

NANTUCKET MEMORIAL AIRPORT COMMISSION

July 12, 2016

Agenda

1. Announcements
 - a. This Meeting is Being Both Audio & Video Recorded
2. Review and Approve:
 - a. Agenda
 - b. 4/2-4/5/16 Draft ATM Minutes – **Pending**
 - c. Executive Session Minutes of 8/28/12, 9/18/12, 12/4/12, 12/11/12, 2/26/13, 10/22/13, 6/9/15, 12/22/15, and 3/9/16
 - d. 6/10/16 Draft Minutes
 - e. Ratify 6/15/16, 6/22/16 and 6/30/16 Warrants
3. Public Comment
4. Election of Officers
5. Pending Matters
 - a. **042214-2** Formerly Used Defense Site (FUDS) Status
 - b. **011315-2** General Fund Repayment Proposal and Discussion of In-Kind Services
 - c. **060716-3** McGrath Family Trust request to Sub-Lease to Eastern Air Freight, LLC
6. Pending Leases/Contracts as Set Forth on Exhibit 1, which Exhibit is Herein Incorporated by Reference
7. Grant Update
 - a. **101315-1** Mass DOT Grant for AIP #63 (Snow Blower) FY Carryover - \$35,276.17
 - b. **060716-2** AIP #65 Upgrade Public Address/Flight Information Display System / Install Computers and Interactive Employee Training System - \$575,100 Received.
8. **071216-1** Flat Roof Building Disposition Discussion
9. **122215-1** Air Service Update
10. Manager's Report
 - a. Project Updates
 - i. Modernization of the Air Traffic Control Tower
 - a) Ratify CO 15 & 16
 - b. RFP/Bid Status
 - c. Operations Update
 - d. Statistics
 - e. Personnel Report
 - f. Request for Travel –AAAE National Airport Conference, October 2-4, 2016
11. Commissioner's Comments
12. Public Comment
13. Executive Session – G.L. c.30A, §21 (a)
 - a. Review ES minutes of 5/28/13, 9/10/13, 9/24/13, 10/8/13, 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, 7/14/15, 8/11/15, 9/8/15, 10/13/15, 11/10/15, 12/8/15, 1/12/16, 1/19/16, 2/9/16, 4/19/16, and 5/9/16 for possible release; and 6/10/16 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.



MEETING MINUTES

Nantucket Memorial Airport Commission Executive Session – August 28, 2012

The meeting took place at Town of Nantucket's Community Meeting Room, First Floor, 4 Fairgrounds Road, Nantucket.

Present:

Chairman Daniel Drake, Vice Chair Arthur Gasbarro, Commissioner David Gray, Sr. Commissioner Sonny Raichlen, Commissioner Jeannette Topham
Airport Manager Tom Rafter

Meeting called to order at 6:37 p.m. following an Open Session meeting for the purpose of:

- a. Review ES minutes of 6/26/12, 7/10/12, 7/24/12 for approval and possible release.
 - b. To discuss strategy with respect to collective bargaining or litigation, which if held in open session may have a detrimental effect on the bargaining or litigation
- 1). Review Executive Session Minutes for of 6/26/12, 7/10/12, 7/24/12
Motion: Gray: Approve, but not yet release, Executive Session Minutes for of 6/26/12, 7/10/12, 7/24/12
Second: Raichlen
Roll Call on Motion:
Drake – Aye
Gasbarro – Aye
Gray - Aye
Raichlen – Aye
Topham - Aye
- 2). Former employee Bruce King has rejected \$20k settlement offer. He intends to file for arbitration. Matter remains pending.
- 3). Town Counsel has recommended that the Commission keep strict oversight of General Aviation Building contractor Baybutt and the project status.

Gray: Motion to Adjourn

Gasbarro: Second

Roll Call to Adjourn:

Drake – Aye
Gasbarro – Aye
Gray - Aye
Raichlen – Aye
Topham - Aye

Meeting adjourned at 6:50pm
Respectfully submitted,
Commissioner Arthur Gasbarro



MEETING MINUTES

Nantucket Memorial Airport Commission Executive Session – September 18, 2012

The meeting took place at Temporary Airport Administration Office,
126A Old South Road, Nantucket.

Present:

Chairman Daniel Drake,
Vice Chair Arthur Gasbarro
Commissioner David Gray, Sr.
Commissioner Sonny Raichlen
Commissioner Jeannette Topham
Airport Manager Tom Rafter

OPM Mike Josephk
Architect Bill McGuire

Meeting called to order at 5 p.m. following an Open Session meeting for the purpose of:

- a. To discuss strategy with respect to collective bargaining or litigation, which if held in open session may have a detrimental effect on the bargaining or litigation.

1). Baybutt Construction – G.A. Building behind schedule.

Gasbarro: Motion: Keep pressure on Bonding Company on required meeting. Encourage Baybutt to finish as quickly as possible, while not asking for an accelerated schedule.

Gray: Second

Roll Call on Motion:

Drake – Aye
Gasbarro – Aye
Gray - Aye
Topham - Aye

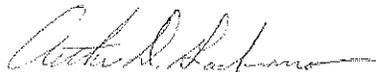
Topham: Motion to Adjourn

Gray: Second

Roll Call to Adjourn:

Drake – Aye
Gasbarro – Aye
Gray - Aye
Topham - Aye

Meeting adjourned at 5:55 pm
Respectfully submitted,
Commissioner Arthur Gasbarro



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
David C. Gray, Sr.
Sonny Raichlen
Jeanette Topham

DRAFT

AIRPORT COMMISSION MEETING
Executive Session
12/4/12

Executive Session took place at 4:18 after a roll-call vote in open session.

Commissioner's Present: Chairman Daniel W. Drake, Vice Chair Arthur D. Gasbarro, David C. Gray, Sr., Sonny Raichlen and Jeanette Topham.

Also present were Thomas M. Rafter, Airport Manager and Janine Torres, Office Manager. Richard Holland of Kopelman & Paige (Town Counsel) participated via conference phone.

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

Executive Session Minutes from 3/1/12, 3/13/12, 3/27/12, 4/3/12, 4/19/12, 4/26/12, 5/8/12, 5/22/12, 6/12/12, 6/26/12, 7/10/12, 7/24/12, 8/28/12, 9/18/12, 9/25/12, 10/30/12 and 11/6/12 were not deemed ready for release.

The Commission discussed the possibility and ramifications of terminating Baybutt Construction Managers as the General Contractor for the General Aviation and Administration Building due to multiple instances of breach of contract with the most significant being failure to pay the sub-contractors.

The Commission decided to give Baybutt more time of no more than the next scheduled Commission Meeting (December 18th) to make good on their payments to the sub-contractors.

At 5:12 PM, the Commission M/S/P by the following vote to adjourn Executive Session and return to Open Session:

Chairman Drake – Aye
Vice Chair Gasbarro – Aye
David C. Gray, Sr. – Aye
Sonny Raichlen – Aye
Jeanette Topham – Aye

Respectfully submitted,

Janine M. Torres, Recorder

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David C. Gray, Sr.
Sonny Raichlen
Jeanette Topham

DRAFT

AIRPORT COMMISSION MEETING
Executive Session
12/11/12

Executive Session took place at 4:05 after a roll-call vote in open session.

Commissioner's Present: Chairman Daniel W. Drake, Vice Chair Arthur D. Gasbarro, Sonny Raichlen and Jeanette Topham.

Commissioner David C. Gray, Sr. was absent.

Also present were Thomas M. Rafter, Airport Manager, Rick Holland of Kopelman & Paige (Town Counsel), Elizabeth Gibson, Town Manager, Mike Josefek of Architectural Consulting Group (OPM) and Janine Torres, Office Manager.

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

Discussion regarding the continued financial concerns of Baybutt Construction and their inability to adhere to the contract conditions and schedule took place after which the Commission M/S/P by the following roll call vote to terminate the contract with Baybutt and notify the surety company:

Chairman Drake – Aye
Vice Chair Gasbarro – Aye
Sonny Raichlen – Aye
Jeanette Topham – Aye

Mr. Holland will prepare termination letter and send via e-mail and certified mail to Baybutt and Surety as soon as the Airport is ready to lock down the site.

Once surety responds, Airport will request an on-site meeting with the surety company with Mr. Drake, Mr. Rafter and Mr. Holland attending.

Mr. Drake will attend the BOS meeting and announce the termination.

At 4:50 PM, the Commission M/S/P by the following vote to adjourn Executive Session and return to Open Session:

Chairman Drake – Aye
Vice Chair Gasbarro – Aye
Sonny Raichlen – Aye
Jeanette Topham – Aye

Respectfully submitted,

Janine M. Torres, Recorder

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Commissioners
Daniel W. Drake, Chairman
Arthur D. Gasbarro, Vice Chair
David C. Gray, Sr.
Sonny Raichlen
Jeanette Topham

AIRPORT COMMISSION MEETING
Executive Session
FEBRUARY 26, 2013

Executive Session took place at 6:06 PM after a roll-call vote in open session.

Commissioner's Present: Chairman Daniel W. Drake, David C. Gray, Sr., Sonny Raichlen and Jeanette Topham.

Vice Chair Arthur Gasbarro participated by telephone due to geographical distance..

The meeting took place in the 1st Floor Community Meeting Room at the Public Safety Facility, 4 Fairgrounds Rd

Mr. Gasbarro stated that there was no one present with him.

Reviewed ES minutes of 3/1/12, 3/13/12, 3/27/12, 4/3/12, 4/19/12, 4/26/12, 5/8/12, 5/22/12, 6/12/12, 6/26/12, 7/10/12, 7/24/12, 8/28/12, 9/18/12, 9/25/12, 10/30/12, 11/6/12, 12/4/12, 12/11/12 and 12/18/12 for possible release; and 1/22/13 for review and possible release. None were deemed ready for release.

At 6:18 PM, the Commission M/S/P by the following vote to adjourn Executive Session and return to Open Session:

Chairman Drake – Aye
Vice Chair Gasbarro – Aye by telephone
David C. Gray, Sr. – Aye
Sonny Raichlen – Aye
Jeanette Topham – Aye

Respectfully submitted,

Daniel W. Drake, Recorder

MEETING MINUTES

Nantucket Memorial Airport Commission Executive Session – October 22, 2013

The meeting took place at Town of Nantucket's Community Meeting Room, First Floor, 4 Fairgrounds Road, Nantucket, MA.

Present:

Chairman Daniel Drake

Vice Chair Arthur Gasbarro

Commissioner David Gray, Sr.

Commissioner Andrea Planzer

Commissioner Jeannette Topham

Airport Manager Tom Rafter

Airport Office Manager Janine Torres

Airport Business Manager Ashley Christ

Meeting called to order at 6:18 p.m. following an Open Session meeting for the purpose of:

- a). Review of the Executive Session Minutes as listed on the meeting Agenda.

No Action

- b). Update with respect to threatened litigation – G.A. Building

Chairman Drake and Manager Rafter provided a summary of a meeting held on the previous Wednesday with the Surety and their agents. Their position is that the Airport has caused project delay, primarily with respect to issues in their opinion with the electrical transformer and site grading plans. The meeting was productive in that work on the project accelerated during the preceding week. More information is expected to be available to be discussed at an Executive Session meeting following the next Commission meeting scheduled for November 12th.

Topham: Motion to Adjourn

Gasbarro: Second

Roll Call:

Drake – Aye

Gasbarro – Aye

Gray – Aye

Planzer - Aye

Topham - Aye

Meeting adjourned at 6:37 p.m.

Respectfully submitted,
Commissioner Arthur Gasbarro



MEETING MINUTES

Nantucket Memorial Airport Commission Executive Session – June 9, 2015

The meeting took place at Town of Nantucket's Community Meeting Room, First Floor, 4 Fairgrounds Road, Nantucket, MA.

Present:

Chairman Daniel Drake
Vice Chair Arthur Gasbarro
Commissioner Jeanette Topham

Airport Manager Tom Rafter
Airport Office Manager Janine Torres

On Phone:

Commissioner Anthony Bouscaren
Commissioner Andrea Planzer
Town Counsel Rick Holland

Meeting called to order at 6:13 p.m. following an Open Session meeting for the purpose of:

- a). Review of the Executive Session Minutes as listed on the meeting Agenda. - Hold for future meeting due to pending matters that could be impacted negatively by release.
- b). G.A. Building – Potential Litigation: Manager Rafter provided an update on conversations with Counsel Holland as to an approach to try to closeout this matter. Suggests that a letter be sent to Merchants Bonding Company along with a final payment of funds that we believe are due, totaling \$224,605.90.

Gasbarro: Motion to send the letter and payment. Topham: Second

Roll Call: Drake – Aye
Bouscaren - Aye
Gasbarro – Aye
Planzer - Aye
Topham – Aye

Gasbarro: Motion to Adjourn Topham: Second

Roll Call: Drake – Aye
Bouscaren - Aye
Gasbarro – Aye
Planzer - Aye
Topham – Aye

Meeting adjourned at 6:38 p.m.

Respectfully submitted,
Commissioner Arthur Gasbarro



MEETING MINUTES

Nantucket Memorial Airport Commission Executive Session – December 22, 2015

The meeting took place at Town of Nantucket's Community Meeting Room, First Floor, 4 Fairgrounds Road, Nantucket, MA.

Present:

Chairman Daniel Drake
Vice Chair Arthur Gasbarro
Commissioner Jeanette Topham
Commissioner Anthony Bouscaren
Commissioner Andrea Planzer

Via Speaker Phone:

Airport Manager Tom Rafter

Meeting called to order at 6:45 p.m. following an Open Session meeting by motion to enter executive session for the purposes enumerated on the meeting agenda per MGL c.30A section 21(a), clauses as listed below per topic, not to return to open session, approved by unanimous roll call.

a). Clause 3: Discuss strategy and threatened litigation with respect to the GA building. Commission reviewed the attached mediation agreement letter dated 12/17/15.

Commissioner Bouscaren provided a brief on typical proceedings of a one-day mediated settlement meeting. He wants to be sure that Town Counsel prepares a detailed graphical timeline for use at the mediation meeting. The Commission held a general discussion on mediation. The Commission intends to review the materials to be prepared by Town Counsel at the January 12th Executive Session meeting.

List of Documents Used: mediation agreement letter dated 12/17/15

Bouscaren: Motion to Adjourn Planzer: Second

Roll Call: Drake – Aye
 Bouscaren – Aye
 Gasbarro – Aye
 Topham – Aye
 Planzer – Aye

Meeting adjourned at 6:12 p.m.

