 2017 (such term, as may be extended or terminated in accordance with this Consent, the "*Sublease Term*"), provided, however, that if DOT has not granted its approval of this Sublease under Section 4 by April 15, 2016, the Commencement Date shall begin five (5) days from the receipt of such approval and the term of the sublease shall be extended so as to allow Subtenant to use the Premises for one (1) full year. In the event that Tenant and Subtenant wish to extend the term of the sublease and inform Landlord of the same in writing at least ninety (90) days prior to the termination of the one (1)-year term, Landlord may, at its sole and absolute discretion, extend the sublease for up to four (4) additional and consecutive one (1)-year periods, for a total maximum term of no more than five (5) years, on the terms set forth herein and/or on such other terms as may be required by Landlord and agreed upon by the parties. Tenant and Subtenant acknowledge and agree that Tenant and Subtenant have no right to extend the sublease.
- B. License Area. Landlord hereby grants Subtenant a revocable license to use space outside the hanger, containing approximately 4,500 square feet as approximately shown on Exhibit A, attached hereto and incorporated herein (the "*License Area*"), which Subtenant agrees to use solely for the temporary parking of aircrafts (not for storage or maintenance) on the same terms and conditions as set forth in the Master Lease (as if it were the Tenant thereunder) and this Consent, for a term concurrent with Subtenant's use of the hanger space, unless terminated by Landlord for any or no reason, provided Landlord gives Subtenant at least fourteen (14) days prior written notice thereof. For the purposes of this Consent, all references to Premises in the Governing Documents shall be deemed to include the License Area, except that Subtenant's use of the License Area shall be governed on such rules and regulations that Landlord may promulgate, as the same may be amended from time to time, and the insurance to be carried by Subtenant hereunder shall include the License Area. Subtenant shall pay the sum of \$165 a month directly to Landlord for use of the License Area.
- C. Fees. In addition to paying any sums owed to Landlord under the Master Lease, Subtenant shall pay monthly, in advance, during the Sublease Term, in the same manner in which, and subject to the same terms and conditions applicable to, the payment of Base Rent under the Master Lease (including, without limitation, the obligation to make a late payment fee), certain fees and other charges, including, without limitation, landing fees, fuel fees, ID Card fees, and Business Fees, in amounts set forth in the rates and charges schedules published by Landlord, as such amounts may be changed from time to time (but such charges shall not include a ramp fee).
- D. Performance Deposit. Subtenant shall deposit the sum of \$5,000 with Landlord to ensure Subtenant's compliance with the terms of the Governing Documents, including, without limitation, Subtenant's obligation to pay Base Rent, the amounts owed under Section B above, and any other payments owed to Landlord, and to carry insurance under the Master Lease (the "*Performance Deposit*"), but said amount shall not limit Subtenant's obligations under the Governing Documents or Landlord's right to recover in full any amounts due to Landlord under the Governing Documents from Tenant and/or Subtenant.

Subtenant shall deliver a bank check in the amount of \$5,000 to Landlord upon the earlier of (a) entering onto the Premises and (b) the Commencement Date, and shall replenish said sum if drawn upon by Landlord within fifteen (15) days of written notice from Landlord, so that at all times throughout the Sublease Term, the Performance Deposit shall have a balance of at least \$5,000.

E. Safety. To ensure the safety and security of Nantucket Memorial Airport, Subtenant shall comply with the following provisions:

- (a) Subtenant shall provide trained and badged ground crew adequate to handle all its operations at the Premises;
- (b) no more than two (2) aircrafts shall be on the ground at the Premises at any time. It is anticipated that Subtenant will have no more than six (6) flights daily. Notwithstanding the foregoing, Subtenant acknowledges that Landlord shall have the right to reduce or increase the number of daily flights based on seasonal use of the Airport and/or the impact of Subtenant's use of the Premises on airport operations, with such change to be discussed at the periodic reviews under Section 3(J) or such other times as Landlord may reasonably request;
- (c) aircrafts shall be no larger than the Cessna Caravan or Pilatus PC-12 aircrafts. All other types of aircrafts including, but not limited to, jets and helicopters, are hereby prohibited; and
- (d) at no time shall Subtenant block access to Hanger 2 at the Nantucket Memorial Airport.

F. Insurance. Subtenant shall comply with the insurance provisions of the Master Lease, and shall provide Landlord with a certificate of insurance demonstrating compliance with Section 8.2 of the Master Lease prior to Landlord's execution of this Consent (which insurance shall also cover the License Area).

G. Reporting. Subtenant shall provide Landlord with monthly traffic reports in such form as will be prescribed by Landlord. Subtenant shall also provide Landlord with a reverse app that will identify daily schedules, passenger counts, aircraft registration, estimated departure and arrival times, and other pertinent information as may be reasonably required by the Landlord.

H. Operations.

- (a) Landside
 - i. Only those ground transportation providers that have been approved by the Nantucket Airport are permitted to operate at the Airport,
 - ii. Vehicle parking will be limited to employees only
- (b) Airside
 - i. Taxi routes shall be coordinated in advance with Air Traffic Control

I. Laws, Bylaws. Subtenant shall comply with any and all applicable laws, rules, regulations, codes, and bylaws, and obtain any and all licenses and approvals necessary from the Town of Nantucket and others for Subtenant's use of the Premises, including

licenses and approvals required to serve or cater food and/or drink to its customers and/or others at the Premises.

J. Periodic Reviews. Principals of the Landlord and Subtenant shall meet to review activity and operations at the Premises, the adequacy of Subtenant's reporting, and overall compliance with the terms of this Consent, including, without limitation, the number of daily flights, the impact of Subtenant's use of the Premises on airport operations and/or use of the Airport by others, and Landlord may make such changes to this Consent as it deems appropriate. Landlord and Subtenant shall meet, at a minimum, at a day and time to be determined during the following weeks: second week in July; third week in August; and the third week in September. The parties may jointly agree to reschedule any of these meetings without violating this Consent; however, there must be three (3) meetings between July and September, 2016.

K. No Limitation. The conditions set forth herein shall in no way limit or relieve Subtenant from fully complying with the terms of the Master Lease.

4. DOT Approval. Landlord's consent hereunder is subject to approval of the sublease by the Department of Transportation ("*DOT*") under the terms of a mortgage held by DOT on the Premises. In the event that DOT does not approve the sublease to Subtenant, this Consent will be deemed void and Subtenant shall have no right to use the Premises. Any sums paid by Subtenant to Landlord shall not be refunded, except that the Town shall return any amount of the Performance Deposit that Subtenant does not owe to Landlord.

5. No Modification. This Consent shall not in any way be deemed a modification of the Master Lease, and in the event of any conflict between the terms of the Master Lease and the terms of any other agreement, whether written or oral, whether between Tenant and Subtenant or otherwise, the Master Lease shall control. The Master Lease has not been assigned, altered, modified or amended in any respect and is in full force and effect.

6. No Further Sublease. This Consent shall not constitute Landlord's consent to any other subletting by Tenant, any subsubletting by Subtenant, or any assignment by Tenant or Subtenant and no such sublease, subsublease or assignment shall be made without Landlord's prior written consent.

7. Recourse. Subtenant shall have no recourse against Landlord on account of any failure by Landlord to perform any of its obligations under the Master Lease. Subtenant's only recourse shall be against Tenant.

8. Construction. This Consent shall not be construed (a) to modify, waive, impair or affect any of the terms or conditions of the Master Lease, (b) to waive any breach of the Master Lease, (c) to enlarge or diminish the rights or obligations of Landlord or Tenant under the Master Lease, (d) as a consent by Landlord pursuant to any of the other provisions of the Master Lease (including, without limitation, to the performance of any work in the Premises) or (e) as a representation or acknowledgment of the accuracy of any recital or statement set forth in the Sublease.

9. Primary Obligation. Notwithstanding the subletting consented to herein, Tenant shall be and remain fully liable for payment of Base Rent, additional rent and all other sums to become due under the Master Lease and for the performance of all of the Tenant's obligations under the Master Lease. All acts and omissions of Subtenant or anyone claiming under Subtenant which shall be in violation of the Master Lease shall be deemed a violation by Tenant. Further, Tenant hereby acknowledges that neither the sublease to Subtenant nor Landlord's consent thereof or hereunder shall impair Tenant's primary liability under the Master Lease.

10. Default. If Tenant defaults in the payment of any rent, additional rent or other sum due under the Master Lease or in the performance of any of Tenant's obligations under the Master Lease and such default continues beyond any applicable cure period provided for in the Master Lease, then Subtenant, after receiving a notice from Landlord directing Subtenant to do so, shall pay to Landlord all rent, additional rent and other sums thereafter becoming due under the Sublease. Subtenant shall be entitled to rely on any such notice notwithstanding any objection by Tenant. No receipt by Landlord of any rent, additional or other sums from Subtenant shall be deemed to release Tenant from Tenant's obligations under the Master Lease or as the acceptance of Subtenant as a direct tenant.

11. Amendment. This Consent may not be changed orally, but only by an agreement in writing signed by Landlord, Tenant and Subtenant.

12. Counterparts. This Consent may be executed in counterparts and shall not be effective for any purpose, and may be withdrawn by Landlord, until a counterpart hereof executed by Tenant and Subtenant is returned to Landlord.

549310.2/19715/0001

[SIGNATURE PAGE FOLLOWS]

Executed as an instrument under seal as of this _____ day of _____, 2016.

NANTUCKET MEMORIAL AIRPORT
COMMISSION
By its Commissioners

TENANT: EMILY AIR, LLC

By: _____
Name: Thomas Francis Cunningham
Title: Manager

SUBTENANT: FLY BLADE INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

Exhibit A Fly Blade, Inc. License Area



- 4,500 square feet



**TOWN OF NANTUCKET
AIRPORT - ENTERPRISE FUND**

	Actual FY2016	Actual FY2015	BUDGET FY2016
REVENUE (Includes Airport Revolving Fund)	\$ 10,169,005	\$ 10,890,004	\$ 13,169,903
EXPENSES (Includes Airport Revolving Fund & Debt)	\$ 8,733,930	\$ 9,784,692	\$ 14,003,725
NET EARNINGS	\$ 1,435,075	\$ 1,105,312	\$ (833,822)
Transfer from Retained Earnings	\$ -	\$ -	\$ 828,843
NET EARNINGS	\$ 1,435,075	\$ 1,105,312	\$ (4,979)
Retained Earnings			
NET SOURCES/USES:			
Article #- GF Subsidy	\$ -	\$ -	-
FY2015 Encumbrance Carryforwards	\$ -	\$ -	4,979
Fuel Revolver Fund Balance Unavailable for Retained Earnings Calculation	\$ (2,355,512)	\$ (1,457,630)	-
Other: Transfer From Insurance Proceeds	\$ -	\$ -	-
FinCom GF Reserve Fund Transfer	\$ -	\$ -	-
Surplus(Deficit)	\$ (920,437)	\$ (352,318)	\$ (0)

Certified Retained Earnings For Use in FY2016	\$ 2,209,922
Plus Current Surplus(Less Current Deficit) as of 03/31/2016	\$ (920,437)
Plus Unused Portion of Retained Earnings for FY2016	\$ 828,843
Less Voted Use of Retained Earnings for FY2017 Budget (ATM2016)	\$ (2,170,999)
Projected Balance as of 03/31/2016*	\$ (52,671)

**Revenues remain a projection, until certified by the the Department of Revenue, therefore this is only a projection as of this point in time, until Retained Earnings go through the Certification proc*

FOR 2016

ACCOUNT:
065 AIR

CARRYFORWARD CARRYFORWARD
Budgets Budgets
(Liquidated)

65482 MEMORIAL AIRPORT

65482__ 52101	UTILITY-ELECTRICITY	\$ 259.00	\$ -
65482__ 52103	UTILITY:FUEL OIL	\$ -	\$ -
65482__ 52104	UTILITY:PROPANE	\$ -	\$ -
65482__ 52105	UTILITY:WATER	\$ -	\$ -
65482__ 52403	REP&MAINT-VEHICLE	\$ 450.00	\$ -
65482__ 52404	REP&MAINT-BUILDING	\$ 919.00	\$ -
65482__ 52405	REP&MAINT-EQUIPMENT	\$ -	\$ -
65482__ 52409	REP&MAINT-RUNWAYS	\$ -	\$ -
65482__ 52411	REP&MAINT-GROUNDS	\$ -	\$ -
65482__ 52417	PARKING LOT MAINT	\$ -	\$ -
65482__ 52419	NEW TOOLS & EQUIP	\$ -	\$ -
65482__ 52420	PKG LOT TOW FEES	\$ -	\$ -
65482__ 52424	FUEL STORAGE FACILITY MAINT	\$ -	\$ -
65482__ 52501	MISC PURCH:FBO CATERING	\$ -	\$ -
65482__ 52502	MISC PURCH:LINE OPER	\$ -	\$ -
65482__ 52503	MISC PURCH:S&M EQUIP	\$ -	\$ -
65482__ 52504	LINE OPS UNIFORMS	\$ -	\$ -
65482__ 52505	EQUIPMENT RENTAL	\$ -	\$ -
65482__ 52703	RENT/LEASE:POSTAGE METER	\$ -	\$ -
65482__ 52907	PROPERTY:RUBBISH PICKUP	\$ 1,765.00	\$ -
65482__ 53100	PROFESSIONAL SERVICES	\$ 660.00	\$ -
65482__ 53103	GENERAL:ADVERTISING	\$ -	\$ -
65482__ 53157	POLICE PROTECTION SERVICES	\$ -	\$ -
65482__ 53175	PROF SVCS: FLIGHT PLANNING	\$ -	\$ -
65482__ 53187	TRAINING ARFF	\$ -	\$ -
65482__ 53300	ENVIRONMENTAL	\$ -	\$ -
65482__ 53303	TRANS-SECURITY	\$ -	\$ -
65482__ 53401	COMM:TELEPHONE	\$ -	\$ -
65482__ 53402	COMM:POSTAGE	\$ 364.00	\$ -
65482__ 53403	COMM: AIRPORT	\$ -	\$ -
65482__ 53803	OTHER:LICENSES & TAXES	\$ 60.00	\$ -
65482__ 53804	OTHER:FREIGHT	\$ -	\$ -
65482__ 54101	ENERGY:GAS & DIESEL	\$ -	\$ -
65482__ 54102	ENERGY:AIRPORT FUEL	\$ -	\$ -
65482__ 54201	OFFICE-SUPPLIES	\$ 338.00	\$ -
65482__ 54202	OFFICE-EQUIPMENT	\$ -	\$ -
65482__ 54213	LEASE OFFICE EQUIPMENT	\$ 117.00	\$ -
65482__ 54302	BLDGREQ:MAINT & SUPPLIES	\$ -	\$ -
65482__ 54501	CUSTODIAL:CLEANING SUPPLY	\$ -	\$ -
65482__ 55101	BOOKS/SUBSCRIPTIONS	\$ -	\$ -
65482__ 55102	MEMBERSHIPS & DUES	\$ -	\$ -
65482__ 55802	OTHER:CREDIT CARD COMM	\$ -	\$ -
65482__ 57101	IN-STATE:MISC TRAVEL	\$ -	\$ -
65482__ 57102	IN-STATE:MILEAGE/CAR ALLW	\$ 47.00	\$ -
65482__ 57103	IN-STATE:SEMINARS, PROF GA	\$ -	\$ -
65482__ 57201	OUT-STATE:GENERAL	\$ -	\$ -
65482__ 57401	INS PREM:AUTO & LIABILITY	\$ -	\$ -
65482__ 57802	OTHER:SCHOOLS MISC	\$ -	\$ -
65482__ 57803	OTHER:BANK CHARGES	\$ -	\$ -
65482__ 59000	DEBT SERVICE	\$ -	\$ -
65482__ 59101	DEBT SERV:PRINCIPAL	\$ -	\$ -
65482__ 59102	DEBT SERVICE INTEREST	\$ -	\$ -
65482__ 59103	ISSUE EXPENSE	\$ -	\$ -
65482__ 59104	DEBT SERVICE BAN PRINC	\$ -	\$ -
65482__ 59991	TRANSFER TO GENERAL FUND	\$ -	\$ -
65482__ 59999	CONTINGENCY RESERVE-EXPENSE	\$ -	\$ -
		<u>\$ 4,979.00</u>	<u>\$ -</u>



FY2016 Airport Enterprise Update

Operating Revenue and Expenditures As of March 31, 2016

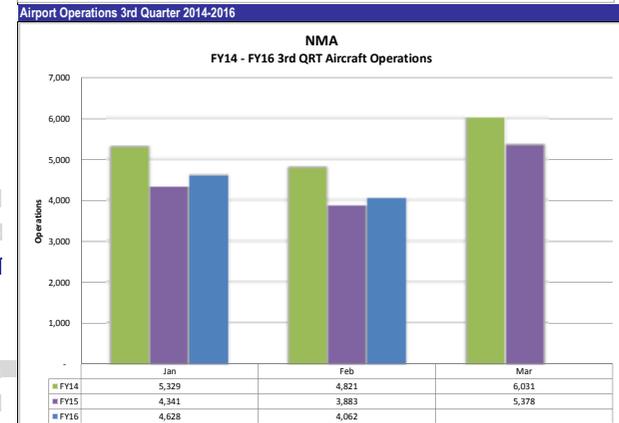
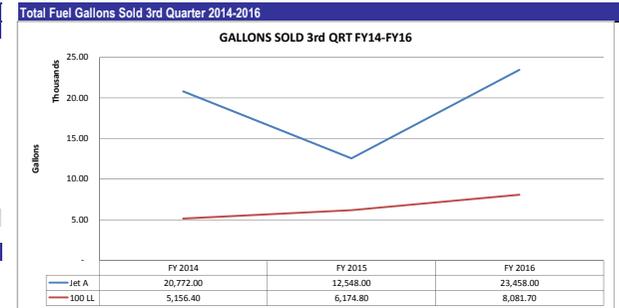
REVENUE	FY2016		FY2015		STATISTICS			
	Budget w/Carryforward	Actual (As of 03/31/16)	LY Actual (As of 03/31/15)	\$ Variance to budget	\$ Variance to LY	% to Budget	% to LY	
Fixed Base Operations (FBO)	\$ 2,181,000	\$ 2,189,256	\$ 1,771,198	\$ 8,256	\$ 418,058	100%	24%	
Revolver: Fuel Sales	\$ 5,300,000	\$ 5,087,377	\$ 5,382,650	\$ (212,623)	\$ (295,273)	96%	-5%	
Jet Fuel Sales in Excess of Revolving Fund	\$ 2,000,000	\$ -	\$ 781,114	\$ (2,000,000)	\$ (781,114)	0%	100%	
Fuel Sales Gas and Diesel	\$ -	\$ 80	\$ 2,768	\$ 80	\$ (2,689)	100%	100%	
Passenger Facility Charge	\$ 647,323	\$ 428,051	\$ 325,382	\$ (219,272)	\$ 102,668	100%	100%	
Rental Income	\$ 1,261,300	\$ 969,353	\$ 1,065,042	\$ (291,947)	\$ (95,689)	77%	-9%	
Fee Income	\$ 1,160,050	\$ 1,007,341	\$ 1,079,549	\$ (152,709)	\$ (72,208)	87%	-7%	
Vehicle Income	\$ 367,650	\$ 243,085	\$ 250,378	\$ (124,565)	\$ (7,293)	66%	-3%	
Interest on Investments	\$ 22,780	\$ 29,594	\$ 17,726	\$ 6,814	\$ 11,868	130%	0%	
Other Income	\$ 229,800	\$ 214,869	\$ 214,196	\$ (14,931)	\$ 673	94%	0%	
Total Revenue*	\$ 13,169,903	\$ 10,169,005	\$ 10,890,004	\$ (3,000,898)	\$ (720,999)	77%	-7%	