Respectfully submitted,
Commissioner Arthur Gasbarro





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December 17, 2015

Richard Holland
rholland@k-plaw.com

John W. Fieldsteel, Esq.
Urbelis & Fieldsteel, LLP
155 Federal Street
Boston, MA 02110-1727

Re: Town of Nantucket – Mediation
Nantucket Memorial Airport and Merchants Bonding Company

Dear Mr. Fieldsteel:

On behalf of the Town of Nantucket, Memorial Airport Commission in the above-referenced mediation, enclosed is a signed Mediation Agreement along with our check for retainer in the amount of \$1,950. Mediation is scheduled for February 4, 2015. Please let me know if you require anything further.

Very truly yours,

Richard T. Holland

RTH/man
Enc.

cc: Town Manager
Airport Commission ✓

537817/19715/0007

RECEIVED
DEC. 21 2015
BY: _____

MEDIATION AGREEMENT

The undersigned agree to participate in a mediation and to employ the services of John W. Fieldsteel, Esquire ("Mediator"), Urbelis & Fieldsteel, LLP, 155 Federal Street, Boston, Massachusetts 02110, who agrees to mediate their disputes in the matter of Merchants Bonding Company – Town of Nantucket.

All parties acknowledge that the Mediator is an impartial person who does not represent any party, is not a source of individual legal advice, has no decision-making authority, and shall disclose any contact, interest or relationship that may affect his neutrality. All parties agree to immediately notify the mediator in writing of any such contact, interest or relationship, which is not referenced in the mediator's written disclosure.

All parties are free to withdraw from the mediation process at any point.

No written documents generated during the course, or at the end of, the mediation session shall be of any legal effect unless and until signed by all parties. Independent review by counsel is advised.

All communications (written or oral) during the mediation process as well as the mediator's work product are confidential and privileged from disclosure in any proceeding, and the publication of any such communications to any person or entity in any way or in any form is strictly prohibited. The confidentiality of the negotiations is also protected by Massachusetts General Laws, Chapter 233, § 23C and by any applicable rules of evidence.

The Mediator shall not be liable to any party for any act or omission in connection with services performed under this Agreement. No party shall subpoena the Mediator, his documents, or his notes in any proceeding. Each party agrees to indemnify the Mediator from all costs and losses in connection with any breach of this Agreement by that party.

The parties agree to pay as set forth below the Mediator's fees, which include preparation, meeting and study and travel time, as well as all time spent following the mediation session, if necessary. Rates are \$200.00 per hour per party. Each party shall tender a retainer in the amount of \$1,950.00 by on or before January 4, 2016.

All non-parties to the Agreement, which parties attend meetings with the Mediator and/or any mediation session, hereby sign this Agreement to indicate their assent to the terms hereto relating to the Mediator and the confidentiality of the mediation process.

Dated: December 9, 2015

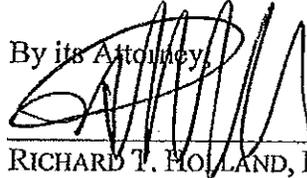
MERCHANTS BONDING COMPANY

TOWN OF NANTUCKET

By its Attorney,

By its Attorney,

BRADFORD R. CARVER, ESQ.



RICHARD T. HOLLAND, ESQ.

NON-PARTY SIGNATORIES:



John W. Fieldsteel, Mediator

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

DRAFT

AIRPORT COMMISSION SPECIAL MEETING
Executive Session

March 9, 2016

The meeting was called to order at 4:25 pm by Chairman Daniel Drake with the following Commissioners present: Jeanette Topham and Andrea Planzer. Anthony Bouscaren participated by phone due to geographical distance.

Commissioner Arthur Gasbarro was absent.

The meeting took place in the 2nd floor Conference Room in the Nantucket Memorial Airport General Aviation and Administration Building, 14 Airport Road, Nantucket MA.

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

Mr. Drake reported there weren't any minutes ready for release and there weren't any updates on Exhibit A or Gatto issues.

Ms. Topham made a **Motion** to adjourn. **Second** by Ms. Planzer and passed by the following roll-call vote.

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

Meeting adjourned 4:30 pm.

Janine M. Torres, Recorder

Master List of Documents Used
No documents were used.

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

DRAFT

AIRPORT COMMISSION MEETING

June 10, 2016

The meeting was called to order at 3:30 pm by Chairman Daniel Drake with the following Commissioners present: Vice Chair Arthur Gasbarro, Jeanette Topham, Andrea Planzer and Anthony Bouscaren.

The meeting took place in the 2nd floor Conference Room at the Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554

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.

Mr. Drake noted the minutes from ATM, 4/2/16 and 4/5/16 are still pending.

Mr. Bouscaren made a **Motion** to approve the minutes of 5/9/16. **Second** by Ms. Planzer and **Passed** unanimously.

Ms. Topham made a **Motion** to ratify the warrants of 5/18/16 and 6/1/16. **Second** by Ms. Planzer and **Passed** unanimously.

Mr. Bouscaren made a **Motion** to approve the warrant of 6/15/16. **Second** by Ms. Planzer and **Passed** unanimously.

Public Comment

None

Pending Matters

042214-2 Formerly Used Defense Site (FUDS) Status – Mr. Rafter reported the final report from the Army Corp of Engineers (ACE) has still not been provided and they have not responded to our request for an update.

011216-1 Emily Air LLC Request for Sub-Lease to Fly Blade, Inc. – Mr. Rafter reported the sub-lease to Fly Blade has been approved by MassDOT since an amendment to the master lease with Emily Air LLC clarifying the leasehold size is drafted.

011315-2 General Fund Repayment Proposal and Discussion of In-Kind Services – Mr. Rafter reported the agreement has been approved but needs to be signed by the Board of Selectmen and then the Airport will forward it to Federal Aviation Administration (FAA) and MassDOT. The Town will then forward it on to the Department of Revenue.

Pending Leases and Contracts

Mr. Rafter presented the following Leases and Contracts:

- **Delta Air Lines** – 2016 Lease Agreement for \$18,800.00 rent plus \$1,500.00 Annual Business Fee, plus \$480.00 Intercom Fee, plus landing fees.
- **SpectaculAir** – 2016 Operating Agreement for \$1,500.00 Annual Business Fee plus Landing and Ramp Fees.
- **ACK Surf School** – 2016 Nobadeer Beach License for \$1,500.00 Annual Business Fee.
- **The Red Baron Adventure, LLC** – 2016 Operating Agreement for \$1,500.00 Annual Business Fee, plus monthly landing and ramp fees.
- **Lima NY Corp. d/b/a Fly the Whale** – 2016 Operating Agreement for \$1,500.00 Annual Business Fee, plus monthly Landing fees.
- **United Airlines, Inc.** – 2016 Lease Agreement for \$15,920.00 rent plus \$1,500.00 Annual Business Fee, plus \$480.00 Intercom Fee, plus monthly landing fees. – *PENDING*
- **Island Barge, Inc** – Lease Amendment Two (2) to increase lot size of 14,428 sq. ft. for \$13,830.00 additional rent, retroactive to May 1, 2016. *PENDING*
- **Emily Air, LLC** – Lease Amendment One (1) to increase the size of the Original Premises by approximately 313 sq. ft. and to amend Lessee’s new mailing address.
- **MHQ, Inc.** – Contract Amendment One (1) to extend termination date from June 30, 2016 to September 30, 2016.
- **Grey Wall Software, LLC** – Contract Amendment One (1) to renew Veoci Software for \$18,750 for one additional year.
- **Clarion Fire Protection Services** – Contract for fire suppression repair and maintenance services, not to exceed \$35,000.00.
- **Keystone Precision Instruments** – Contract for purchase of one (1) handheld GPS plus related software for \$12,296.00.
- **Team Eagle, Inc.** – Contract for filters for 2015 Oshkosh Striker 1500 for \$910.00.
- **New England Fire Equipment & Apparatus Corp.** – Contract for parts for 1989 Oshkosh T-1500 ARFF Vehicle for \$415.00.
- **State of NH, Division of Fire Standards & Training** – Contract for Live Burn Training not to exceed \$10,400.00, expiring 4/30/17.
- **Marine Home Center** – Contract to provide various materials and supplies on “as needed” basis not to exceed \$40,000.00 over a three (3) year period.
- **ENE Systems** – Contract for geothermal system restart during North Ramp rehab project for \$2,127.00.
- **Franklin Paint Company** – Contract for one (1) paint machine with pressurized bead system for \$21,100.00.

Mr. Gasbarro inquired as to the proposed operations, fees, and noise compliance regarding The Red Baron Adventure Operating Agreement. Mr. Rafter indicated Mr. Karberg, Environmental Coordinator, has requested this information. Mr. Drake suggested leaving it out of the blanket approval.

Mr. Gasbarro commented the Airport should not practice any type of land surveying with the GPS unit to be purchased as to not violate Chapter 112.

Ms. Planzer asked for clarification regarding the Amendment One (1) with Emily Air, LLC. Ms. Torres explained the discrepancy in the square footage of the Ocean Wings original lease that carried over to Emily Air's lease that needed to be corrected before the sub-lease to Fly Blade could be approved.

Mr. Gasbarro made a **Motion** to approve all Leases and Contracts as set forth on Exhibit 1 excepting Island Barge, Inc, United Airlines, and The Red Baron Adventure. **Second** by Ms. Topham and **Passed** unanimously.

Additional discussion regarding the operations of The Red Baron Adventure, LLC took place. Audience member and San Diego TSA Federal Security Director, Katie Connon, noted her familiarity with Red Baron and was not aware of any regulatory issues with their operation.

Mr. Bouscaren made a **Motion** to approve The Red Baron Adventure, LLC subject to the requested information being submitted to the Airport Manager for his approval and then the Airport Manager to consult with Mr. Gasbarro. **Second** by Ms. Topham and **Passed** unanimously.

FAA Grant Acceptance

060716-1 AIP #64 Construct Airfield Electrical Vault – Mr. Rafter presented a grant offer in the amount of \$1,148,850.00 from Federal Aviation Administration (FAA) for the construction of the Airfield Electrical Vault.

Ms. Topham made a **Motion** to accept the Grant from the FAA for AIP #64, the construction of Airfield Electrical Vault in the amount of \$1,148,850.00. **Second** by Mr. Bouscaren and **Passed** unanimously.

060716-2 AIP #65 Upgrade Public Address/Flight Information Display System and Install Computers and Interactive Employee Training System - Mr. Rafter requested that the Commission authorize the Chair to sign the second grant for the Flight Information Display System (FIDS)/Public Address (PA) System as well as the Interactive Employee Training (IET) when it is received due to it being time sensitive.

Mr. Bouscaren made a **Motion** to authorize the Chair or Vice-Chair to sign the grant acceptance document for AIP #65 Upgrade Public Address/Flight Information Display System and install computers for the Interactive Employee Training in the amount of \$639,000.00 when it is received from the FAA. **Second** by Ms. Topham and **Passed** unanimously.

122215-1 Air Service Update – Mr. Rafter reported:

- ➔ American Air Lines and Delta began service last week. Delta has started its LaGuardia weekend service.
- ➔ The Air Service survey has been finalized with the initial results presented to the Commission. The Chamber of Commerce is planning additional distribution of the survey.
- ➔ Cape Air will no longer be issuing commuter books in this market but they may have some form of electronic ticketing in the future.

060716-4 McGrath Family Trust Request to Sub-Lease Freight Hangar to Eastern Air Freight, LLC. – Mr. Rafter presented a sub-lease request form McGrath Family Trust to sub-lease to Eastern Air Freight, LLC. Mr. Rafter indicated Eastern Air Freight is part of Island Shuttle group which is still awaiting approval from FAA for its operating certificate. This will once again centralize the freight away from the main terminal as all freight will be required to go through this facility.

Mr. Gasbarro made a **Motion** to approve the request to sub-lease the freight hangar from the McGrath Family Trust to Eastern Air Freight, LLC. **Second** by Ms. Planzer and **Passed** unanimously.

060716-4 Non-Union Employees FY17 COLA Discussion & Possible Approval – Mr. Drake inquired of the Town Manager of Town’s practice on FY17 raises and he was informed they are looking at a 2 ½% raise. Mr. Drake noted the Union employees are slated for a 2% increase. Mr. Drake noted although he has not given Mr. Rafter a formal evaluation this year, is very pleased with his performance as well as the staff, both union and non-union personnel. Mr. Rafter indicated there is a performance evaluation in place for all airport employees. Mr. Gasbarro agreed with Mr. Drake’s performance comment but questioned the additional ½% for the Non-Union employees. Mr. Rafter stated that Union personnel receive a step increase as well as the COLA for the first five years. When asked, Mr. Rafter reported there are seven (7) Non-Union employees.

Mr. Bouscaren made a **Motion** to approve the 2 ½% increase for Non-Union staff for FY17. **Second** by Ms. Planzer and **Passed** unanimously.

Manager’s Report – Mr. Rafter reported:

Project Updates

- ATCT – Maron Construction is working on several punch-list items, several major items of which the contractor is accepting responsibility for and is working to resolve them. They are still anticipating to have the controllers back in the tower the week of June 21st and having the mobile tower removed by June 25, 2016.
- A meeting is scheduled on Wednesday, June 15, 2016 with Jacobs Engineering to review future Capital Projects, both FAA funded and those not funded by FAA.
- The fire alarm panel enunciators in the Terminal are not loud enough. The main panel in the terminal was not upgraded when the terminal renovation occurred. We are awaiting a quote for an additional panel and enunciators.
- The painting of TW Echo, done last October and funded by the State, did not include water blasting to remove the old layers of paint. Winter operations has damaged most of the markings making it necessary to repaint. We will plan an Article for Special Town Meeting to adjust FY17’s budget. Mr. Rafter is looking into a joint effort with other area airports to purchase a water blasting/paint machine and approach the State for funding.

RFP/Bid Status – Mr. Rafter reported a number of RFP’s and RFQ’s are being worked on.

Operations – Mr. Rafter reported:

- We are still working through the foam contamination issue.
- Airport 1 is back in service with a new engine.
- The tent is installed in the FBO parking lot. Quarter boards will be installed soon.
- Wine Festival weekend sales in the FBO were up 35% over 2015 and the best since 2011.
- Memorial Day sales in the FBO were up 22% over 2015 and the best since 2012.
- A meeting with the Martha’s Vineyard Airport Chairman and the new Airport Manager has been rescheduled.
- Visitor Service Ambassadors will begin weekends on June 25, 2016.
- The annual Part 139 inspection went very well but will note two (2) minor deficiencies:
 1. One fuel truck had a lighter receptacle which has already been removed and replaced with hard wiring for tablet charging.
 2. Two (2) employees extended beyond their allowed time for fuel training. They underwent training in April, instead of in January 2016.

- The Airport received a notice from the State wildlife agency stating that all individuals responsible for wildlife control, which includes the use of bangers, must have a firearm and hunting license. Mr. Karberg responded to them with suggestions on how to best accomplish this.
- A meeting was held with other Town agencies regarding the July 4th preparations with regard to the Nobadeer Beach Party. Port-a-potties, dumpsters, and a larger police presence were discussed.
- The end of FY16 is approaching so it is critical that the July 6, 2016 warrant be signed expeditiously for a quick turnaround.
- Nantucket Flying Association Aviation Camp is taking place June 27 through July 1, 2016.
- A Home Rule Petition was approved by the Massachusetts Governor exempting the Airport Fuel Revolver from the 10% aggregate revolving funds.

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

- Operations are down 22.40% from April 2015. Year-to-date is down .11%.
- Enplanements are down 60.27% from April 2015. Year-to-date is down 15.25%.
- Jet A gallons sold is down 11.13% from April 2015. Year-to-date is up 4.93%
- Jet A gallons sold is up 26.93% from May 2015.
- AvGas gallons sold is up 3.53% from April 2015. Year-to-date is up 7.29%.
- AvGas gallons sold is down 1.39% from May 2015.
- Freight is down 30.56% from April 2015. Year-to-date is down 14.10%.
- 10 Noise Complaints were filed in May 2016..

Mr. Rafter made a request for travel to the Northeast Chapter AAAE Conference in Wilmington DE, August 13-17, 2016 Ms. Topham made a **Motion** to approve the travel request. **Second** by Ms. Planzer and **Passed** unanimously.

Commissioners Comments

Mr. Gasbarro requested the future of the Flat Roof building as a future agenda item. Mr. Rafter agreed and noted that Fly Blade may be interested in renting it next year. \$55,000 is in the Capital budget to move and repair the site should the Airport decide to get rid or move the building. Keeping it where it is provides a valuable asset for aeronautical uses.

Mr. Bouscaren inquired about Island Shuttle beginning service. Mr. Rafter responded they are still awaiting approval from FAA, which is a tedious and lengthy process. A recent meeting with Bud Breault, Barnstable Municipal Airport Manager, Rich Araujo, and others, revealed they have two (2) different product lines that could be very beneficial to all.

Rectrix has purchased two (2) new King Airs and is also awaiting FAA certification.

Mr. Drake inquired about the meeting with Mary Walsh of FAA regarding Staff Housing with Mr. Rafter and Commissioner Planzer. Mr. Rafter informed the Commission that FAA presented four (4) potential alternatives. Three (3) were eliminated and one (1) was adopted for further consideration. A third party lease may be an option. Ms. Planzer added the FAA does not allow housing on Airport properties but they are working very hard to carve this out for Nantucket. Mr. Rafter said Mr. Tucker Holland – Nantucket Housing Consultant, joined the meeting and updated the group on the Town's employee housing efforts.

Mr. Drake addressed an e-mail sent to some of the Commission from the gift shop owner and suggests that Mr. Rafter discuss the matter with the gift shop lessee.

Public Comment

None.

Having no further business for Open Session, Mr. Bouscaren made a **Motion** to go into Executive Session, under G.L. Chapter 30A, Section 21A, 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. Gasbarro - Aye
Mr. Bouscaren – Aye
Ms. Planzer – Aye
Ms. Topham – Aye
Mr. Drake – Aye

Meeting adjourned at 4:35pm

Respectfully submitted,

Janine M. Torres, Recorder

Master List of Documents Used

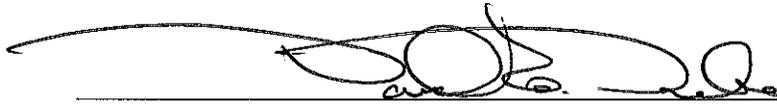
6/10/16 Agenda including Exhibit 1
5/9/16 Draft Minutes
5/18/16 Warrant Signature Sheet
6/1/16 Warrant Signature Sheet
6/15/16 Warrant Signature Sheet
Delta Air Lines 2016 Lease Agreement
SpectaculAir 2016 Operating Agreement
ACK Surf School 2016 License Agreement
The Red Baron Adventure LLC 2016 Operating Agreement
Lima NY Corp d/b/a Fly the Whale 2016 Operating Agreement
United Airlines, Inc. 2016 Lease Agreement
Island Barge, Inc. Amendment 2 – increase in square footage
Emily Air, LLC Amendment 1 – increase the size of original premises
MHQ Contract Amendment 1- term extension
Grey Wall Software, LLC Amendment 1 – renew one year
Clarion Fire Protection Services Contract for fire suppression services
Keystone Precision Instruments Contract – Trimble Geo 7X Handheld GPS
Team Eagle, Inc. Contract for filters for 2015 Oshkosh Striker 1500
New England Fire Equipment & Apparatus Corp. Contract for parts for 1989 Oshkosh T-1500 ARFF Vehicle
State of NH, Division of Fire Standards & Training Contract for Live Burn training
Marine Home Center Contract for various materials and supplies
ENE Systems Contract for oversight of Geothermal System restart
Franklin Paint Company Contract for Graco LineLazer Paint Machine
FAA Grant Agreement for construction of Airfield Electrical Vault Room
McGrath Family Trust Sublease Agreement
April 2016 Statistics

Handouts

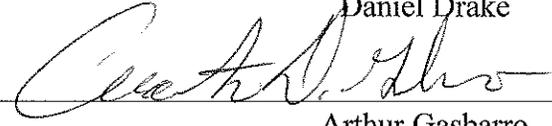
MassDOT consent for Sublease between Emily Air, LLC and Fly Blade, LLC
Nantucket Flying Association announcement for 9th Annual Aviation Camp
Nantucket Air Service Development Survey results

Warrant 6/30/16

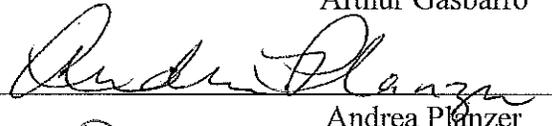
Please Sign and Date

 7/5/16

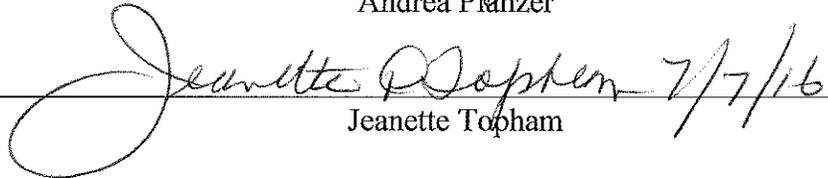
Daniel Drake

 7/4/16

Arthur Gasbarro

 7/4/16

Andrea Planzer

 7/7/16

Jeanette Totham

Anthony G. Bouscaren

Batch #	Total	Date	Initial
6444	270,393.38	6-17-16	AG AP JDT
6479	29,481.34	6-22-16	AG AP JDT
6483	200,431.00	6-22-16	AG AP JDT
6509	217,827.16	6-27-16	AG AP JDT
6522	130,832.68	6-28-16	AG AP JDT
6559	186,406.51	7-1-16	AG AP JDT
6568	75,768.09	7-6-16	AG AP JDT

Exhibit 1
Pending Leases/Contracts/Agreements
July 12, 2016

Type	With	Amount	Other Information	Source of Funding
Operating Agreement	Altius Aviation LLC	(\$1,500)	Annual Business Fee Air Charter (FlyBlade) Operating Agreement Plus Landing & Ramp Fees	Income
Operating Agreement	Aero-Tech Services Inc	(\$1,500)	Annual Business Fee Air Charter (FlyBlade & Independently) Plus Landing / Ramp Fees	Income
Operating Agreement	Kestrel Aviation	(\$1,500)	Annual Business Fee Air Charter (FlyBlade & Independently) Plus Landing / Ramp Fees	Income
Lease	United Airlines	(\$15,920)	Seasonal Airline with Office Plus \$1,500 Annual Business Fee Plus Landing Fees	Income
Lease Amendment	Island Barge, Inc	(\$13,830)	Additional Rent for increase of 14,628 Sq Ft.	Income
Beach License	Sayle's Seafood	(\$1,500)	Annual Business Fee Nobadeer Beach Catered Events	Income
Contract	Computer Assistance Services	\$207,000	Not to Exceed Amount Three-Year Contract for IT Support Services Expires 6/30/2019	Operating
Contract Amendment	New England Fire Equipment & Apparatus Corp	\$82	Purchase Oshkosh Parts for ARFF Vehicles Increase Due to Quote Expiration Expires 9/1/2016	Operating

Exhibit 1
Pending Leases/Contracts/Agreements
July 12, 2016

Type	With	Amount	Other Information	Source of Funding
Contract	Franklin Paint	\$3,024	Purchase Yellow Paint for Airfield Markings Expires 8/1/2016	Operating
Pending as of Meeting Posting				

AGREEMENT

NAME: Altius Aviation, LLC

PHONE: 201-297-5558

ADDRESS: Attn: Omar Diaz
113 Tuskegee Rd
Syracuse NY 13211

INTENDED USE: Air Charter Service

LOCATION: North Ramp

SPACE: Emily Air Hangar 1

FEES: (PAYABLE ANNUALLY) \$1,500

PLUS: Monthly Landing Fees

PLUS: Monthly Ramp Fees

STARTING DATE: 6/1/2016

ENDING DATE: 5/31/2017

This Agreement, made this ____ day of _____, 2016 between the Nantucket Memorial Airport Commission and Altius Aviation, LLC named above. In consideration of the mutual covenants and Agreements hereinafter set forth, the parties agree as follows:

1. **AGREEMENT:** Nantucket Memorial Airport agrees to allow the operation of Altius Aviation, LLC at the facility known as Nantucket Memorial Airport (the "Airport"), all on the terms and subject to the conditions of this Agreement.

2. **ADDITIONAL TERMS OF THIS AGREEMENT IN EXHIBIT A:** Set forth in Exhibit A attached hereto, entitled "Town of Nantucket, Nantucket Memorial Airport, Additional Agreement Terms and Rules" are additional provisions. These provisions and others set out in Exhibit A, are considered to be a part of this Agreement in the same manner as if set forth here in their entirety.

3. **TERM:** The term of this Agreement shall be for a period of one (1) year, commencing on the starting date above, subject to Exhibit A.

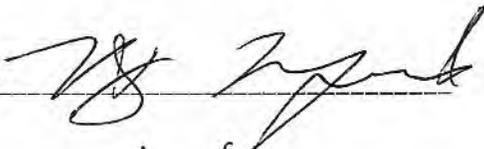
4. **FEES:** For operating rights on the Airport, Altius Aviation, LLC shall pay Nantucket Memorial Airport its Annual Business fee of \$1,500.00 in advance of the first day of the term, and monthly landing and ramp fees (subject to increase under Exhibit A) in advance of the first day of the term. Payment shall be made at the Airport office located at 14 Airport Road, Nantucket, MA 02554. Altius Aviation, LLC shall also be responsible for Airport fees determined annually by the Airport Commission.

IN WITNESS WHEREOF, each party signed and sealed this Agreement.

NAME: Altius Aviation, LLC

NAME: Nantucket Memorial Airport Commission

By: _____



By: _____

Daniel W. Drake, Chairman

Date: _____

6/30/2016

Date: _____

EXHIBIT A

**TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT
ADDITIONAL AGREEMENT TERMS AND RULES**

Sections 1, 2, 3, and 4 of the Agreement are set forth in the first page of the Agreement signed by both parties. This page and those that follow set out additional terms of that Agreement, Sections 5 through 15.

Though only briefly listed or described in the attached signed pages, the terms and rules herein set forth are equally part of the Agreement and bind upon the parties as those set forth on the first page of the Agreement.

The additional terms of the Agreement are as follows:

5. Initial Term; Renewal Term. As indicated on front page of this contract, the initial term shall be for one (1) year. If, after the termination of this Agreement, Altius Aviation, LLC shall be deemed to be a tenant from day to day at a daily fee for use as may be established by NANTUCKET MEMORIAL AIRPORT COMMISSION, and all other provisions of this Agreement shall continue to be operative.

6. Charges/Fees. The amount of charges/fees may be changed by the Nantucket Memorial Airport upon thirty (30) days written notice to Altius Aviation, LLC prior to the start of the term or any renewal term.

7. Operation. In exercising its rights as an operator at the Airport, Altius Aviation, LLC will conduct no commercial activity of any kind whatsoever, other than as an air charter service, without written consent of the Nantucket Memorial Airport. In utilizing the Airport, Altius Aviation, LLC agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the Nantucket Memorial Airport Commission. For additional terms of Agreement, see "Addendum" (if any) attached hereto and made a part hereof.

8. Use of Premises.

(a) to exhibit no sign or advertisements in or about the Airport without the prior approval of the Airport Manager.

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

9. Nantucket Memorial Airport Rights Reserved. Nantucket Memorial Airport reserves for itself the following rights, which Altius Aviation, LLC agrees to observe, and Altius Aviation, LLC agrees that the same may be exercised by Nantucket Memorial Airport and that any such exercise of said rights shall not be deemed to render Nantucket Memorial Airport liable for damages or otherwise to relieve Altius Aviation, LLC from any of its obligations.

(a) To adopt from time to time rules and regulations consistent with terms of this Agreement for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom Altius Aviation, LLC agrees to comply.

(b) To approach Altius Aviation, LLC 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 Nantucket Memorial Airport. Nantucket Memorial Airport in such case is to use its best efforts to avoid disruption of Altius Aviation, LLC's operation.

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

10. Compliance with Airport and Regulatory Rules. Rules and regulations of Nantucket Memorial Airport, any Airport standards of operation and procedures, if any, as adopted by the Nantucket Memorial Airport, any applicable rules or regulations of the FAA or any other state or federal regulatory agency having jurisdiction shall be an integral part of this Agreement. The Airport Commissioners of Nantucket Memorial Airport shall furnish Altius Aviation, LLC with a copy of the Airport rules and/or standards, and it shall be the responsibility of Altius Aviation, LLC to be familiar with those and any other applicable rules and regulations. Altius Aviation, LLC, its members or visitors, shall comply with all provisions of said procedures.

In compliance with Airport and Regulatory Rules, Altius Aviation, LLC 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, or as amended, as part of a study performed under Part 150 of the Federal Air Regulations or any amendment thereof. It is further understood that all operators conducting commercial air operations, or general aviation operations, at the Nantucket Memorial Airport are required to comply with those flight procedures as a condition of this Agreement. Each operator must satisfy the Nantucket Memorial Airport of their continuing compliance no more seldom than once each year prior to Agreement renewal and at any time that the Airport Commission has reason to believe that non-compliance has occurred. A finding after hearing that the operator has failed to comply with such flight procedures shall be deemed to be sufficient cause for non-renewal or cancellation of this Agreement.