OPERATING EXPENDITURES WITHOUT DEBT	FY2016		FY2015		STATISTICS			
	Budget w/Carryforward	Actual (As of 03/31/16)	LY Actual (As of 03/31/15)	\$ Variance to Budget	\$ Variance to LY	% to Budget	% to LY	
Payroll - Salary	\$ 3,055,150	\$ 2,262,127	\$ 2,169,796	\$ (793,023)	\$ 92,331	74%	4%	
Medicare P/R Tax Expense	\$ 44,300	\$ 32,801	\$ 31,397	\$ (11,499)	\$ 1,404	74%	4%	
Medical Insurance	\$ 647,248	\$ 492,001	\$ 427,340	\$ (155,247)	\$ 64,661	76%	15%	
Barnstable County Retirement	\$ 543,185	\$ 543,178	\$ 477,801	\$ (7)	\$ 65,377	100%	14%	
Fixed Based Operations	\$ 700,000	\$ 560,627	\$ 588,384	\$ (144,373)	\$ (27,757)	80%	-5%	
Revolver: Cost of Fuel	\$ 5,300,000	\$ 2,731,865	\$ 3,925,020	\$ (2,568,135)	\$ (1,193,155)	52%	-30%	
Jet Fuel Expense in Excess of Revolving Fund	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%	
Operations	\$ 78,000	\$ 39,487	\$ 59,183	\$ (38,513)	\$ (19,696)	51%	-33%	
Service & Maintenance	\$ 646,935	\$ 290,893	\$ 384,191	\$ (356,042)	\$ (93,299)	45%	-24%	
Administration	\$ 1,156,045	\$ 723,939	\$ 722,461	\$ (432,106)	\$ 1,478	63%	0%	
General Insurance	\$ 225,900	\$ 148,996	\$ 146,447	\$ (76,904)	\$ 2,549	66%	2%	
Indirect Costs	\$ 245,719	\$ 67,500	\$ -	\$ (178,219)	\$ 67,500	27%	0%	
Settlements	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%	
Other	\$ 135,000	\$ -	\$ -	\$ (135,000)	\$ -	0%	0%	
Total Expenditures excluding debt	\$ 12,782,481	\$ 7,893,412	\$ 8,932,020	\$ (4,889,069)	\$ (1,038,607)	62%	-12%	
Surplus (Deficit) of revenue over expenditures excluding debt	\$ 387,422	\$ 2,275,593	\$ 1,957,984	\$ 1,888,171	\$ 317,608	587%	16%	

DEBT SERVICE	FY2016		FY2015		STATISTICS			
	Budget w/Carryforward	Actual (As of 03/31/16)	LY Actual (As of 03/31/15)	\$ Variance to Budget	\$ Variance to LY	% to Budget	% to LY	
Principal	\$ 820,000	\$ 535,000	\$ 540,000	\$ (285,000)	\$ (5,000)	65%	-1%	
Interest	\$ 401,244	\$ 305,517	\$ 312,672	\$ (95,727)	\$ (7,155)	76%	-2%	
Issuance Costs	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%	
BAN Costs, Principal, Interest	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%	
Other	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%	
Total Debt Service	\$ 1,221,244	\$ 840,517	\$ 852,672	\$ (380,727)	\$ (12,155)	69%	-1%	
Total - Surplus (Deficit) of revenue over all operating expenditures*	\$ (833,822)	\$ 1,435,075	\$ 1,105,312	\$ 2,268,898	\$ 329,763	-172%	30%	

OTHER FINANCING SOURCES	FY2016		FY2015		STATISTICS			
	Budget w/Carryforward	Actual (As of 03/31/16)	LY Actual (As of 03/31/15)	\$ Variance to Budget	\$ Variance to LY	% to Budget	% to LY	
General Fund Subsidy	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%	
Transfer from Special Revenue Funds	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%	
Transfer from Insurance Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%	
2015 Encumbrance Carryforward	\$ 4,979	\$ -	\$ -	\$ 4,979	\$ -	0%	0%	
Fuel Revolver Fund Balance Unavailable for Retained Earnings Calculation	\$ -	\$ (2,355,512)	\$ (1,457,630)	\$ 2,355,512	\$ (897,882)	-100%	62%	
Voted Use of Certified Retained Earnings	\$ 828,843	\$ -	\$ -	\$ 828,843	\$ -	0%	0%	
Total Other Financing Source	\$ 833,822	\$ (2,355,512)	\$ (1,457,630)	\$ 3,189,334	\$ (897,882)	-282%	62%	
Surplus (Deficit) of revenue plus other financing sources over expenditures*	\$ (0)	\$ (920,437)	\$ (352,318)	\$ 5,458,231	\$ (568,118)	100%	161%	

BENCHMARKS			
% of Debt to Operating Expense Policy	12%	12%	12%
% of Actual Debt to Operating Expense	9%	8%	8%
Certified Retained Earnings	\$ 2,209,922	\$ -	\$ -
% of Certified Retained Earnings Used for Operations	38%	\$ -	\$ -
% of Certified Retained Earnings Used for One Time or Capital Expenditures	\$ -	\$ -	\$ -



Financial Highlights As of March 31, 2016		
Aviation Fuel Revolving Fund 2015-2016 Comparison		
	FYTD 03/31/16	FYTD 03/31/15
Fuel Sales	\$ 5,087,377	\$ 6,163,764
Fuel Purchases	\$ 2,731,865	\$ 3,925,020
Gross Profit YTD	\$ 2,355,512	\$ 2,238,744
Purchase Cap	\$ 5,300,000	\$ 5,382,650
Less: Purchases	\$ 2,731,865	\$ 3,925,020
Unallocable Portion of Gross Profit	\$ 2,568,135	\$ 1,457,630
Gross Profit YTD allocable to operating budget	\$ (212,623)	\$ 781,114

*Note: Governments operate on a budgetary basis; therefore revenue earned in excess of the certified budget is not available to offset expenditures in the current fiscal year. Excess revenue and expenditure turnbacks must go through the State of Massachusetts retained earnings certification process before they can be appropriated at a subsequent annual and/or special town meeting. Once certified, retained earnings can only be appropriated at an annual and/or special town meeting.

ATCT MODERNIZATION CONSTRUCTION CHANGE ORDERS

Per Policy Adopted 01/12/16

	Change Orders Approved by Manager & Ratified		Pending Change Orders > \$10K
Maron Construction Contract	\$ 2,323,000.00	PCO 002 12/17/2015	\$ 1,555.00 PCO 13 40,780.00 Pending a/o 4/15
Previously Approved Change Orders	\$ 14,512.00	PCO 003 12/17/2015	\$ 6,794.00 PCO 14 Estimated 15,000.00 Pending a/o 4/15
Total Net Change Orders to Ratify	<u>\$ 1,113.00</u>	PCO 004 1/4/2016	\$ (254.00)
		PCO 5 2/1/2016	\$ 1,338.00
New Contract Total	\$ 2,338,625.00	PCO 6 2/1/2016	\$ (1,014.00)
		PCO 7 2/1/2016	\$ 2,908.00
Total new CO > \$10K to Approve	\$ -	CO 9 2/3/2016	\$ 4,256.00
		CO 10 2/18/2016	\$ (1,071.00)
<u>Pending New Contract Total</u>	<u>\$ 2,338,625.00</u>	Previously Approved/Ratified	\$ 14,512.00
		New Change Orders since 3/9/16	
		PCO 12 3/9/2016	1,113.00 Pending a/o 4/15
		Total new Change Orders to Ratify \$ 1,113.00	
		Total Approved & Pending < \$10K	15,625.00
		<u>Total Pending > \$10K \$55,780.00</u>	



MARON CONSTRUCTION CO., INC.