11. **INSURANCE: ALTIUS AVIATION, LLC SHALL DEPOSIT WITH THE NANTUCKET MEMORIAL AIRPORT 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" as an additional insured.

Indemnification.

Altius Aviation, LLC shall indemnify and hold harmless the Nantucket Memorial Airport, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of Altius Aviation, LLC and the Nantucket Memorial Airport but not limited to those for death, for personal injuries, or for property damage arising out of the acts or omissions of Altius Aviation, LLC, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons using Altius Aviation, LLC's premises or otherwise arising out of any acts or omissions of Altius Aviation, LLC's employees, members, agents, and representatives.

Liability Insurance.

Altius Aviation, LLC shall maintain, with respect to the Agreement, comprehensive public liability insurance, in the amount of \$1,000,000, with property damage insurance in limits of \$500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the Nantucket Memorial Airport as well as Altius Aviation, LLC against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

Worker's Compensation Insurance.

Altius Aviation, LLC shall maintain and keep in force Worker's Compensation Insurance, which is recognized by the Commonwealth of Massachusetts.

12. Default and Bankruptcy. In the event that:

(a) Altius Aviation, LLC shall default in the payment of any installment or other sum therein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) Altius Aviation, LLC shall default in the observance or performance of any other of Altius Aviation, LLC's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

(c) Altius Aviation, LLC shall become unable to meet its obligations as they become due, or if a receiver is appointed for Altius Aviation, LLC or if any assignment shall be made of Altius Aviation, LLC's property for the benefit of creditors, then the Nantucket Memorial Airport shall have the right thereafter, while such default continues, to declare the term of this Agreement ended. Altius Aviation, LLC shall indemnify the Nantucket Memorial Airport against all loss of fees and other payments, which the Nantucket Memorial Airport may incur by reason of such termination during the residue of the term. If Altius Aviation, LLC shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Altius Aviation, LLC's part to be observed or performed under or by virtue of any of the provisions in any article of this Agreement, the Nantucket Memorial Airport, 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 Altius Aviation, LLC. If the Nantucket Memorial Airport 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 Nantucket Memorial Airport by Altius Aviation, LLC as additional fees.

13. Surrender. Altius Aviation, LLC shall at the expiration or other termination of this Agreement remove all of Altius Aviation, LLC's goods and effects from the Airport property. In the event of Altius Aviation, LLC's failure to remove any of its property from the premises, Nantucket Memorial Airport is hereby authorized, without liability to Altius Aviation, LLC for loss or damage thereto, and at the sole risk of Altius Aviation, LLC to remove and store any of the property at Altius Aviation's expense, or to retain same.

14. Title Six Assurances - Nondiscrimination:

A. The Operator for himself, his 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 Agreement 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 Operator shall provide 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 and as said Regulations may be amended.

B. The Operator for himself, his 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 Operator 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 and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Nantucket Memorial Airport shall have the right to terminate this Agreement

15. General Provisions:

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

(1) any existing or future agreement between Nantucket Memorial Airport 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 Nantucket Memorial Airport to secure bonds or other financing.

(b) Compliance by Other Operators. Nantucket Memorial Airport shall, whenever possible, make reasonable efforts to obtain uniform compliance with its rules and regulations; however, Nantucket Memorial Airport shall not be liable to Altius Aviation, LLC for any violation or non-observance of such rules and regulations by any operator at the Airport.

(c) Independent Contractor. It is agreed that Altius Aviation, LLC is an independent contractor hereunder and not an agent or employee of Nantucket Memorial Airport with respect to its acts or omissions.

(d) Successors and Assigns. Altius Aviation, LLC shall have no right to assign this Agreement without the prior written approval of Nantucket Memorial Airport. 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 Nantucket Memorial Airport or Altius Aviation, LLC 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 Nantucket Memorial Airport shall be addressed to Airport Commissioners, Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 and notices to Altius Aviation, LLC 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 Agreement 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 Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement 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 Agreement.

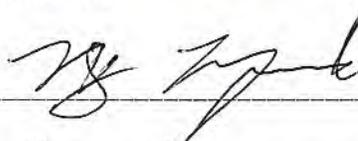
NOTICE TO LESSEE:

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.

ALTIUS AVIATION, LLC, BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

Lessee: Altius Aviation, LLC.
Commission

Lessor: Nantucket Memorial Airport

By: 

By: _____
Daniel W. Drake, Chairman

CHIEF OPERATING OFFICER
Title

VAUGHAN J CRAWFORD
Print Name

Date : 6/30/2016

AGREEMENT

NAME: Aero-Tech Services Inc

PHONE: 717-394-2675

ADDRESS: Attn: Matt Kaufman
500 Airport Road, Suite P
Lititz PA 17543

INTENDED USE: Air Charter Service
Fly Blade Affiliate

LOCATION: North Ramp (Fly Blade)
South Ramp (Air Charters)

SPACE: Emily Air Hangar 1 / Ramp

FEES: (PAYABLE ANNUALLY) \$1,500

PLUS: Monthly Landing Fees

PLUS: (South Ramp) Ramp Fees

STARTING DATE: 7/1/16

ENDING DATE: 6/30/2017

This Agreement, made this 7th day of July, 2016 between the Nantucket Memorial Airport Commission and Aero-Tech Services, Inc. named above. In consideration of the mutual covenants and Agreements hereinafter set forth, the parties agree as follows:

1. **AGREEMENT:** Nantucket Memorial Airport agrees to allow the operation of Aero-Tech Services, Inc at the facility known as Nantucket Memorial Airport (the "Airport"), all on the terms and subject to the conditions of this Agreement.
2. **ADDITIONAL TERMS OF THIS AGREEMENT IN EXHIBIT A:** Set forth in Exhibit A attached hereto, entitled "Town of Nantucket, Nantucket Memorial Airport, Additional Agreement Terms and Rules" are additional provisions. These provisions and others set out in Exhibit A, are considered to be a part of this Agreement in the same manner as if set forth here in their entirety.
3. **TERM:** The term of this Agreement shall be for a period of one (1) year, commencing on the starting date above, subject to Exhibit A.
4. **FEES:** For operating rights on the Airport, Aero-Tech Services, Inc shall pay Nantucket Memorial Airport its Annual Business fee of \$1,500.00 in advance of the first day of the term, and monthly landing and ramp fees (subject to increase under Exhibit A) in advance of the first day of the term. Payment shall be made at the Airport office located at 14 Airport Road, Nantucket, MA 02554. Aero-Tech Services, Inc. shall also be responsible for Airport fees determined annually by the Airport Commission.

IN WITNESS WHEREOF, each party signed and sealed this Agreement.

NAME: Aero-Tech Services, Inc.

NAME: Nantucket Memorial Airport Commission

By: 

By: _____

Daniel W. Drake, Chairman

Date: 7/7/2016

Date: _____

EXHIBIT A

TOWN OF NANTUCKET NANTUCKET MEMORIAL AIRPORT ADDITIONAL AGREEMENT TERMS AND RULES

Sections 1, 2, 3, and 4 of the Agreement are set forth in the first page of the Agreement signed by both parties. This page and those that follow set out additional terms of that Agreement, Sections 5 through 15.

Though only briefly listed or described in the attached signed pages, the terms and rules herein set forth are equally part of the Agreement and bind upon the parties as those set forth on the first page of the Agreement.

The additional terms of the Agreement are as follows:

5. Initial Term; Renewal Term. As indicated on front page of this contract, the initial term shall be for one (1) year. If, after the termination of this Agreement, Aero-Tech Services, Inc. shall be deemed to be a tenant from day to day at a daily fee for use as may be established by NANTUCKET MEMORIAL AIRPORT COMMISSION, and all other provisions of this Agreement shall continue to be operative.

6. Charges/Fees. The amount of charges/fees may be changed by the Nantucket Memorial Airport upon thirty (30) days written notice to Aero-Tech Services, Inc. prior to the start of the term or any renewal term.

7. Operation. In exercising its rights as an operator at the Airport, Aero-Tech Services, Inc. will conduct no commercial activity of any kind whatsoever, other than as an air charter service, without written consent of the Nantucket Memorial Airport. In utilizing the Airport, Aero-Tech Services, Inc. agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the Nantucket Memorial Airport Commission. For additional terms of Agreement, see "Addendum" (if any) attached hereto and made a part hereof.

8. Use of Premises.

(a) to exhibit no sign or advertisements in or about the Airport without the prior approval of the Airport Manager.

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

9. Nantucket Memorial Airport Rights Reserved. Nantucket Memorial Airport reserves for itself the following rights, which Aero-Tech Services, Inc. agrees to observe, and Aero-Tech Services, Inc. agrees that the same may be exercised by Nantucket Memorial Airport and that any such exercise of said rights shall not be deemed to render Nantucket Memorial Airport liable for damages or otherwise to relieve Aero-Tech Services, Inc. from any of its obligations.

(a) To adopt from time to time rules and regulations consistent with terms of this Agreement for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom Aero-Tech Services, Inc. agrees to comply.

(b) To approach Aero-Tech Services, Inc. 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 Nantucket Memorial Airport. Nantucket Memorial Airport in such case is to use its best efforts to avoid disruption of Aero-Tech Services, Inc. operation.

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

10. Compliance with Airport and Regulatory Rules. Rules and regulations of Nantucket Memorial Airport, any Airport standards of operation and procedures, if any, as adopted by the Nantucket Memorial Airport, any applicable rules or regulations of the FAA or any other state or federal regulatory agency having jurisdiction shall be an integral part of this Agreement. The Airport Commissioners of Nantucket Memorial Airport shall furnish Aero-Tech Services, Inc. with a copy of the Airport rules and/or standards, and it shall be the responsibility of Aero-Tech Services, Inc. to be familiar with those and any other applicable rules and regulations. Aero-Tech Services, Inc., its members or visitors, shall comply with all provisions of said procedures.

In compliance with Airport and Regulatory Rules, Aero-Tech Services, Inc. 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, or as amended, as part of a study performed under Part 150 of the Federal Air Regulations or any amendment thereof. It is further understood that all operators conducting commercial air operations, or general aviation operations, at the Nantucket Memorial Airport are required to comply with those flight procedures as a condition of this Agreement. Each operator must satisfy the Nantucket Memorial Airport of their continuing compliance no more seldom than once each year prior to Agreement renewal and at any time that the Airport Commission has reason to believe that non-compliance has occurred. A finding after hearing that the operator has failed to comply with such flight procedures shall be deemed to be sufficient cause for non-renewal or cancellation of this Agreement.

11. **INSURANCE: AERO-TECH SERVICES, INC. SHALL DEPOSIT WITH THE NANTUCKET MEMORIAL AIRPORT 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" as an **additional insured.**

Indemnification.

Aero-Tech Services, Inc. shall indemnify and hold harmless the Nantucket Memorial Airport, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of Aero-Tech Services, Inc. and the Nantucket Memorial Airport but not limited to those for death, for personal injuries, or for property damage arising out of the acts or omissions of Aero-Tech Services, Inc., its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons using Aero-Tech Service, Inc's premises or otherwise arising out of any acts or omissions of Aero-Tech Service, Inc's employees, members, agents, and representatives.

Liability Insurance.

Aero-Tech Service, Inc. shall maintain, with respect to the Agreement, comprehensive public liability insurance, in the amount of \$1,000,000, with property damage insurance in limits of \$500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the Nantucket Memorial Airport as well as Aero-Tech Service, Inc. against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

Worker's Compensation Insurance.

Aero-Tech Service, Inc. shall maintain and keep in force Worker's Compensation Insurance, which is recognized by the Commonwealth of Massachusetts.

12. Default and Bankruptcy. In the event that:

(a) Aero-Tech Service, Inc. shall default in the payment of any installment or other sum therein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) Aero-Tech Service, Inc. shall default in the observance or performance of any other of Aero-Tech Service, Inc.'s covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

(c) Aero-Tech Service, Inc. shall become unable to meet its obligations as they become due, or if a receiver is appointed for Aero-Tech Service, Inc. or if any assignment shall be made of Aero-Tech Service, Inc.'s property for the benefit of creditors, then the Nantucket Memorial Airport shall have the right thereafter, while such default continues, to declare the term of this Agreement ended. Aero-Tech Service, Inc. shall indemnify the Nantucket Memorial Airport against all loss of fees and other payments, which the Nantucket Memorial Airport may incur by reason of such termination during the residue of the term. If Aero-Tech Services, Inc. shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Aero-Tech Service, Inc.'s part to be observed or performed under or by virtue of any of the provisions in any article of this Agreement, the Nantucket Memorial Airport, 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 Aero-Tech Service, Inc. If the Nantucket Memorial Airport 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 Nantucket Memorial Airport by Aero-Tech Service, Inc. as additional fees.

13. Surrender. Aero-Tech Service, Inc. shall at the expiration or other termination of this Agreement remove all of Aero-Tech Services, Inc.'s goods and effects from the Airport property. In the event of Aero-Tech Service, Inc.'s failure to remove any of its property from the premises, Nantucket Memorial Airport is hereby authorized, without liability to Aero-Tech Service, Inc. for loss or damage thereto, and at the sole risk of Aero-Tech Service, Inc. to remove and store any of the property at Aero-Tech Service, Inc.'s expense, or to retain same.

14. Title Six Assurances - Nondiscrimination:

A. The Operator for himself, his 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 Agreement 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 Operator shall provide services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and as said Regulations may be amended.

B. The Operator for himself, his 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 Operator 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 and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Nantucket Memorial Airport shall have the right to terminate this Agreement

15. General Provisions:

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

(1) any existing or future agreement between Nantucket Memorial Airport 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 Nantucket Memorial Airport to secure bonds or other financing.

(b) Compliance by Other Operators. Nantucket Memorial Airport shall, whenever possible, make reasonable efforts to obtain uniform compliance with its rules and regulations; however, Nantucket Memorial Airport shall not be liable to Aero-Tech Servic, Inc. for any violation or non-observance of such rules and regulations by any operator at the Airport.

(c) Independent Contractor. It is agreed that Aero-Tech Service, Inc. is an independent contractor hereunder and not an agent or employee of Nantucket Memorial Airport with respect to its acts or omissions.

(d) Successors and Assigns. Aero-Tech Service, Inc. shall have no right to assign this Agreement without the prior written approval of Nantucket Memorial Airport. 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 Nantucket Memorial Airport or Aero-Tech Service, Inc. 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 Nantucket Memorial Airport shall be addressed to Airport Commissioners, Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 and notices to Aero-Tech Service, Inc. 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 Agreement 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 Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement 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 Agreement.

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.

AERO-TECH SERVICE, INC., BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

Lessee: Aero-Tech Service, Inc.

Lessor: Nantucket Memorial Airport Commission

By: *Mathew J. Kauffman*

By: _____
Daniel W. Drake, Chairman

President
Title

MATHEW J. KAUFFMAN
Print Name

Date : *7/7/2016*

AGREEMENT

NAME: Kestrel Aviation Inc.

PHONE: 781-769-1040

ADDRESS: Attn: Bob Sullivan
1486 Bay Road
Stoughton MA 02072

INTENDED USE: FlyBlade Affialiate
Charter Service

LOCATION: North Ramp
South Ramp (Charter)

SPACE: Emily Air Hangar 1/Ramp

FEES: (PAYABLE ANNUALLY) \$1,500 plus

MONTHLY: Monthly Landing Fees

PLUS: Ramp Fees

STARTING DATE: July 8, 2016

ENDING DATE: July 7, 2017

This Agreement, made this _____ day of _____, 2016 between the Nantucket Memorial Airport Commission and Kestrel Aviation, Inc. named above. In consideration of the mutual covenants and Agreements hereinafter set forth, the parties agree as follows:

1. **AGREEMENT:** Nantucket Memorial Airport agrees to allow the operation of Kestrel Aviation, Inc. at the facility known as Nantucket Memorial Airport (the "Airport"), all on the terms and subject to the conditions of this Agreement.
2. **ADDITIONAL TERMS OF THIS AGREEMENT IN EXHIBIT A:** Set forth in Exhibit A attached hereto, entitled "Town of Nantucket, Nantucket Memorial Airport, Additional Agreement Terms and Rules" are additional provisions. These provisions and others set out in Exhibit A, are considered to be a part of this Agreement in the same manner as if set forth here in their entirety.
3. **TERM:** The term of this Agreement shall be for a period of one (1) year, commencing on the starting date above, subject to Exhibit A.
4. **FEES:** For operating rights on the Airport, Kestrel Aviation, Inc. shall pay Nantucket Memorial Airport its fees monthly, the sum stated above (subject to increase under Exhibit A.. Payment shall be made at the Airport office located at the Airport. Kestrel Aviation, Inc. shall also be responsible for Airport fees determined annually by the Airport Commission.

IN WITNESS WHEREOF, each party signed and sealed this Agreement.

NAME:

NAME: Nantucket Memorial Airport Commission

By: _____

By: _____

Daniel W. Drake, Chairman

Title: _____

EXHIBIT A

TOWN OF NANTUCKET NANTUCKET MEMORIAL AIRPORT ADDITIONAL AGREEMENT TERMS AND RULES

Sections 1, 2, 3, and 4 of the Agreement are set forth in the first page of the Agreement signed by both parties. This page and those that follow set out additional terms of that Agreement, Sections 5 through 15.

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The additional terms of the Agreement are as follows:

5. Initial Term; Renewal Term. As indicated on front page of this contract, the initial term shall be for one (1) year. If, after the termination of this Agreement, the Operator shall be deemed to be a tenant from day to day at a daily fee for use as may be established by NANTUCKET MEMORIAL AIRPORT COMMISSION, and all other provisions of this Agreement shall continue to be operative.

6. Charges/Fees. The amount of charges/fees may be changed by the Nantucket Memorial Airport upon thirty (30) days written notice to Kestrel Aviation, Inc. prior to the start of the term or any renewal term.

7. Operation. In exercising its rights as an operator at the Airport, Kestrel Aviation, Inc. will conduct no commercial activity of any kind whatsoever, other than as an Operator for FlyBlade, without written consent of the Nantucket Memorial Airport. In utilizing the Airport, Kestrel Aviation, Inc. agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the Nantucket Memorial Airport. For additional terms of Agreement, see "Addendum" (if any) attached hereto and made a part hereof.

8. Use of Premises.

(a) to exhibit no sign or advertisements in or about the Airport without the prior approval of the Airport Manager.

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

9. Nantucket Memorial Airport Rights Reserved. Nantucket Memorial Airport reserves for itself the following rights, which Kestrel Aviation, Inc. agrees to observe, and Kestrel Aviation, Inc. agrees that the same may be exercised by Nantucket Memorial Airport and that any such exercise of said rights shall not be deemed to render Nantucket Memorial Airport liable for damages or otherwise to relieve Kestrel Aviation, Inc. from any of its obligations.

(a) To adopt from time to time rules and regulations consistent with terms of this Agreement for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom Kestrel Aviation, Inc. agrees to comply.

(b) To approach Kestrel Aviation, Inc. 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 Nantucket Memorial Airport. Nantucket Memorial Airport in such case is to use its best efforts to avoid disruption of Operator's operation.

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

10. Compliance with Airport and Regulatory Rules. Rules and regulations of Nantucket Memorial Airport, any Airport standards of operation and procedures, if any, as adopted by the Nantucket Memorial Airport, any applicable rules or regulations of the FAA or any other state or federal regulatory agency having jurisdiction shall be an integral part of this Agreement. The Airport Commissioners of Nantucket Memorial Airport shall furnish Kestrel Aviation, Inc. with a copy of the Airport rules and/or standards, and it shall be the responsibility of Kestrel Aviation, Inc. to be familiar with those and any other applicable rules and regulations. Kestrel Aviation, Inc., its members or visitors, shall comply with all provisions of said procedures.

In compliance with Airport and Regulatory Rules, Kestrel Aviation, Inc. 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, or as amended, as part of a study performed under Part 150 of the Federal Air Regulations or any amendment thereof. It is further understood that all operators conducting commercial air operations, or general aviation operations, at the Nantucket Memorial Airport are required to comply with those flight procedures as a condition of this Agreement. Each operator must satisfy the Nantucket Memorial Airport of their continuing compliance no more seldom than once each year prior to Agreement renewal and at any time that the Airport Commission has reason to believe that non-compliance has occurred. A finding after hearing that the operator has failed to comply with such flight procedures shall be deemed to be sufficient cause for non-renewal or cancellation of this Agreement.

11. **INSURANCE: KESTREL AVIATION, INC. SHALL DEPOSIT WITH THE NANTUCKET MEMORIAL AIRPORT 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**" as an **additional insured.**

Indemnification.

Kestrel Aviation, Inc. shall indemnify and hold harmless the Nantucket Memorial Airport, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of the Kestrel Aviation, Inc. and the Nantucket Memorial Airport but not limited to those for death, for personal injuries, or for property damage arising out of the acts or omissions of Kestrel Aviation, Inc., its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons using Kestrel

Aviation, Inc.'s premises or otherwise arising out of any acts or omissions of Kestrel Aviation, Inc.'s employees, members, agents, and representatives.

Liability Insurance.

Kestrel Aviation, Inc. shall maintain, with respect to the Agreement, comprehensive public liability insurance, in the amount of \$1,000,000, with property damage insurance in limits of \$500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the Nantucket Memorial Airport as well as Kestrel Aviation, Inc. against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

Worker's Compensation Insurance.

Kestrel Aviation, Inc. shall maintain and keep in force Worker's Compensation Insurance, which is recognized by the Commonwealth of Massachusetts.

12. Default and Bankruptcy. In the event that:

(a) Kestrel Aviation, Inc. shall default in the payment of any installment or other sum therein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) Kestrel Aviation, Inc. shall default in the observance or performance of any other of Kestrel Aviation, Inc.'s covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

(c) Kestrel Aviation, Inc. shall become unable to meet its obligations as they become due, or if a receiver is appointed for Kestrel Aviation, Inc., or if any assignment shall be made of Kestrel Aviation, Inc.'s property for the benefit of creditors, then the Nantucket Memorial Airport shall have the right thereafter, while such default continues, to declare the term of this Agreement ended. Kestrel Aviation, Inc. shall indemnify the Nantucket Memorial Airport against all loss of fees and other payments, which the Nantucket Memorial Airport may incur by reason of such termination during the residue of the term. If Kestrel Aviation, Inc. shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Kestrel Aviation, Inc.'s part to be observed or performed under or by virtue of any of the provisions in any article of this Agreement, the Nantucket Memorial Airport, 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 Kestrel Aviation, Inc. If the Nantucket Memorial Airport 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 Nantucket Memorial Airport by Kestrel Aviation, Inc. as additional fees.

13. Surrender. Kestrel Aviation, Inc. shall at the expiration or other termination of this Agreement remove all of Kestrel Aviation, Inc.'s goods and effects from the Airport property. In the event of Kestrel Aviation, Inc.'s failure to remove any of its property from the premises, Nantucket Memorial Airport is hereby authorized, without liability to Kestrel Aviation, Inc. for loss or damage thereto, and at the sole risk of Kestrel Aviation, Inc., to remove and store any of the property at Kestrel Aviation, Inc.'s expense, or to retain same.

14. Title Six Assurances - Nondiscrimination:

A. The Operator for himself, his 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 Agreement 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 Operator shall provide 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 and as said Regulations may be amended.

B. The Operator for himself, his 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 Operator 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 and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Nantucket Memorial Airport shall have the right to terminate this Agreement

15. General Provisions.

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

(1) any existing or future agreement between Nantucket Memorial Airport 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 Nantucket Memorial Airport to secure bonds or other financing.

(b) Compliance by Other Operators.

Nantucket Memorial Airport shall, whenever possible, make reasonable efforts to obtain, uniform compliance with its rules and regulations; however, Nantucket Memorial Airport shall not be liable to Kestrel Aviation, Inc. for any violation or non-observance of such rules and regulations by any operator at the Airport.

(c) Independent Contractor. It is agreed that Kestrel Aviation, Inc. is an independent contractor hereunder and not an agent or employee of Nantucket Memorial Airport with respect to its acts or omissions.

(d) Successors and Assigns. Kestrel Aviation, Inc. shall have no right to assign this Agreement without the prior written approval of Nantucket Memorial Airport. 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 Nantucket Memorial Airport or Kestrel Aviation, Inc. 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 Nantucket

Memorial Airport shall be addressed to Airport Commissioners, Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 and notices to Kestrel Aviation, Inc. 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 Agreement 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 is 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 Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement 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 Agreement.

KESTREL AVIATION, INC., BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

Name: KESTREL AVIATION, INC.

Name: Nantucket Memorial Airport
Commission

By: _____

By: _____
Daniel W. Drake, Chairman

Title: _____

Print Name: _____

Date: _____

NANTUCKET MEMORIAL AIRPORT COMMISSION

LEASE AGREEMENT

LESSEE NAME: United Airlines, Inc.

ADDRESS: Attn: Joost Vlek

PHONE: 872-825-8353

Manager Corporate Real Estate – Airport Affairs

233 South Wacker Drive, 11th Fl, Dept. HDQOU

Chicago, IL 60606

SPACE: (counter, office, common, etc.)

RENT (PAYABLE ANNUALLY):

4 Mo Minimum @ \$3,000.00 \$12,000.00

LOCATION: Terminal

SPACE \$3,920.00

INTENDED USE: Seasonal Airline

ANNUAL FEES: \$1,500 Business Fee

\$480 Intercom

SIZE: 1,198 (SQ.FT.)

98 Office

1,100 Common

PLUS MONTHLY: Landing Fees

(\$2.75 per 1,000 # GTOW)

AMOUNT IN LIEU OF TAXES: None

SECURITY DEPOSIT: \$10,000 (Pd)

STARTING DATE: 6/1/2016

ENDING DATE: 9/30/2016

This Lease Agreement, made this _____ day of _____, 20__, 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 United Airlines, Inc. "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:** The 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. Notwithstanding 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 four (4) months, 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: The LESSEE shall pay LESSOR its rent annually, or monthly, the sum of \$12,000.00 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. 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: The 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. The 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: The 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: The LESSEE shall observe and obey all laws and rules and regulations of the 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 Administration (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 Department Of Transportation (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 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 which 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 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 \$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:

United Airlines, Inc.

LESSOR:

Nantucket Memorial Airport Commission

By: _____

By: _____

Chairman

Title

Print Name

Date: _____

496956v.3/19715/0001

**AMENDMENT TWO
TO LEASE AGREEMENT
BETWEEN
NANTUCKET MEMORIAL AIRPORT COMMISSION
AND
ISLAND BARGE INC., OR NOMINEE
INCLUDING VICTOR-BRANDON CORP, ISLAND ROAD MATERIALS, INC.**

This Amendment Two to Lease Agreement (“this Second Amendment”) is made as of May ____, 2016 by and between Nantucket Memorial Airport Commission, as Lessor (“Lessor”) and Island Barge, Inc., or Nominee including Victor-Brandon Corp, Island Road Materials, Inc. (“Lessee”) and amends that certain Lease Agreement between Lessor and Lessee dated July 1, 1999, as amended by that certain Amendment One to Lease Agreement dated July 1, 2005 (as so Amended, the “Original Lease”) with respect to certain premises identified on the sketch plan attached to the Original Lease (the “Original Premises”).

RECITALS

WHEREAS, the Lessor and Lessee desire to amend the Original Lease to include an additional approximately 14,628 square feet (the “Additional Premises”) currently being utilized by Lessor and located directly behind the approximate 83,560 square feet of the Original Premises.

NOW, THEREFORE, the parties agree to amend the Lease as provided herein,

1. Article One – Section Premises of the Lease is hereby amended such that the Original Premises, consisting of approximately 83,560 square feet, are hereby increased to also include the Additional Premises for a new aggregate total consisting of approximately 98,188 square feet (an increase of approximately 14,628 square feet). The Original Premises, as increased by the Additional Premises is collectively referred to herein as the “Premises”. The Premises as shall be completely depicted and identified by a formal surveyed plot plan by a licensed surveyor procured by Lessee.

2. Article Three – Section Rent of the Lease is hereby amended to increase the amount of annual base rent for the Premises for the remainder of the term of the Original Lease as amended by this Second Amendment from \$81,412.59, or \$6,784.38 monthly, based on June 1, 2015 CPI-W adjustment, to the sum of \$95,242.36 annually, or \$7,936.86 monthly, effective May 1, 2016.

3. Notice of Lease Amendment – the parties hereby agree to execute and record an amendment to the Notice of Lease for the Original Lease as amended by this Second Amendment.

4. Nominee – Lessor and Lessee hereby acknowledge and agree that the Premises are and may continue to be used, collectively, by Lessee and its related affiliated entities, Island Road Materials, Inc. and Victor-Brandon Corp.

5. Approvals – Lessor hereby represents and warrants that it has obtained any and all required consents that may be required from any third parties, including without limitation, from Lessor’s lender, if any, to enter into this Second Amendment.