180 BUTTONHOLE DRIVE • PROVIDENCE, RI 02909 • P.O. BOX 6726 • PROVIDENCE, RI 02940 • PHONE: (401)272-4930 • FAX: (401)751-7192
www.maronconstruction.com • EMAIL: tmaron@mccri.com

March 9, 2016

Nantucket Memorial Airport
14 Airport Road
Nantucket, MA 02554
Attn: Thomas Rafter/Janine Torres

**Re: Nantucket Airport- ATC Tower Modernization
Contract ACK-ATCT2015
Nantucket, MA**

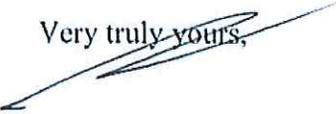
PCO 0012

Greetings:

The following cost is provided for work associated with the supply of the additional circuit breaker to feed panel PP1:

Brite Lite	\$958.00 (see enclosed)
GC OH & profit	\$144.00
Bond	<u>\$11.00</u>
Total add	\$1,113.00

Very truly yours,


David Maron

Cc: David Coppola, Jacobs



AN EQUAL OPPORTUNITY EMPLOYER

BRITE-LITE ELECTRICAL CO. INC

11 Front Street
Weymouth, MA 02188
Tel: 781-340-8102
Fax: 781-340-1674

Maron Construction Co., Inc.
180 Buttonhole Drive
P.O. Box 6726
Providence R.I. 02940
Attn: Dave P. Cappola, PM

07-Mar-16

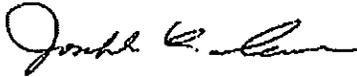
Re: Modernization of the Air Traffic Control Tower, nantucket Airport

Change Proposal 'C'

Supply additional circuit breaker to feed panel PP1 from panel EDPL as directed.

Material Breakdown: (see attach)	\$653.75
Labor Breakdown: 2.0 man Hr. @\$57.77/Hr.	\$115.54
30% of labor only: F.I.C.A.; Gen. Liability, Workman's Comp.;etc.	\$34.66
20% Overhead, Profit on Material & Labor only	\$153.86
Estimating Cost: 0.0 man Hr. @\$75.00/Hr.	\$0.00
	Subtotal
	\$957.81
Additional Bond Premiums @ 0.0170%	\$0.16
Total Change Proposal ADD	\$957.97

Sincerely,



Joseph K. Curran (President)

Approved & Accepted By: _____

Date: _____



392 UNIVERSITY AVE
 WESTWOOD MA 02090-2311
 Phone: 617-406-5060
 Fax: 617-406-5199

To: BRITE LITE ELECTRICAL CO
 11 FRONT ST
 WEYMOUTH MA 02188-1629
 Attn: JOE CURRAN
 Phone: 781-340-9102
 Fax: 617-786-9833
 Email: BETH.DYER@GRAYBAR.COM

Date: 03/04/2016
 Proj Name: NANTUCKET AIRPORT
 GB Project Qte#: 0224643729
 Valid From: 03/04/2016
 Valid To: 04/03/2016
 Contact: Beth Dyer
 Email: beth.dyer@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure In Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	1 EA	SQUARE D CO.	FH36050		\$653.75	1	\$653.75

Total In USD (Tax not Included): \$653.75

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7468 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: BRITE LITE ELECTRICAL CO
 11 FRONT ST
 WEYMOUTH MA 02188-1629
 Attn: JOE CURRAN

Date: 03/04/2016
 Proj Name: NANTUCKET AIRPORT
 GB Project Qte#: 0224643729

Proposal

We Appreciate Your Request and Take Pleasure In Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
------	----------	----------	-------------	-------------	-------	------	-----------

**GRAYBAR ELECTRIC COMPANY, INC.
 TERMS AND CONDITIONS OF SALE**

1. **ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's supplier. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
2. **PRICES AND SHIPMENTS** - Unless otherwise quoted, prices shall be Gross in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.
3. **RETURN OF GOODS - Credit** may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.
4. **TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. **DELAY IN DELIVERY** - Graybar is not to be responsible for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
6. **LIMITED WARRANTIES** - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. **GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR DISCLAIMERS AS TO THE MERCHANTABILITY OF ANY GOODS SOLD HEREUNDER. BUYER'S SOLE REMEDY FOR DEFECTIVE GOODS IS TO RETURN THEM TO THE MANUFACTURER OR TO THE SUPPLIER. NO OTHER WARRANTIES OR DISCLAIMERS ARE APPLIED TO ANY GOODS SOLD BY GRAYBAR. PRODUCTS SOLD HEREUNDER ARE NOT TO BE USED IN CONNECTION WITH (U) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A HAZARDOUS MATERIAL OR IN A HEALTH CARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.**
7. **LIMITATION OF LIABILITY** - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
8. **WAIVER** - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
9. **MODIFICATION OF TERMS AND CONDITIONS** - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, reservation, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
10. **REELS** - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. **CERTIFICATION** - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 12266, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans Readjustment Assistance Act of 1974, as amended, E.O. 12466, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.3, and 60-250.5 are incorporated herein by reference, to the extent legally required.
12. **FORN CORRUPT PRACTICES ACT** - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§ 78ff-78ff-6), (ii) the laws and regulations of the place of performance, and (iii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
13. **ASSIGNMENT** - Buyer shall not assign its rights or delegate its duties hereunder or any interests herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
14. **GENERAL PROVISIONS** - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable in contrast to be enforced and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
15. **PAYMENT TERMS** - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
16. **EXPORTING** - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries (or which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed: _____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
 Unless noted the estimated ship date will be determined at the time of order placement.



MARON CONSTRUCTION CO., INC.

180 BUTTONHOLE DRIVE • PROVIDENCE, RI 02909 • P.O. BOX 6726 • PROVIDENCE, RI 02940 • PHONE: (401)272-4930 • FAX: (401)751-7192
www.maronconstruction.com • EMAIL: tmaron@mccli.com

March 9, 2016

Nantucket Memorial Airport
14 Airport Road
Nantucket, MA 02554
Attn: Thomas Rafter/Janine Torres

**Re: Nantucket Airport- ATC Tower Modernization
Contract ACK-ATCT2015
Nantucket, MA**

PCO 0013

Greetings:

The following cost is provided for the added overhead necessary as a result of the delay not caused by Maron Construction. The original date is March 15, 2016 completion; the new date is May 14, 2016. This equates to 42 work days of delay. Therefore:

Material/equipment	
Comcast- \$206.97/month x 2 months	\$413.94
Rental house- \$3255 x 2 months	\$6,510.00
Trailer rental- \$315.59 x 2 trailers x 2 months	\$1,262.31
Dumpster- \$627.00 x 2 months	\$1,254.00
Connex box- \$250.00 x 2 months	<u>\$500.00</u>
Total	\$9,940.25

Need Backup

Labor-	
Site super- 42 days x \$70.00/hr x 8 hrs	\$23,520.00
Per diem -42 days x \$25.00	\$1,050.00
Transportation- \$75.00 x 8	<u>\$600.00</u>
Total	\$25,170.00

Subtotal- Material, labor equipment \$35,110.25

GC OH & profit	\$5,266.53
Bond	<u>\$403.28</u>
Total add	\$40,780.00

Very truly yours,

Thomas Maron

Cc: David Coppola, Jacobs



AN EQUAL OPPORTUNITY EMPLOYER



Account Number	8773 10 275 0328116
Billing Date	02/01/16
Total Amount Due	\$206.97
Payment Due By	02/15/16

Page 1 of 4

Contact us: @ www.business.comcast.com 1-800-391-3000

Maron Construction

For service at:
 14 AIRPORT RD
 BLDG TRAILER 1 OFFICE
 NANTUCKET MA 02554-7007

News from Comcast

Comcast Business Online Account: Service at your fingertips. Use your Online account to manage services, pay your bill, and shop business-grade apps. Simply go to business.comcast.com/myaccount to register.

Go paperless with Ecobill. Sign up to view and pay your Comcast Business bill online at business.comcast.com/myaccount

Monthly Statement Summary

Previous Balance	206.97
Payment - 01/15/16 - Thank You	-206.97
New Charges - see below	206.97
Total Amount Due	\$206.97
Payment Due By	02/15/16

New Charges Summary

Comcast High-Speed Internet	99.95
Comcast Digital Voice	94.85
Other Charges & Credits	3.52
Taxes, Surcharges & Fees	8.65
Total New Charges	\$206.97

Thank you for being a valued Comcast customer!

SUN ISLAND STORAGE
P.O. BOX 2240
NANTUCKET, MA 02584

Statement

DATE

12/25/2015

TO:

MARON CONSTRUCTION,
180 BUTTONHOLE DRIVE
PROVIDENCE, RI 02909

✓
5 SW - | CT @ Nan Airport
5 SW | CT @ Brant Point

AMOUNT DUE	AMOUNT ENC.
\$1,000.00	

DATE	TRANSACTION	AMOUNT	BALANCE
12/03/2015	Balance forward		750.00
12/09/2015	INV #9437	250.00	1,000.00

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
0.00	500.00	500.00	0.00	0.00	\$1,000.00

INVOICE



An ALGECO SCOTSMAN Company

Questions regarding your account should be directed to:
 Williams Scotsman
 79 River Road
 Uxbridge, MA 01569-2246
 888-378-9084

Invoice Date:	12/29/2015	Unit Location
Invoice #:	98707435	MARON CONSTRUCTION CO INC 141 School St Steamship Authority HYANNIS, MA 02601
Due Date:	Upon Receipt	
Customer #:	3086137	Purchasing Agent
	584235	Dave Cappola

www.willscot.com

Federal ID NO. 52-0665775 The buyer agrees to pay all applicable state and municipal taxes on this transaction.