6. Prior Agreements – The Original Lease, as further amended by this Second Amendment, shall supersede any and all prior leases and agreements of the parties regarding the subject matter hereof.

7. Ratification of Lease – Except as specifically amended hereby; the Original Lease is hereby ratified confirmed in its entirety.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of June ____, 2016.

LESSOR:
NANTUCKET MEMORIAL AIRPORT COMMISSION

By: _____

LESSEE:
ISLAND BARGE, INC., VICTOR-
BRANDON CORP, ISLAND ROAD
MATERIALS, INC., OR NOMINEE

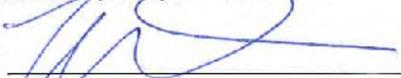
By:  PRES.
PRES. FOR EACH company

Exhibit B



Property Information

Property ID 78 4.3
Location OFF OLD SOUTH RD
Owner NANTUCKET ISLANDS LAND BANK



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Town and County of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Parcels updated December, 2014
Properties updated January, 2015

LICENSE AGREEMENT

THIS LICENSE AGREEMENT dated the ___ day of _____, 2016 by and between the Nantucket Airport Commission, (LICENSOR) with a principal place of business at 14 Airport Road, Nantucket, MA 02554 and Sayles' Seafood, (LICENSEE) with its principal address at 99 Washington Street, Nantucket, MA 02554.

A. The LICENSOR is the owner of record of a certain parcel of land located at Nobadeer Beach, Nantucket Massachusetts, (hereafter referred to as the "Land") and more particularly described in Exhibit A attached hereto. The Land is held for Airport purposes, and is now unoccupied.

B. The LICENSOR desires to grant a non-exclusive license in accordance with the terms hereof;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and the payment of which is hereby acknowledged, the parties hereby enter into a license agreement upon the terms and conditions set forth herein.

1. Grant of License. The LICENSOR hereby grants to LICENSEE a non-exclusive License to enter upon and use the Land subject to the following specified terms and conditions. The terms of this License are not to be construed as a grant of the exclusive use of the Land to the LICENSEE.

2. Term. The term of this License shall commence on July 1, 2016 and shall terminate on June 30, 2017 unless earlier terminated as set forth in Section 12, below. An extension or renewal of the term and conditions of this License, by an amendment to same, may be granted by the LICENSOR at its sole discretion.

3. Permitted Use. The rights of this License shall be exercised by the LICENSEE solely for the purpose of conducting occasional catered food functions upon the land, including any additional activities as approved in writing by the Airport Commission. Vehicles may use the worn vehicle paths and are prohibited from the sand dunes. LICENSEE shall notify LICENSOR of each event date, start and end time and anticipated attendance, no less than five (5) business days prior to the event.

4. License Fees. In consideration for the use of this License, the LICENSEE agrees to pay the LICENSOR the following annual business fee of \$1,500, prior to exercising this License.

5. Conduct.

a. Entry and use under this License by the LICENSEE and its contractors, agents, representatives, employees, assignees and invitees, shall, at all times, be subject to review and control by duly designated representatives of the LICENSOR.

b. During the exercise of rights hereby granted, LICENSEE shall at all times conduct itself so as not to interfere with operation of the LICENSOR within the Land or LICENSOR'S property adjacent to the land.

c. The LICENSOR shall have the right, at all reasonable times, to enter onto and inspect the Land and to make such improvements or repairs as it reasonably deems necessary.

d. LICENSEE shall observe and obey directives from the authorized representative of the LICENSOR, as well as all other applicable laws, statutes, ordinances, regulations and permitting or license requirements.

e. The LICENSEE, its contractors, agents and/or representatives shall provide and maintain an emergency contact person and telephone number with the LICENSOR'S representative during the term hereof.

f. The LICENSEE shall be solely responsible for the upkeep and maintenance of the Licensed Premises. Such maintenance shall include, but not be limited to, the removal of debris from areas frequented by the LICENSEE. The Town will continue to empty the Town trash barrels.

6. Limited Use of Space. The space shall be used and occupied by LICENSEE solely for its intended use stated above. The space may not be used for any other purpose. No other commercial activity of any kind whatsoever shall be conducted by LICENSEE in, from, or around the space without written consent of the LICENSOR. The LICENSEE agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the LICENSOR. LICENSEE shall assure that no fireworks, balloons, kites, or any other obstacle will be present on the premises, which might interfere with the operation of the Airport.

7. LICENSOR Rights Reserved. LICENSOR reserves for itself the following rights, which LICENSEE agrees to observe, and LICENSEE agrees that the same may be exercised by LICENSOR and that any such exercise of said rights shall not be deemed to effect an eviction or to render LICENSOR liable for damages by abatement of the license fee or otherwise to relieve LICENSEE from any of its obligations.

a. 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 LICENSEE agrees to comply.

b. To enter upon any premises and facilities of the LICENSEE upon reasonable advance notice 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 LICENSOR. LICENSOR in such case is to use its best efforts to avoid disruption of LICENSEE's operation.

8. APPROVALS AND PERMITS. All local licenses and permits are the responsibility of the LICENSEE. Copies are to be provided to the Airport Manager's office and kept on file. The obligations of the LICENSEE are conditional upon his obtaining and holding all said approvals, permits and licenses necessary for the operation of a mobile food concession, from all agencies, boards and officers having jurisdiction over the same.

9. INSURANCE: THE LICENSEE SHALL DEPOSIT WITH THE LICENSOR A SINGLE-EVENT INSURANCE CERTIFICATE FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THE EVENT.

Additional insured:

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

Indemnification. LICENSEE shall indemnify and hold harmless the LICENSOR, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of the LICENSEE but not limited to those for death, for bodily injuries, or for property damage arising out of the acts or omissions of the LICENSEE, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons using LICENSEE's premises or otherwise arising out of any acts or omissions of the LICENSEE's employees, members, agents, and representatives, with the exception of Town of Nantucket/Nantucket Memorial Airport's gross negligence or willful misconduct.

Liability Insurance. The LICENSEE shall maintain, with respect to the leased premises, comprehensive public liability insurance, in the amount of \$1,000,000, with property damage insurance in limits of \$500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the LICENSEE as well as LICENSOR against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

10. **General Use of Airport and Facilities:** LICENSOR shall have the right to operate in the manner authorized by proper governmental authority and agencies, and shall have the following specific rights and privileges:

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

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

c. The LICENSOR retains the continuing right in the subject property to prevent the erection or growth of any building, structure, tree, or other objects extending in to the airspace (10 feet above ground level) and to remove from said airspace, at the LICENSEE's expense or at the sole option of the LICENSEE, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other object now upon, or which in the future may be upon the property together with the right of ingress to, passage over, and egress from LICENSEE's property for the above purposes. Exceptions to the ten foot height limitation will be reviewed individually upon written submission by LICENSEE.

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

e. The LICENSEE for themselves, their heirs, personal representatives, successors in interest and assigns do hereby agree that if any services or activities are to be offered, performed or conducted upon the Land that:

In the exercise of the rights and privileges granted for the furnishing of services to the public, LICENSEE will:

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

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

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

g. The LICENSEE for themselves, their heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, do hereby covenant and agree as a covenant running with the land 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 DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR, PART 21, Nondiscrimination in Federally assisted Programs of the Department of Transportation, and as said Regulations may be amended.

h. The LICENSEE for themselves, their personal representatives, successors in interest, and assigns as a part of the consideration hereof, do hereby covenant and agree as a covenant running with the land that:

(1) no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities

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

(3) that the LICENSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR PART 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

11. Independent Contractor. It is agreed that LICENSEE is an independent contractor hereunder and not an agent or employee of LICENSOR with respect to its acts or omissions.

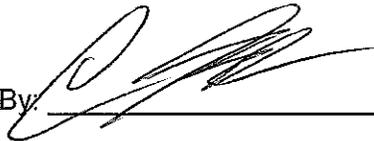
12. Breach of Covenants. That in the event of breach of any of the above covenants, the Nantucket Memorial Airport shall have the right to terminate the License and to re-enter and repossess said premises and the facilities thereon, and hold the same as if said License had never been made or issued.

13. Assignment. This License is not transferable and no privilege contained herein may be sublet or assigned to any other person or organization without the express written consent of the Licensor.

IN WITNESS HEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument the day and year first written above.

LICENSEE: Sayles' Seafood

LICENSOR: Nantucket Memorial Airport
Commission

By:  _____

By: _____
Daniel W. Drake, Chairman

Print: C Sayle III

Date: 6/2/10



**AGREEMENT BETWEEN
THE TOWN OF NANTUCKET, MASSACHUSETTS
AND
COMPUTER ASSISTANCE SERVICES**



THIS AGREEMENT made effective _____, 2016, 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 **Computer Assistance Services** 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) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
 - (e) 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 Date:

Date:

Date:

CONTRACTOR:

David Schuyler Kuhl
Print Name: David Schuyler Kuhl

Title: Principal *SK*

FEIN: 20-1004349

Date: 7/7/2016

Approved as to Funds Available:

Brian E. Turbitt, Director of Municipal Finance, or
Bob Dickinson, Assistant Town Accountant

CONTRACT EXHIBIT A

CONTRACTOR, SCOPE OF WORK, TERM

1. **Name of Contractor:** Computer Assistance Services

2. **State of Incorporation:** MA

3. **Principal Office Address:** 2 Windy Way #105
Nantucket, MA 02554

4. **Description of Services**

The successful contractor will be on call 24/7/365 with a minimum four (4) hour response time, to provide technical assistance and system administration to the Airport, both on site and remotely and will need to provide a cell phone number that is staffed 24/7. The contractor will be responsible for troubleshooting and correcting computer and software problems and maintaining and upgrading the Network to prepare for future needs and to prevent technical difficulties. Specific responsibilities include, but are not limited to, the following:

A. Initial Assessment – Review of the inventory, assessment of the system architecture and equipment for efficiency, recommendations for improving routine support criteria and eliminating emergency maintenance situations.

B. Desktop application Support – Performance of basic support functions, including the installation of PC's, laptops, PDA's, smart boards, printers, peripherals and office software; diagnosis and correction of desktop applications problems, configuring of PC's and laptops for standards applications; identification and correction of user hardware problems, with advanced troubleshooting as needed.

C. Server and Workstation Administrative Services

- Management of networks and computer systems, including complex applications, databases, messaging, servers and associated hardware, software, communications, and operating systems, necessary for performance, security, reliability, and recoverability of the systems, including, but not limited to, monitoring server disc space, backups and updates.
- Scheduling of preventative maintenance for equipment in the areas of coverage is properly and promptly performed; maintenance of records for all services performed for both onsite visits and telephone support; development of operations and quality assurance to insure backup plans and procedures are being followed.
- Configuration management, including changes, upgrades, patches, etc is maintained; management of user's are documented; and support of software products relating to servers and workstations; timely response to repair and maintenance work for the user.
- Changes or patches are to come from the OEM or software provider. The Airport shall be responsible for licensing costs either independently or through the CONTRACTOR where applicable.

D. Network Administration Services

- Maintenance and support of network equipment, including switches, firewalls, routers and other security devices is included.
- Installation and maintenance of printers, scanners, network devices et al; analysis, routing configuration changes, and installation of patches and upgrades; alert notifications in case of failure of equipment.
- Proactive monitoring of network equipment, including performance indicators to report on threshold limitations; network performance and capacity management services; continuous troubleshooting are required.
- Maintenance documentation for daily, weekly and monthly services performed is required
- Parts for maintenance are not to be included in the cost proposal. The cost proposal shall include rates for labor only.
- Airport may elect to purchase hardware or software through Contractor upon acceptance of a written proposal or through use of a State Contract.

E. Email, Security and Backup Efforts

- Maintenance of Airport email accounts using the agency domain, adding, changing, and/or deleting employee accounts as requested; maintenance of virus detection programs on the servers and user computers and laptops; performance of periodic security audits (at least quarterly), including notification of suspected breaches of security to the Airport Administration are required.
- Configuration of the Airport systems to enable remote access in a secure environment, with provisions for remote access administration, as requested by the Airport Administration is required.
- Maintain the requirements for the Airport's data backup policy, with procedures in place to handle daily, weekly, and monthly backup of the computer, data and information, email, and the like; program to restore systems and data if servers and/or computers go down, are required, in addition to ensuring that staff is properly using auto-archive from Outlook email.
- A complete list of user names and passwords are to be provided to the Airport Manager or his/her designee which will be kept in a secure environment.

F. Strategic Planning – Planning and design services for major systems enhancements, including installations and upgrades of new or existing systems. Examples may include server upgrades, storage system upgrades, redesign of backup systems, VOIP System upgrades, etc. Provide technical leadership for server technology issues. Make recommendations for future purchasing and technology needs. Install new servers, software and hardware and transfer data when acquired.

5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):**
Office Manager
6. **Term of Agreement (§3.1):** July 1, 2016 – June 30, 2019
7. **Completion Date (§3.2):** June 30, 2019
8. **Additional Insurance Coverage (§6.2(e)):**

CONTRACT EXHIBIT B

PAYMENTS

1. Lump Sum Method

- a. **Maximum Project Amount:** Not to exceed \$207,000.00 over the term of the Contract based on the following hourly rates. Any work exceeding this amount will require a written contract amendment.

Hourly Rate – Normal Business hours (Monday-Friday 8:00 AM - 4:00 PM)

Holidays/Weekends and after hours – From 4:01 PM – 8:00 AM Monday - Friday, all day Saturday and Sunday and holidays as defined by the Town of Nantucket.

Rate in Figures:	Normal Business Hours	Holidays/Weekends/After Hours
Year 1: 7/1/16 – 6/30/17		
In Person	\$ 110 /Hour	\$ 110 /Hour
Remote & Phone	\$ 110 /Hour	\$ 110 /Hour
Year 2: 7/1/17 – 6/30/18		
In Person	\$ 115 /Hour	\$ 115 /Hour
Remote & Phone	\$ 115 /Hour	\$ 115 /Hour
Year 3: 7/1/18 - 6/30/19		
In Person	\$ 120 /Hour	\$ 120 /Hour
Remote & Phone	\$ 120 /Hour	\$ 120 /Hour

- b. **Payment Increments:** Contractor shall submit monthly detailed invoices by the fifteenth of each month following the month of service. CONTRACTOR understands Fiscal Year End invoices (June) may be required sooner than the fifteenth; and if not received on time, will require Town Meeting approval prior to payment being submitted.
- c. **Reimbursable Expenses** (if any): Necessary cable. Wires, connections with prior approval.

ATTACHMENT B

CERTIFICATION OF TAX COMPLIANCE:

Pursuant to Mass General Laws, Chapter 62C, s. 49A, I certify under the penalties of perjury, that I, to my best 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.

20-1004349

Federal Employer ID Number



By: D. Schuyler Kuhl , President

NON-COLLUSION STATEMENT:

Pursuant to Mass General Laws, Chapter 701 of the Acts of 1983, the undersigned certifies under the penalties of perjury that this Proposal or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



Signature of person

Computer Assistance Services

Company

D. Schuyler Kuhl

Name of person - Please Print



TOWN OF NANTUCKET
CONTRACT AMENDMENT #1
with
NEW ENGLAND FIRE EQUIPMENT & APPARATUS CORP.

Project Name: Oshkosh T-1500 Parts

Amendment Number: One

Agreement made this _____ day of _____, 2016 by the Town of Nantucket, Nantucket Memorial Airport (hereinafter "TOWN") and New England Fire Equipment & Apparatus Corp. (hereinafter "CONTRACTOR").

WHEREAS, on or about the 10th day of June, 2016, the parties hereto entered in a written contract, copies of which are hereby incorporated by reference; and

WHEREAS, the parties hereto have mutually agreed to modify certain terms of said contract;

NOW THEREFORE, in consideration of mutual benefits, the same previous contract referred to, is hereby modified and changed in the following manner:

***Amend Item 4. Increase Amount in both first and second sentence from \$415.00 to \$497.94 (an increase of \$82.14).
Any work exceeding this amount (\$497.94) will require a written contract amendment.***

HOWEVER, each and every one of the other provisions and conditions of said previous contract shall be made and remain in full force and effect, and this amendment shall change said contract only so far as specified herein. This project may be subject to budgetary limits, limiting total funds available hereunder.

THIS AMENDMENT shall be effective as of the 17th day of June, 2016 and shall continue through the 30th day of September, 2016 unless continued by agreement of the parties in writing prior to said termination date.

IN WITNESS WHEREOF, we have hereunto joined in the Agreement as of the date first above written.

CONTRACTOR

NANTUCKET MEMORIAL AIRPORT COMMISSION:

James E. Feehan, President

Daniel W. Drake, Chairman Date

Approved as to Funds Available

Brian E. Turbitt, Director of Municipal Finance
Or Bob Dickenson, Assistant Town Accountant



AGREEMENT BETWEEN
THE TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT
AND



NEW ENGLAND FIRE EQUIPMENT & APPARATUS CORP.

This AGREEMENT, effective the June 10, 2016, made by and between the TOWN OF NANTUCKET, acting by and through its Airport Commission, (hereinafter, the "AIRPORT") and NEW ENGLAND FIRE EQUIPMENT & APPARATUS CORP., 10 Stillman Road, New Haven, CT 06473 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 September 1, 2016 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 Airport Commission, 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 in the amount of \$415.00 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 \$415.00 without the express prior written approval of the Airport Commission.

5. The parties acknowledge that the CONTRACTOR is an independent contractor and not an employee of the AIRPORT. The CONTRACTOR shall not be entitled to any employment fringe benefits to which AIRPORT employees are entitled.

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.

IN WITNESS THEREOF:

CONTRACTOR


Print name: James E. Feehan

Title: President

Date: 6-07-16

NANTUCKET MEMORIAL AIRPORT COMMISSION:

 6/10/16
Daniel W. Drake, Chairman Date:

 6/10/16

 6/10/16

FEIN/SSN: 06-1439094

Department Org./Obj. Code: **65482-52403**

As to the Availability of Funds:


Brian E. Turbitt, Director of Municipal Finance, or
Bob Dickinson, Assistant Town Accountant

16604998

EXHIBIT A

1. Description of Services:
Supply and ship parts for 1989 Oshkosh T-1500 ARFF Vehicle
 - (1) MC Products Water Level Sender Unit #4554460
 - (1) MC Products Foam Level Sender Unit #4572400

2. Other payment terms: 100% payment upon receipt of parts and submission of CONTRACTOR'S invoice and approval of invoice by the AIRPORT.

3. Insurance Required (if any):
 - (a) 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.

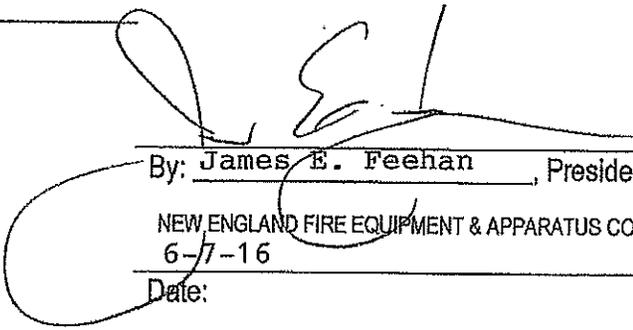
EXHIBIT B

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.

06-1439094

Federal Employer Identification Number

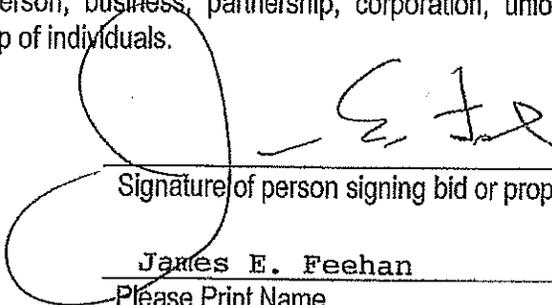

By: James E. Feehan, President

NEW ENGLAND FIRE EQUIPMENT & APPARATUS CORP.
6-7-16

Date:

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.


Signature of person signing bid or proposal

6-7-16
Date

James E. Feehan
Please Print Name

Name of Business: New England Fire Equipment & Apparatus Corp.



**AGREEMENT BETWEEN
THE TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT
AND
FRANKLIN PAINT COMPANY**



This AGREEMENT, effective the _____, 2016, made by and between the TOWN OF NANTUCKET, acting by and through its Airport Commission, (hereinafter, the "AIRPORT") and Franklin Paint Company, 259 Cottage Street, Franklin, MA 02038, (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 August 1, 2016, 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 Airport Commission, 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 \$3,024.00 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 \$3,024.00 without the express prior written approval of the Airport Commission.

5. The parties acknowledge that the CONTRACTOR is an independent contractor and not an employee of the AIRPORT. The CONTRACTOR shall not be entitled to any employment fringe benefits to which AIRPORT employees are entitled.

IN WITNESS THEREOF:

FRANKLIN PAINT COMPANY

NANTUCKET MEMORIAL AIRPORT COMMISSION:

Print name: _____

Daniel W. Drake, Chairman

Title: _____

Date: _____

FEIN/SSN: 04-2048476

Department Org/Obj. Code: **65482 - 52409**

As to the Availability of Funds:

Brian Turbitt, Director of Finance, or
Bob Dickinson, Assistant Town Accountant

EXHIBIT A

1. Description of Services: Supply FAA Compliant Paint for Runway and Taxiway Markings:
 - 240 Gallons Yellow #2015-5
2. Other payment terms: 100% payment upon delivery, submission of CONTRACTOR'S invoice and approval of invoice by the AIRPORT.
3. Insurance Required (if any):
 - (a) 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.

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.

04-2048476

Federal Employer Identification Number

By: _____, President

FRANKLIN PAINT COMPANY

Date:

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature

Date

Please Print Name



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):		DEPARTMENT NAME: Massachusetts Department of Transportation	
Legal Address: (W-9, W-4, T&C): 18 Broad St, Nantucket, MA 02554		MMARS Department Code: DOT	
Contract Manager: Thomas Rafer		Business Mailing Address: 1 Harborside Drive, Ste. 205N, East Boston, MA 02128	
E-Mail:		Billing Address (if different):	
Phone: 508-325-5300 Fax: 508-325-5306		Contract Manager: Thomas Mahoney	
Contractor Vendor Code: VC6000191899		E-Mail:	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		Phone: 617-412-3680 Fax: 617-412-3679	
MMARS Doc ID(s): CT DOT 1300 16ACKTOOLSRE		RF/Procurement or Other ID Number: 16ACKTOOLSRE	
___ NEW CONTRACT		<u>X</u> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)		Enter Current Contract End Date <u>Prior</u> to Amendment: 06/30/2016	
<input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department)		Enter Amendment Amount: \$ _____. (or "no change")	
<input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget)		AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)	
<input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)		<input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget)	
<input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget)		<input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget)	
<input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form , scope, budget)		<input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget)	
<input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following <u>MassDOT TERMS AND CONDITIONS (T&C)</u> has been executed, filed with CTR and is incorporated by reference into this Contract.			
<input checked="" type="checkbox"/> <u>MassDOT Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u>			
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 MassDOT/Commonwealth owed debts under 815 CMR 9.00.			
<input type="checkbox"/> <u>Rate Contract</u> (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"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$35,276.17.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting <u>accelerated</u> 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: <input checked="" type="checkbox"/> 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.) ARFF Tools & Equipment and Purchase SRE. Bid process contested and delayed the notice to proceed. Hence requesting extension of CT			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
<input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> .			
<input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> .			
<input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> 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 and MassDOT from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2017 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 " <u>Effective Date</u> " 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 MassDOT 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:		AUTHORIZING SIGNATURE FOR MassDOT:	
X:  Date: <u>June 30, 2016</u> (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: Daniel Drake		Print Name: Jeffrey DeCarlo	
Print Title: Chairman		Print Title: Administrator	



U.S. Department of Transportation
Federal Aviation Administration

GRANT AGREEMENT

PART I – OFFER

JUN 29 2016

Date of Offer

Airport/Planning Area

Nantucket Memorial Airport

AIP Grant Number

3-25-0033-065-2016

DUNS Number

606287670

TO: Nantucket Airport Commission

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 28, 2016, for a grant of Federal funds for a project at or associated with the Nantucket Memorial Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Nantucket Memorial Airport (herein called the "Project") consisting of the following:

Upgrade Public Address System and Flight Information Display System; and Security Enhancements,
which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$575,100. The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 - \$0 for planning
 - \$575,100 for airport development or noise program implementation
 - \$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before July 13, 2016**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the

purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. System for Award Management (SAM) Registration And Universal Identifier.

- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers
1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of

the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent for land project.
18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.
20. **Ban on Texting While Driving.**
 - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
 1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR part 1200.

22. AIP Funded Work Included in a PFC Application:

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated October 3, 2003 attached to AIP grant 3-25-0033-040-2005, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

24. The FAA, in tendering this offer on behalf of the United States, recognizes the existence of an agency relationship between the Town of Nantucket, Massachusetts, as principal, and the Massachusetts Aeronautics Commission, as agent, created by an Agreement of Agency dated June 21, 1972, which is incorporated herein by reference. The sponsor agrees that said Agreement of Agency will not be amended, modified or terminated without the prior written approval of the FAA.

25. Plans and Specifications Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
- C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Gail Lattrell

(Typed Name)

Acting Manager, Airports Division

(Title of FAA Official)

PART II - ACCEPTANCE

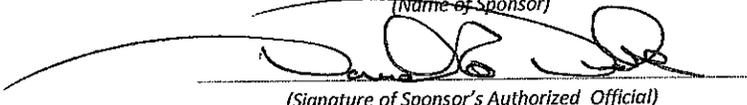
The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 30th day of June, 2016.

Nantucket Airport Commission

(Name of Sponsor)



(Signature of Sponsor's Authorized Official)

By: Daniel W. Drake
(Typed Name of Sponsor's Authorized Official)

Title: Chairman
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, WILLIAM HEWIG, III, acting as Attorney for the Sponsor do hereby certify:
(Typed Name of Sponsor's Attorney)

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the Commonwealth of Massachusetts. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Boston (location) this 1 day of July, 2016.

By: 
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



1100 N. Glebe Road, Suite 500,
Arlington, VA 22201
Tel. 571-218-1000
Fax 571-218-1304

Construction Change Directive

PROJECT: Nantucket Airport Air Traffic Control Tower Modernization
 CHANGE ORDER NUMBER: 15 (reference Maron's PCO#15)
 DATE: 5/8/16
 PROJECT NUMBER: FCYC0301
 OWNER
 ARCHITECT:
 CONTRACTOR:
 FIELD:
 OTHER
 TO CONTRACTOR:
 Maron Construction
 180 Bullonkolo Drive
 PROVIDENCE, RI 02909
 CONTRACT DATE: 7/14/15

CONTRACT FOR: ACK-ATCT Modernization

You are hereby directed to make the following changes to the contract:
 (Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives).

Per request by FAA, Maron Construction has provided Time and Materials work proposal to remove excess data wire from the 2nd floor. This was not captured in the original contract document.

Proposed Adjustments:

- The proposed basis of adjustment to the Contract Sum:
 - Lump Sum:
 - Unit Price of:
 - Credit of:
 - As follows: \$770.00
- The Contract Time is proposed to remain unchanged. The proposed adjustment, if any: _____

(Note: This Change Order does not include changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and the Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, OWNER, AND FEDERAL AVIATION ADMINISTRATION (FAA)

ARCHITECT (Firm name) JACOBS	CONTRACTOR (Firm name) Maron Construction Inc.	OWNER (Firm name) Nantucket Memorial Airport	FAA
ADDRESS: 1100 N. Glebe Road, Suite 500, Arlington, VA 22201	ADDRESS 180 Bullonkolo Drive PROVIDENCE, RI 02909	ADDRESS 14 Airport Road Nantucket, MA 02554	ADDRESS
BY (Signature) David Choi	BY (Signature) 	BY (Signature) 	BY (Signature)
(Typed name) David Choi	(Typed name) Thomas Rafter	(Typed name) Thomas Rafter	(Typed name) R. Dickerson
DATE 5/8/16	DATE 5/10/16	DATE 5/9/16	DATE 5/12/16

CAUTION: You should sign an original Contract Document, on which this text appears in red. An original assures changes will not be obscured.

BOB DICKERSON, FINANCE 7/6/16



MARON CONSTRUCTION CO., INC.

180 BUTTONHOLE DRIVE, PROVIDENCE, RHODE ISLAND 02909
PO BOX 6726, PROVIDENCE, RHODE ISLAND 02940
401.272.4930 - (FAX) 401.751.7192
WWW.MARONCONSTRUCTION.COM

May 5, 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 0015

Greetings:

The following cost is provided for the authorized T & M work to remove excess data wire from the 2nd floor. Therefore:

Brite Lite	\$693.36
GC OH & profit	\$69.34
Bond	<u>\$7.30</u>
Total add	\$770.00

Very truly yours,

Thomas Maron

Cc: David Coppola, Jacobs



AN EQUAL OPPORTUNITY EMPLOYER

BRITE-LITE ELECTRICAL CO. INC

11 Front Street
Weymouth, MA 02188
Tel: 781-340-9102
Fax: 781-340-1674

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

28-Apr-16

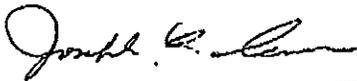
Re: Modernization of the Air Traffic Control Tower, nantucket Airport

Change Proposal 'E'

Supply labor to remove excess datat wiring from the 2nd floor on a T&M basis as requested and directed.