UNIT NO.	BILLING TERMS	DESCRIPTION	AMOUNT
When paying multiple invoices, please enclose all remittance forms or a list of all dollar amounts paid on each invoice number to assure accurate timely application of payment. Billing questions may be emailed to: customerassistance@as.willscot.com			
CBC-04531	12/29/15 THRU 01/28/16	32X8 MOBILE OFFICE (28X8 BOX)	\$206.00
		STEP RENTAL 2@\$35	\$70.00
		MA PROPERTY TAX RECOVERY	\$0.51
		PAPER INVOICING FEE	\$10.00
		PAPER CHECK FEE	\$10.00
		CHECK 24827	
		SALES TAX	\$18.53
		CURRENT INVOICE AMOUNT DUE:	\$315.04



Sign up for email billing!
 Your invoices are sent once a day as an exact replica of your paper bills.
 Contact CustomerAssistance@willscot.com and get setup today.

TO VIEW AND PAY ONLINE GO TO:	http://willscot.billtrust.com	USE THIS ENROLLMENT TOKEN:	PRS PFB GKK
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0001:0001

Late fee of 1 1/2% per month on all past due accounts. A \$30.00 fee will be charged for any returned checks.

INVOICE



An ALGECO SCOTSMAN Company

www.willscot.com

Questions regarding your account should be directed to:
 Williams Scotsman
 79 River Road
 Uxbridge, MA 01569-2246
 888-378-9084

Invoice Date:	01/02/2016	Unit Location
Invoice #:	98715482	MARON CONSTRUCTION CO INC 141 School St Steamship Authority HYANNIS, MA 02801
Due Date:	Upon Receipt	
Customer #:	3086137	Purchasing Agent
	584235	Dave Cappola

Federal ID NO. 52-0665775 The buyer agrees to pay all applicable state and municipal taxes on this transaction

UNIT NO.	BILLING TERMS	DESCRIPTION	AMOUNT
When paying multiple invoices, please enclose all remittance forms or a list of all dollar amounts paid on each invoice number to assure accurate timely application of payment. Billing questions may be emailed to: customerassistance@as.willscot.com			
KCB-25633	01/02/16 THRU 02/01/16	32X8 MOBILE OFFICE (28X8 BOX)	\$206.00
		STEP RENTAL 2@\$35	\$70.00
		MA PROPERTY TAX RECOVERY	\$1.03
		PAPER INVOICING FEE	\$10.00
		PAPER CHECK FEE	\$10.00
		CHECK 24877	
		SALES TAX	\$18.56
		CURRENT INVOICE AMOUNT DUE:	\$315.59



Sign up for email billing!
 Your invoices are sent once a day as an exact replica of your paper bills.
 Contact CustomerAssistance@willscot.com and get setup today.

TO VIEW AND PAY ONLINE GO TO: <http://willscot.billtrust.com> USE THIS ENROLLMENT TOKEN: PRS PFB GKK

0001:0001

Late fee of 1 1/2% per month on all past due accounts. A \$30.00 fee will be charged for any returned checks.



Nantucket Memorial Airport

Monthly Statistical Report

(February 2016)



Nantucket Memorial Airport

Operations FY2015 vs. FY2016

			CY 2015						CY 2016						
			JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
FY 2016	ITINERANT	Air Carrier	280	310	162	56	0	0	1	0					809
		Air Taxi	11,164	10,138	7,886	6,157	4,360	3,461	3,025	2,444					48,635
		General Aviation	6,157	5,941	3,970	2,607	2,036	1,685	1,556	1,527					25,479
		Military	99	29	69	45	64	257	40	65					668
		TOTAL	Intinerant	17,700	16,418	12,087	8,865	6,460	5,403	4,622	4,036				
LOCAL		Civil	22	5	30	32	5	16	6	8				124	
		Military	13	0	0	12	0	0	0	18				43	
	TOTAL	Local	35	5	30	44	5	16	6	26				167	
	TOTAL	Operations	17,735	16,423	12,117	8,909	6,465	5,419	4,628	4,062					75,758
			% Change	5.53%	-5.99%	6.88%	5.27%	3.01%	-21.02%	6.61%	4.61%				

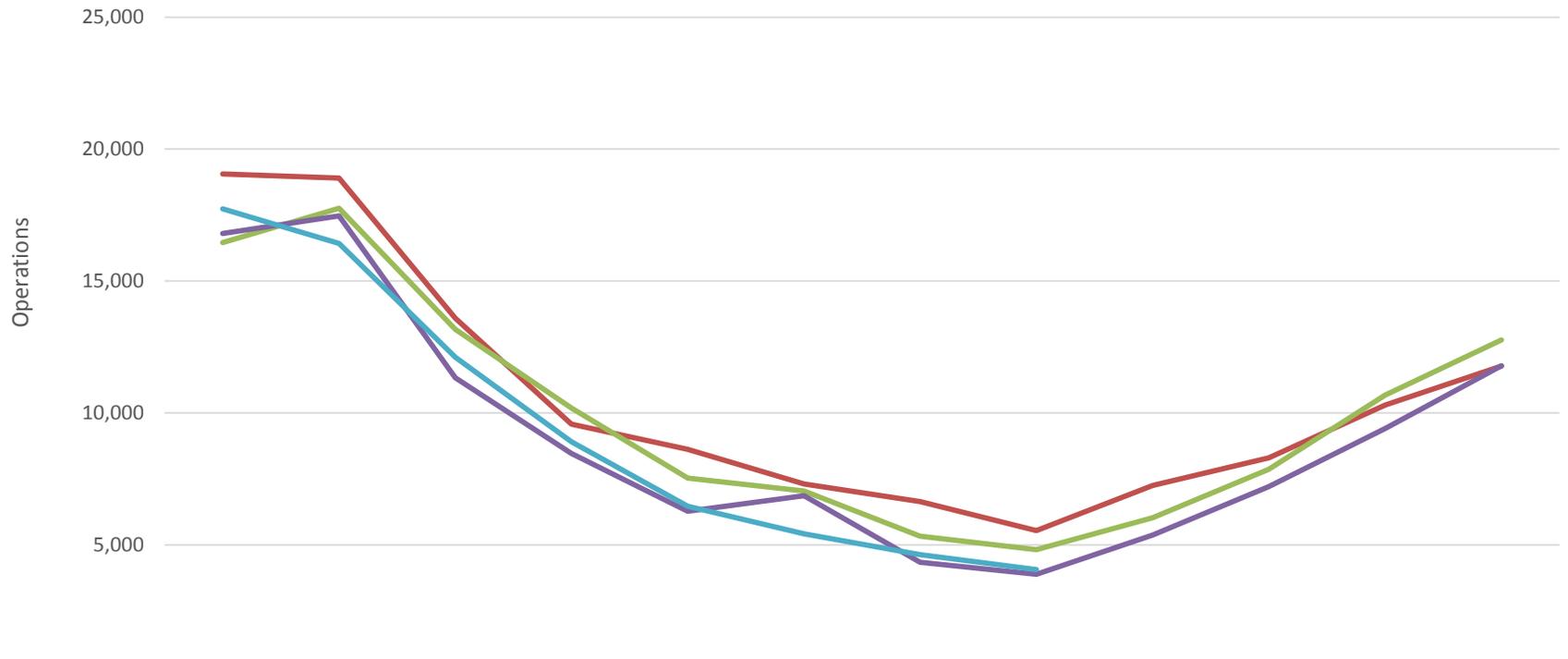
February 2015 vs. February 2016 UP 4.61%
YTD UP 0.43%

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL	% Change
Operations FY2012	17,069	16,571	11,730	9,580	7,892	8,238	6,966	6,103	84,149	
Operations FY2013	19,062	18,899	13,589	9,581	8,624	7,309	6,645	5,546	89,255	6.07%
Operations FY2014	16,459	17,761	13,170	10,184	7,532	7,040	5,329	4,821	82,296	-7.80%
Operations FY2015	16,805	17,470	11,337	8,463	6,276	6,861	4,341	3,883	75,436	-8.34%
Operations FY2016	17,735	16,423	12,117	8,909	6,465	5,419	4,628	4,062	75,758	0.43%



Nantucket Memorial Airport

Operations FY 2013-2016



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Operations FY2013	19,062	18,899	13,589	9,581	8,624	7,309	6,645	5,546	7,257	8,305	10,302	11,779
Operations FY2014	16,459	17,761	13,170	10,184	7,532	7,040	5,329	4,821	6,031	7,870	10,675	12,767
Operations FY2015	16,805	17,470	11,337	8,463	6,276	6,861	4,341	3,883	5,378	7,209	9,416	11,786
Operations FY2016	17,735	16,423	12,117	8,909	6,465	5,419	4,628	4,062				



Nantucket Memorial Airport

Passenger Enplanements FY2015 vs. FY2016

FY2016

AIRLINE	CY 2015						CY 2016						TOTAL
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	
Cape Air (KAP)	7,229	8,182	6,178	3,366	1,776	1,536	1,330	1,182					30,779
United Airlines	2,093	1,686	0	0	0	0	0	0	0	0	0		3,779
Delta Airlines	2,193	2,696	0	0	0	0	0	0	0	0	0		4,889
Island Air (ISA)	4,972	4,803	4,269	4,272	3,252	0	0	0	0	0	0	0	21,568
JetBlue Airways	10,030	11,536	6,175	2,062	0	0	0	0	0	0			29,803
Nantucket Air (ACK)	1,580	1,540	1,275	1,347	868	1,054	1,423	1,093					10,180
Tradewind Aviation	1,218	1,387	666	199	111	162	13	12					3,768
US Airways	1,935	1,422	259	0	0	0	0	0	0	0	0		3,616
Monthly Total	31,250	33,252	18,822	11,246	6,007	2,752	2,766	2,287					108,382
% Change Prior Year	-3.21%	-6.34%	-2.21%	-2.72%	-10.21%	-61.52%	-34.66%	-49.58%					

February 2015 vs. February 2016 Down -49.58%
YTD Down -10.58%

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL	% Change
Enplanements FY 2012	31,199	31,788	18,774	12,012	9,029	8,752	6,729	7,047	125,330	
Enplanements FY 2013	31,484	32,852	19,449	12,130	8,476	8,647	6,183	5,893	125,114	-0.17%
Enplanements FY 2014	32,009	35,758	20,330	12,665	7,717	7,534	4,728	4,506	125,247	0.11%
Enplanements FY 2015	32,285	35,503	19,247	11,561	6,690	7,152	4,233	4,536	121,207	-3.23%
Enplanements FY 2016	31,250	33,252	18,822	11,246	6,007	2,752	2,766	2,287	108,382	-10.58%



Nantucket Memorial Airport

Operations and Enplanements February FY2015 vs. FY2016

AIRLINE	OPERATIONS			ENPLANEMENTS		
	FY15 February	FY16 February	% Diff.	FY15 February	FY16 February	% Diff.
Cape Air (KAP)	203	255	26%	895	1,093	22%
Piedmont/United	Closed	Closed	0%	Closed	Closed	0%
Continental Connection (Comut air)	Closed	Closed	0%	Closed	Closed	0%
Delta Express (Freedom Air)	Closed	Closed	0%	Closed	Closed	0%
Delta Airlines	Closed	Closed	0%	Closed	Closed	0%
Island Air (ISA)	347	0	-100%	2473	0	-100%
JetBlue Airways	Closed	Closed	0%	Closed	Closed	0%
Nantucket Air (ACK)	261	211	-19%	1,157	1,182	2%
Tradewind Aviation	7	12	71%	10	12	20%
USAirways (Air Wisconsin - AWI)	Closed	Closed	0%	Closed	Closed	0%
Monthly Total	818	478	-42%	4,535	2,287	-50%



Nantucket Memorial Airport

Cape Air Average Load Factors for ACK-BOS

Nantucket Memorial Airport Total Passenger Enplanements CAPE AIR 9 Seats (BOSTON)								
		2016					2015	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	872	196	4.45	9	49%	21%	723	
February	815	173	4.71	9	52%	15%	707	



Nantucket Memorial Airport

Cape Air Average Load Factors for ACK-EWB

Nantucket Memorial Airport Total Passenger Enplanements CAPE AIR 9 Seats (EWB)								
		2016					2015	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	270	60	4.50	9	50%	137%	114	
February	186	47	3.96	9	44%	69%	110	



Nantucket Memorial Airport

Cape Air and ACK Air Average Load Factors for ACK-HYA

Nantucket Memorial Airport Total Passenger Enplanements CAPE AIR 9 Seats (HYA)								
		2016					2015	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	105	20	5.25	9	58%	775%	12	
February	26	11	2.36	9	26%	18%	22	

Nantucket Memorial Airport Total Passenger Enplanements ACK AIR 9 Seats (HYA)								
		2016					2015	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	1423	242	5.88	9	65%	42%	1004	
February	1182	211	5.60	9	62%	2%	1157	



Nantucket Memorial Airport

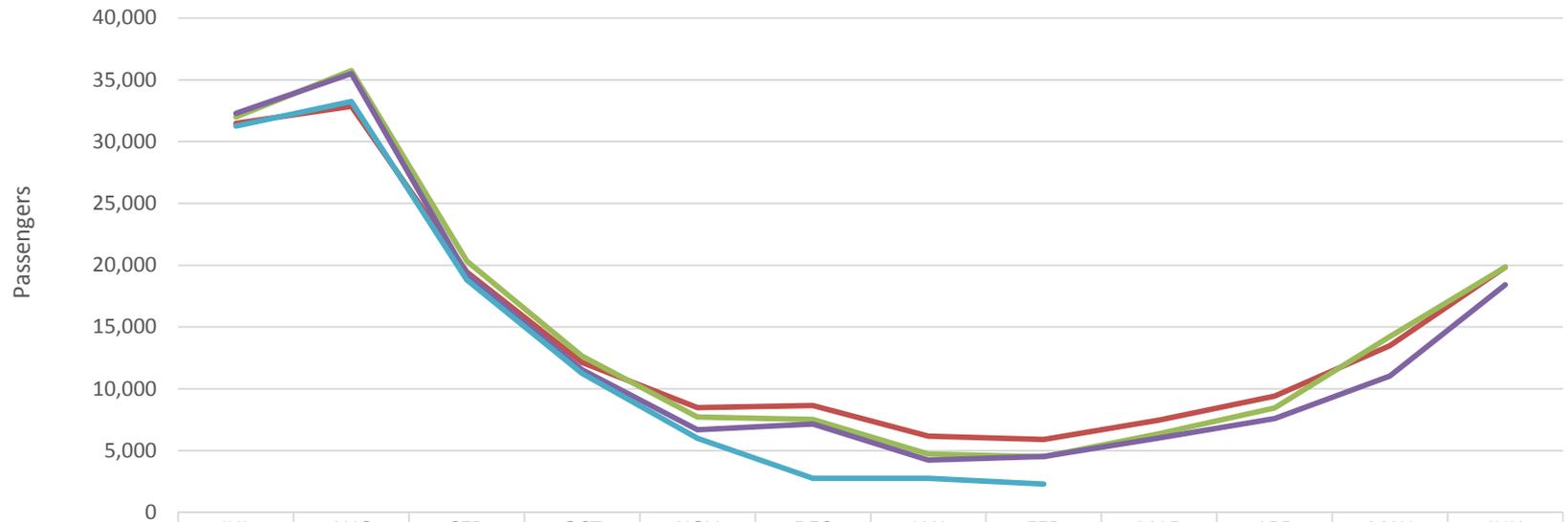
Cape Air Average Load Factors for ACK-MVY

Nantucket Memorial Airport Total Passenger Enplanements CAPE AIR 9 Seats (MVY)								
		2016					2015	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	83	29	2.86	9	32%	32%	63	
February	66	24	2.75	9	31%	18%	56	



Nantucket Memorial Airport

Passenger Enplanements



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Enplanements FY 2013	31,484	32,852	19,449	12,130	8,476	8,647	6,183	5,893	7,481	9,407	13,479	19,847
Enplanements FY 2014	32,009	35,758	20,330	12,665	7,717	7,534	4,728	4,506	6,358	8,453	14,230	19,841
Enplanements FY 2015	32,285	35,503	19,247	11,561	6,690	7,152	4,233	4,536	6,026	7,607	11,039	18,411
Enplanements FY 2016	31,250	33,252	18,822	11,246	6,007	2,752	2,766	2,287				



Nantucket Memorial Airport

Jet A Gallons Sold FY2011 vs. FY2016

	<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>Total</u>
FY11	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	1,127,270.00
FY12	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	1,217,635.00
FY13	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	1,164,958.00
FY14	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	1,194,978.00
FY15	345,249.00	355,563.00	126,097.00	50,498.00	27,809.00	26,861.00	3,942.00	3,647.00	4,959.00	16,853.00	60,759.00	185,124.00	1,207,361.00
FY16	390,746.00	338,874.00	148,694.00	50,854.00	17,610.00	23,635.00	6,024.00	9,169.00					985,606.00
	13.18%	-4.69%	17.92%	0.70%	-36.68%	-12.01%	52.82%	151%					

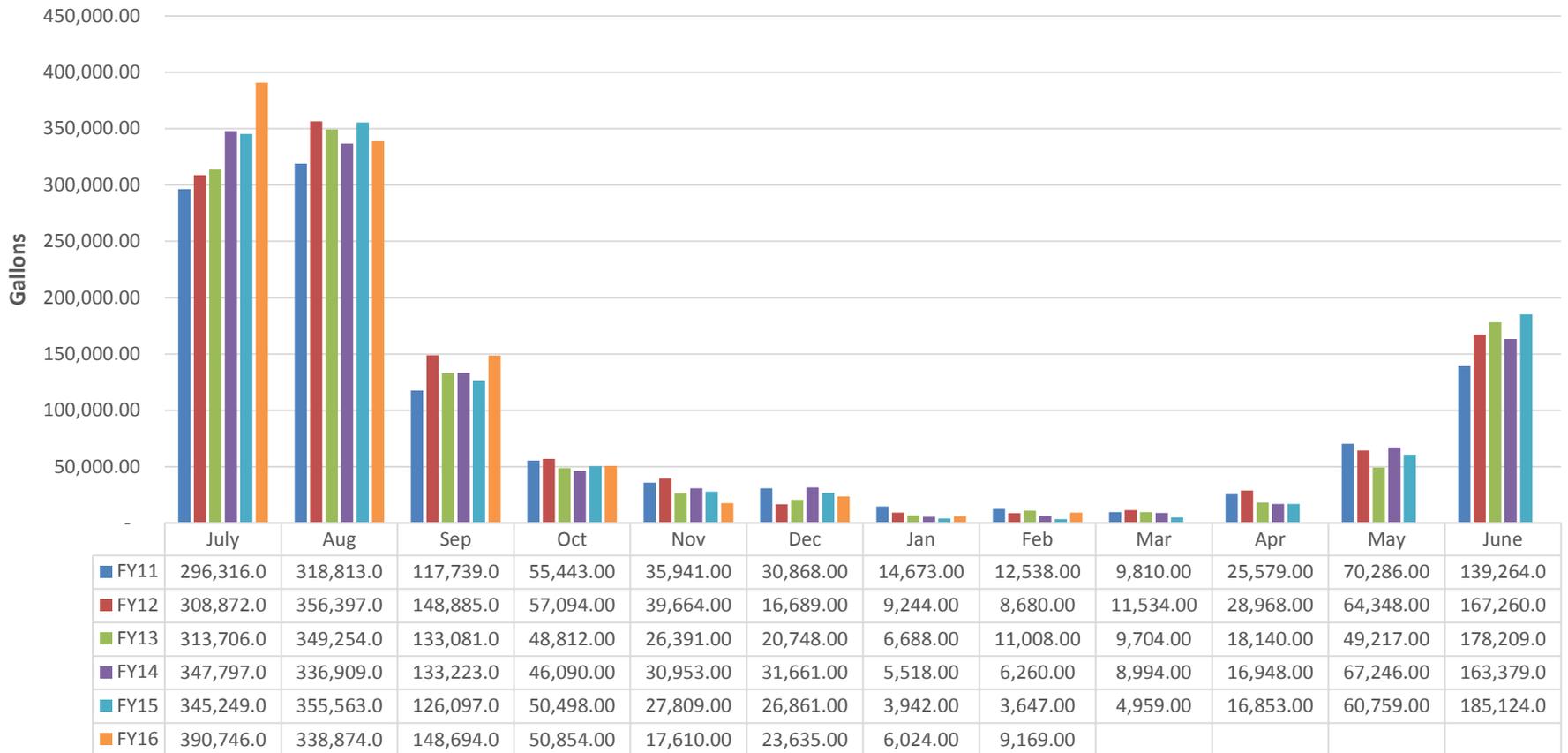
**February 2015 vs. February 2016 UP 151. %
YTD Up 4.89%**

	<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>YTD Total</u>	<u>% Change</u>
2011 Jet A	296,316.00	318,813.00	117,739.00	55,443.00	35,941.00	30,868.00	14,673.00	12,538.00	882,331.00	
2012 Jet A	308,872.00	356,397.00	148,885.00	57,094.00	39,664.00	16,689.00	9,244.00	8,680.00	945,525.00	7.16%
2013 Jet A	313,706.00	349,254.00	133,081.00	48,812.00	26,391.00	20,748.00	6,688.00	11,008.00	909,688.00	-3.79%
2014 Jet A	347,797.00	336,909.00	133,223.00	46,090.00	30,953.00	31,661.00	5,518.00	6,260.00	938,411.00	3.16%
2015 Jet A	345,249.00	355,563.00	126,097.00	50,498.00	27,809.00	26,861.00	3,942.00	3,647.00	939,666.00	0.13%
2016 Jet A	390,746.00	338,874.00	148,694.00	50,854.00	17,610.00	23,635.00	6,024.00	9,169.00	985,606.00	4.89%



Nantucket Memorial Airport

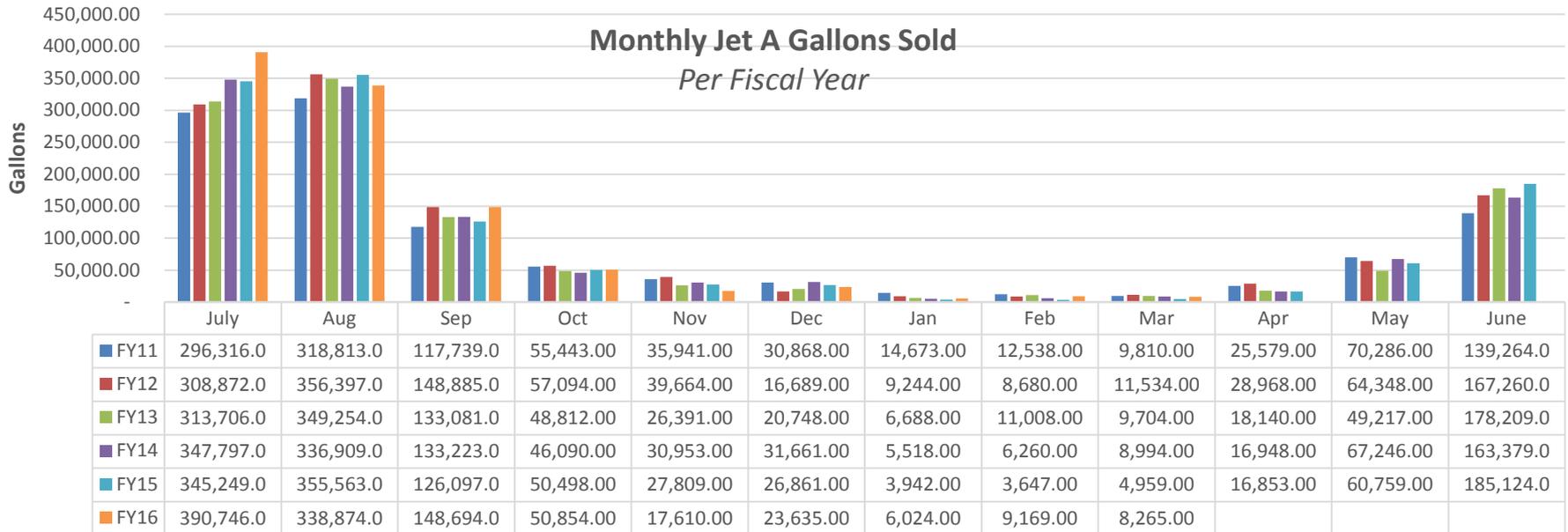
Monthly Jet A Gallons Sold
Per Fiscal Year





March vs. March UP 66.67%

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
FY11	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	1,127,270.00
FY12	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	1,217,635.00
FY13	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	1,164,958.00
FY14	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	1,194,978.00
FY15	345,249.00	355,563.00	126,097.00	50,498.00	27,809.00	26,861.00	3,942.00	3,647.00	4,959.00	16,853.00	60,759.00	185,124.00	1,207,361.00
FY16	390,746.00	338,874.00	148,694.00	50,854.00	17,610.00	23,635.00	6,024.00	9,169.00	8,265.00				993,871.00
	13.18%	-4.69%	17.92%	0.70%	-36.68%	-12.01%	52.82%	151.41%	66.67%				





Nantucket Memorial Airport

AvGas Gallons Sold FY2011 vs. FY2016

	<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>Total</u>
FY 2011	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	123,048.60
FY 2012	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	137,236.40
FY 2013	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	116,007.10
FY 2014	23,475.10	29,626.50	13,996.70	6,999.00	3,869.60	4,579.80	1,974.10	1,346.00	1,836.00	3,616.00	8,465.30	15,239.30	115,023.40
FY 2015	23,806.00	24,958.50	11,454.10	8,228.10	4,642.20	4,294.60	1,768.30	2,082.70	2,323.80	4,130.00	10,028.50	10,028.50	107,745.30
FY 2016	23,067.00	25,091.20	15,027.90	8,579.40	5,301.30	4,658.10	2,714.00	2,096.30					86,535.20
	-3.1%	0.53%	31.2%	4.27%	14.20%	8.46%	53.48%	0.65%					

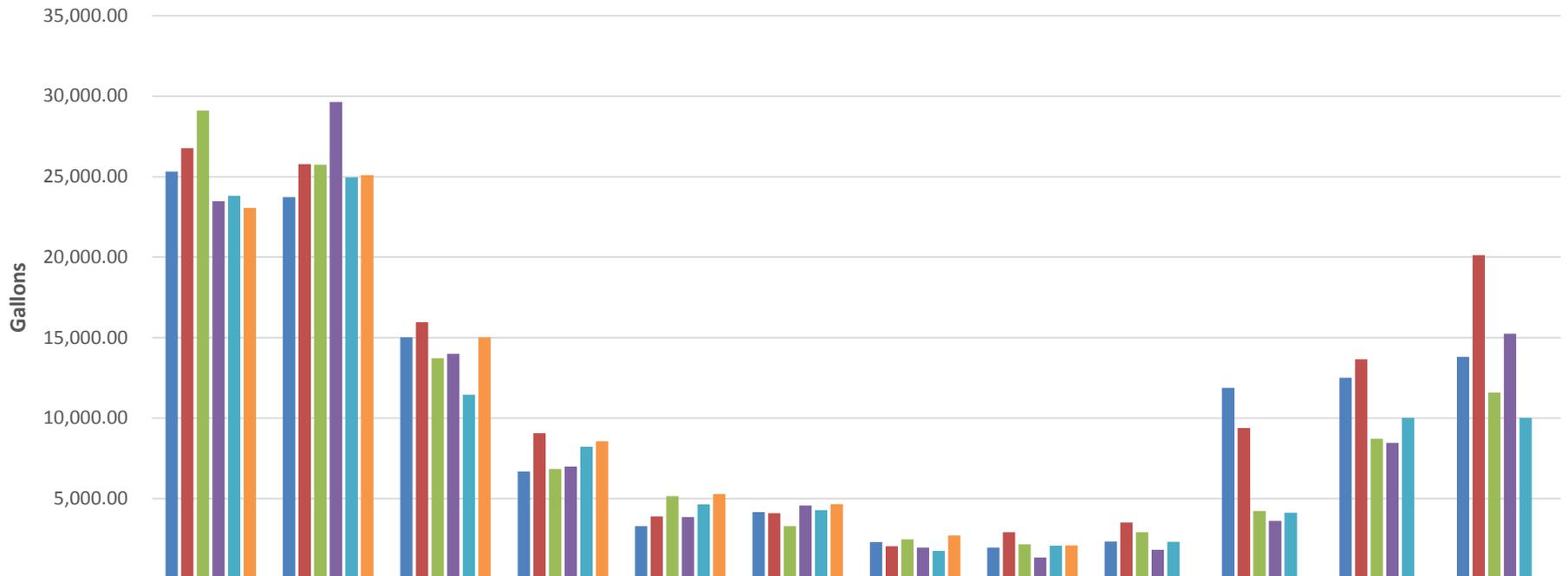
February 2015 vs. February 2016 UP 0.65%
YTD Up 6.53%

	<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>YTD Total</u>	<u>% Change</u>
2011 AvGas	25,308.30	23,727.70	15,022.70	6,695.60	3,300.00	4,161.50	2,306.00	1,976.00	82,497.80	
2012 AvGas	26,769.50	25,777.50	15,956.90	9,067.30	3,897.00	4,094.00	2,054.20	2,917.30	90,533.70	9.74%
2013 AvGas	29,107.10	25,742.30	13,727.90	6,840.90	5,152.10	3,295.70	2,477.90	2,176.10	88,520.00	-2.22%
2014 AvGas	23,475.10	29,626.50	13,996.70	6,999.00	3,869.60	4,579.80	1,974.10	1,346.00	85,866.80	-3.00%
2015 AvGas	23,806.00	24,958.50	11,454.10	8,228.10	4,642.20	4,294.60	1,768.30	2,082.70	81,234.50	-5.39%
2016 AvGas	23,067.20	25,091.20	15,027.90	8,579.40	5,301.30	4,658.10	2,714.00	2,096.30	86,535.40	6.53%



Nantucket Memorial Airport

Monthly 100LL Gallons Sold
Per Fiscal Year



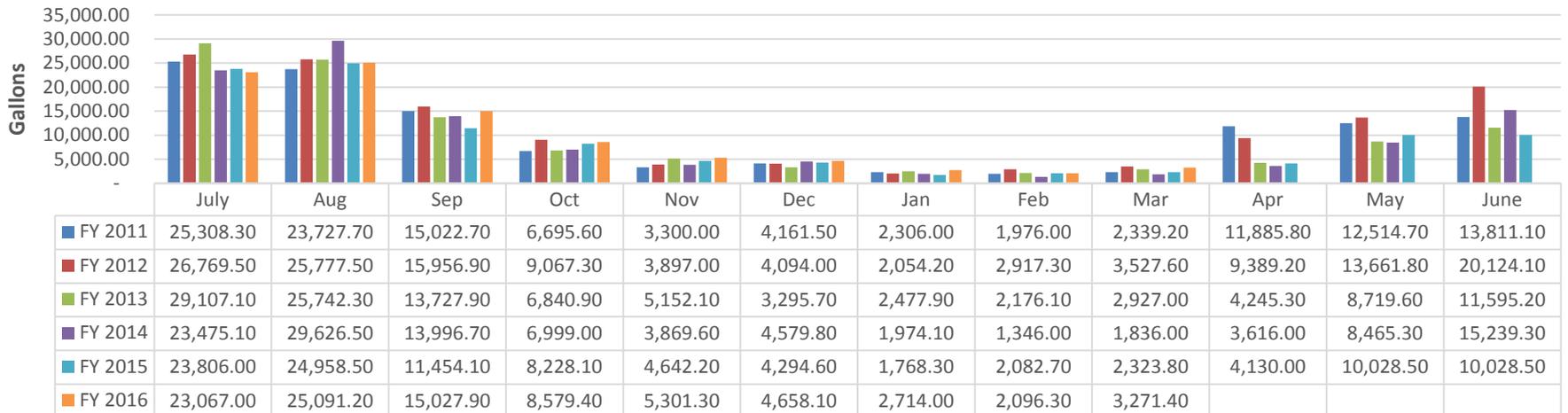
	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 2011	25,308.30	23,727.70	15,022.70	6,695.60	3,300.00	4,161.50	2,306.00	1,976.00	2,339.20	11,885.80	12,514.70	13,811.10
FY 2012	26,769.50	25,777.50	15,956.90	9,067.30	3,897.00	4,094.00	2,054.20	2,917.30	3,527.60	9,389.20	13,661.80	20,124.10
FY 2013	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
FY 2014	23,475.10	29,626.50	13,996.70	6,999.00	3,869.60	4,579.80	1,974.10	1,346.00	1,836.00	3,616.00	8,465.30	15,239.30
FY 2015	23,806.00	24,958.50	11,454.10	8,228.10	4,642.20	4,294.60	1,768.30	2,082.70	2,323.80	4,130.00	10,028.50	10,028.50
FY 2016	23,067.00	25,091.20	15,027.90	8,579.40	5,301.30	4,658.10	2,714.00	2,096.30				



March vs. March UP 40.78%

	<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>Total</u>
FY 2011	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	123,048.60
FY 2012	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	137,236.40
FY 2013	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	116,007.10
FY 2014	23,475.10	29,626.50	13,996.70	6,999.00	3,869.60	4,579.80	1,974.10	1,346.00	1,836.00	3,616.00	8,465.30	15,239.30	115,023.40
FY 2015	23,806.00	24,958.50	11,454.10	8,228.10	4,642.20	4,294.60	1,768.30	2,082.70	2,323.80	4,130.00	10,028.50	10,028.50	107,745.30
FY 2016	23,067.00	25,091.20	15,027.90	8,579.40	5,301.30	4,658.10	2,714.00	2,096.30	3,271.40				89,806.60
	-3.1%	0.53%	31.2%	4.27%	14.20%	8.46%	53.48%	0.65%	40.78%				

Monthly 100LL Gallons Sold
Per Fiscal Year





Nantucket Memorial Airport

- FY 2016 monthly freight -

2016

AIRLINE	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Cape Air (KAP)							36,690	34,779				
Island Air (ISA)	closed	closed	closed	closed	closed	closed						
Wiggins-FedEx							27,214	25,306				
Wiggins-UPS							5,623	1,953				
Monthly Total							69,527	62,038				
% Change Prior Year							-30.45%	-38.01%				

February 2015 vs. February 2016 Down - 38.01%
YTD Down - 10.11%

Freight	July	Aug	Sep	Oct	NOV	DEC	JAN	FEB	Total	% Change
FY 2011	346,413.00	326,203.00	214,369.00	159,724.00	130,603.00	161,466.00	112,495.00	103,304.00	1,554,577.00	
FY 2012	318,119.00	240,682.00	170,392.00	152,629.00	161,493.00	161,511.00	127,359.00	117,287.00	1,449,472.00	-6.76%
FY 2013	333,381.00	347,503.00	219,192.00	173,335.00	168,204.00	177,381.00	140,018.00	121,076.00	1,680,090.00	15.91%
FY 2014	307,645.00	311,070.00	197,415.00	170,008.00	150,133.00	163,458.00	115,746.00	100,655.00	1,516,130.00	-9.76%
FY 2015	340,810.00	296,751.00	193,221.00	157,439.00	131,262.00	143,100.00	99,971.00	100,078.00	1,462,632.00	-3.53%
FY 2016	336,625.00	278,904.00	201,486.00	157,429.00	115,875.00	92,853.00	69,527.00	62,038.00	1,314,737.00	-10.11%



Nantucket Memorial Airport

March 2016 Noise Complaints

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total	% Change
FY 2011 Calls	21	25	6	9	3	4	1	1	1	0	3	8	82	
FY 2012 Calls	23	28	13	1	2	4	6	4	1	3	16	22	123	50.00%
FY 2013 Calls	96	7	6	5	4	2	2	4	2	11	25	25	189	53.66%
FY 2014 Calls	28	12	8	2	4	0	1	0	1	0	33	44	133	-29.63%
FY 2015 Calls	47	61	46	12	3	4	0	2	3	3	9	19	209	57.14%
FY 2016 Calls	72	55	14	1	2	11	0	1	2				158	



March Noise Complaint Summary:

March 2016 – 2 Noise Complaints

- 1 complaint was received for a flight out of corridor, operating IFR.
- 1 complaint was received for aircraft operating within established noise abatement corridor.

Follow-up was provide to both residents.