Material Breakdown: (see attach)	\$0.00
Labor Breakdown: 8.0 man Hr. @\$57.77/Hr.	\$462.16
30% of labor only: F.I.C.A.; Gen. Liability, Workman's Comp.;etc.	\$138.65
20% Overhead, Profit on Material & Labor only	\$92.43
Estimating Cost: 0.0 man Hr. @\$75.00/Hr.	\$0.00
Subtotal	\$693.24
Additional Bond Premiums @ 0.0170%	\$0.12
Total Change Proposal ADD	\$693.36

Sincerely,



Joseph K. Curran (President)

Approved & Accepted By: _____

Date: _____

JOB WORK ORDER

BRITE-LITE ELECTRICAL CO., INC.

14536

11 FRONT STREET
WEYMOUTH, MA 02188
(781) 340-9102 Fax (781) 340-1674

CUSTOMER'S ORDER NO.		PHONE	MECHANIC	HELPER	DATE OF ORDER
BILL TO FAA		ORDER TAKEN BY			STARTING DATE 3/21/16
ADDRESS		<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> EXTRA			
CITY					
JOB NAME AND LOCATION NANTUCKET AIRPORT					JOB PHONE
DESCRIPTION OF WORK 2ND FLOOR					

**DEMO ALL EXISTING TO REMAIN
DATA/VOICE DROPS. CLEAN UP BACK TO
RM 213**

2 MEN 4HRS EACH

TIME VERIFICATION. DC

Handwritten signature: Randolph White, Clerk of the Works

DATE COMPLETED	WORK ORDERED BY	TOTAL MATERIALS	
		TOTAL LABOR	
		TAX	
		TOTAL AMOUNT	\$

Signature

Handwritten signature

I hereby acknowledge the satisfactory completion of the above described work.

No one home

Total amount due for above work: or

Total billing to be mailed after completion of work

Tom Maron

From: Joseph Curran <jcurran@brite-lite-electrical.com>
Sent: Thursday, April 28, 2016 12:51 PM
To: 'David Coppola'
Cc: 'Dave Maron'; 'Steve Lambert'; 'Tom Maron'; pcurran40@comcast.net
Subject: RE: Nantucket Airport Project
Attachments: CCF04282016_00002.pdf; _Certification_.htm

Hello Dave,
Attached please find our change proposal "E" for the additional T&M work as requested below.
Regards,
Joe

From: Joseph Curran [<mailto:jcurran@brite-lite-electrical.com>]
Sent: Wednesday, March 09, 2016 4:25 PM
To: 'David Coppola'
Cc: 'Dave Maron'; 'Steve Lambert'; 'Tom Maron'; 'pcurran40@comcast.net'
Subject: RE: Nantucket Airport Project

Hello Dave,
Yes, I copied Paul on this and you can direct him to proceed whenever you are ready.
Regards,
Joe

From: David Coppola [<mailto:davec@mccri.com>]
Sent: Wednesday, March 09, 2016 4:19 PM
To: 'Joseph Curran'
Cc: 'Dave Maron'; 'Steve Lambert'; 'Tom Maron'
Subject: RE: Nantucket Airport Project

Joe, The airport would like to remove the excess data wiring on the second floor. Would you agree to T&M for this?

Regards
Dave

From: Joseph Curran [<mailto:jcurran@brite-lite-electrical.com>]
Sent: Wednesday, March 09, 2016 3:14 PM
To: davec@mccri.com
Cc: 'Dave Maron' <dmaron@mccri.com>; 'Steve Lambert' <lambertsteve87@yahoo.com>
Subject: Nantucket Airport Project

Hello Dave,

Attached please find our requisition # 3 for period ending 03/31/2016 on the above referenced project. If this requisition is modified in any way please notify our office immediately.

Regards,
Joe



1100 N. Glebe Road, Suite 500,
Arlington, VA 22201
Tel. 571-218-1000
Fax 571-218-1304

Construction Change Directive

PROJECT: Nantucket Airport Air Traffic Control Tower Modernization	CHANGE ORDER NUMBER: 16 (reference Maron's PCO#16) DATE: 7/6/16 PROJECT NUMBER:FCYC0301	OWNER <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER <input type="checkbox"/>
TO CONTRACTOR: Maron Construction 180 Buttonhole Drive PROVIDENCE, RI 02909	CONTRACT DATE:7/14/15	
CONTRACT FOR: ACK-ATCT Modernization		

You are hereby directed to make the following changes to the contract:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives).

Maron Construction has provided Time and Materials work proposal for the following extra work at the airport: to repair existing grounding system by installing box over ground rod and providing backfill, and refeed existing security panels on northwest wall.

Proposed Adjustments:

- The proposed basis of adjustment to the Contract Sum:
 - Lump Sum :
 - Unit Price of :
 - Credit of:
 - As follows: \$2071.00**
- The Contract Time is proposed to remain unchanged. The proposed adjustment, if any: _____

(Note: This Change Order does not include changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and the Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, OWNER, AND FEDERAL AVIATION ADMINISTRATION (FAA)

ARCHITECT (Firm name) JACOBS	CONTRACTOR (Firm name) Maron Construction Inc.	OWNER (Firm name) Nantucket Memorial Airport	FAA
ADDRESS: 1100 N. Glebe Road, Suite 500, Arlington, VA 22201	ADDRESS 180 Buttonhole Drive PROVIDENCE, RI 02909	ADDRESS 14 Airport Road Nantucket, MA 02554	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)	BY (Signature)
<i>David Choi</i>			
(Typed name) David Choi	(Typed name)	(Typed name)	(Typed name)
DATE 7/6/16	DATE	DATE	DATE

Bob Dickinson, Assistant Town Accountant

CAUTION: You should sign an original Contract Document, on which this text appears in red. An original assures changes will not be obscured.



MARON CONSTRUCTION CO., INC.

180 BUTTONHOLE DRIVE, PROVIDENCE, RHODE ISLAND 02909
PO BOX 6726, PROVIDENCE, RHODE ISLAND 02940
401.272.4930 - (FAX) 401.751.7192
WWW.MARONCONSTRUCTION.COM

June 28, 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 0016

Greetings:

The following cost is provided for the authorized T & M work to perform various electrical items. Therefore:

Brite Lite	\$1864.21
GC OH & profit	\$ 186.42
Bond	<u>\$ 20.37</u>
Total add	\$2071.00

Very truly yours,

Thomas Maron

Cc: David Coppola, Jacobs



AN EQUAL OPPORTUNITY EMPLOYER

BRITE-LITE ELECTRICAL CO. INC

11 Front Street
Weymouth, MA 02188
Tel: 781-340-9102
Fax: 781-340-1674

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

17-Jun-16

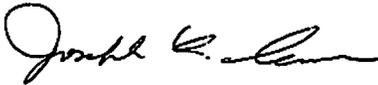
Re: Modernization of the Air Traffic Control Tower, nantucket Airport

Change Proposal 'F'

- 1.) Dig up and repair existing grounding system. Install box over ground rod and connections and backfill. See attached additional Work order slip 14547
- 2.) Pipe and pull wire to refeed existing security panels. Pipe and pull wire for existing (3) circuits on northwest wall. See attached additional Work order slip 14546.

Material Breakdown: (see attach)	\$325.63
Labor Breakdown: 17.0 man Hr. @\$57.77/Hr.	\$982.09
30% of labor only: F.I.C.A.; Gen. Liability, Workman's Comp.;etc.	\$294.63
20% Overhead, Profit on Material & Labor only	\$261.54
Estimating Cost: 0.0 man Hr. @\$75.00/Hr.	\$0.00
	Subtotal
	\$1,863.89
Additional Bond Premiums @ 0.0170%	\$0.32
Total Change Proposal ADD	\$1,864.21

Sincerely,



Joseph K. Curran (President)

Approved & Accepted By: _____

Date: _____

JOB ID	99
NAME	GENERAL
SYSTEM	38 NANTUCKET WORK ORDER 14547

Brite-Lite Electrical Co., Inc.
 11 Front Street
 Weymouth, MA 02188

W.O.# 14547

DATE	PAGE
06/16/16	1
TIME	
12:47 PM	

Phone: 781-340-9102 FAX: 781-340-1678
 e-mail: cchu@brite-lite-electrical.com

ITEM #	DESCRIPTION	QTY	UNIT	MT ADJ	MT EXT	LR UNIT	LR ADJ	LR EXT
CAT #0 1	SPECIAL LABOR	12.00		1.00	0.00	1.00	1.00	12.00
	Sub-total				0.00			12.00
CAT #6 28	GRD RODS-GRD CLAMPS-CADWELD CAD WELD SHOT	8.00	23.50	1.00	188.00		1.00	0.00
	Sub-total				188.00			0.00
CAT #9 29	BOXES/RINGS/COVERS DIRECT BURIAL J-BOX	1.00	95.23	1.00	95.23		1.00	0.00
	Sub-total				95.23			0.00
	TOTAL				283.23			12.00

JOB WORK ORDER

BRITE-LITE ELECTRICAL CO., INC.
 11 FRONT STREET
 WEYMOUTH, MA 02188
 (781) 340-9102 Fax (781) 340-1674

14547

CUSTOMER'S ORDER NO.		PHONE	MECHANIC	HELPER	DATE OF ORDER	STARTING DATE
						6/6/16
BILL TO					ORDER TAKEN BY	
ADDRESS					<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> EXTRA	
CITY						
JOB NAME AND LOCATION						
NANTUCKET AIRPORT						
					JOB PHONE	

DESCRIPTION OF WORK

DIG UP AND REPAIR EXISTING
 GROUNDING SYSTEM. INSTALL BOX
 OVER GROUND ROD AND CONNECTIONS
 BACK FILL

1 MAN 12 HRS

Handwritten signature
 Clerk of the Works

	TOTAL MATERIALS		
	TOTAL LABOR		
	TAX		
DATE COMPLETED	WORK ORDERED BY	TOTAL AMOUNT	\$

Signature _____

No one home Total amount due for above work; or Total billing to be mailed after completion of work

I hereby acknowledge the satisfactory completion of the above described work.

JOB ID	99
NAME	GENERAL
SYSTEM	35 NANTUCKET WORK ORDER 14546

Brite-Lite Electrical Co., Inc.
 11 Front Street
 Weymouth, MA 02188

W.O. # 14546

DATE	PAGE
08/16/16	1
TIME	
12:47 PM	

Phone: 781-340-9102 FAX: 781-340-1678

e-mail: cchu@brite-lite-electrical.com

ITEM	DESCRIPTION	QTY	MT UNIT	MT ADJ	MT EXT	LBR UNIT	LBR ADJ	LBR EXT
CAT #0 1	SPECIAL LABOR	5.00		1.00	0.00	1.00	1.00	5.00
	Sub-total				0.00			5.00
CAT #3 3812	CONDUIT 3/4" EMT	10.00	0.80	1.00	7.95		1.00	0.00
	Sub-total				7.95			0.00
CAT #5 5307 5355	FITTINGS 3/4" EMT STEEL COMP CONN 3/4" EMT STEEL COMP COUP	2.00 4.00	1.18 1.28	1.00 1.00	2.35 5.10		1.00 1.00	0.00 0.00
	Sub-total				7.45			0.00
CAT #11 11132	WIRE 12 THHN STR CU	120.00	0.23	1.00	27.00		1.00	0.00
	Sub-total				27.00			0.00
	TOTAL				42.40			5.00

JOB WORK ORDER

14546

BRITE-LITE ELECTRICAL CO., INC.
11 FRONT STREET
WEYMOUTH, MA 02188
(781) 340-9102 Fax (781) 340-1674

DATE OF ORDER

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE 6/7/16
BILL TO				ORDER TAKEN BY
ADDRESS				<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> EXTRA
CITY				
JOB NAME AND LOCATION NANTUCKET AIRPORT				
				JOB PHONE

DESCRIPTION OF WORK

PIPE AND PULL WIRE TO REFEED EXISTING SECURITY PANELS

PIPE AND PULL EXISTING WIRE FOR (3) CKTS ON NORTH WEST WALL LABEL DEVICES

1 MAN 5 HRS

Parry Hill
Chief of the Works

	TOTAL MATERIALS		
	TOTAL LABOR		
	TAX		
DATE COMPLETED	WORK ORDERED BY	TOTAL AMOUNT	\$

ATCT MODERNIZATION CONSTRUCTION CHANGE ORDERS

Per Policy Adopted 01/12/16

	Change Orders Approved by Manager & Ratified	Pending Change Orders > \$10K
Maron Construction Contract	PCO 002 12/17/2015	PCO 13 Revised -2K 40,610.00 Approved 4/19/16
Previously Approved Change Orders	PCO 003 12/17/2015	PCO 14 Revised -\$100 23,197.00 Approved 4/19/16
Total Net Change Orders to Ratify	PCO 004 1/4/2016	
	PCO 5 2/1/2016	
New Contract Total	PCO 6 2/1/2016	
	PCO 7 2/1/2016	
Total new CO > \$10K to Approve	CO 9 2/3/2016	
Unresolved CCD Issues	CO 10 2/18/2016	
Pending New Contract Total	PCO 12 3/9/2016	
	Previously Approved/Ratified \$ 15,625.00	
0	New Change Orders since 4/19/16	Total Approved > \$10K \$ 63,807.00
	CO 15 \$ 770.00	
	CO16 \$2,071.00	
	Total new Change Orders to Ratify \$ 2,841.00	Total Pending > \$10K \$0.00
	Total Approved & Pending < \$10K 18,466.00	



Nantucket Memorial Airport

Monthly Statistical Report

(MAY 2016)



Nantucket Memorial Airport

Operations FY2015 vs. FY2016

			CY 2015						CY 2016					
			JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
FY 2016	ITINERANT	Air Carrier	280	310	162	56	0	0	1	0	0	0	145	954
		Air Taxi	11,164	10,138	7,886	6,157	4,360	3,461	3,025	2,444	2,897	3,326	5,054	59,912
		General Aviation	6,157	5,941	3,970	2,607	2,036	1,685	1,556	1,527	1,725	2,218	3,234	32,656
		Military	99	29	69	45	64	257	40	65	120	48	61	897
		TOTAL	Intinerant	17,700	16,418	12,087	8,865	6,460	5,403	4,622	4,036	4,742	5,592	8,494
LOCAL	TOTAL	Civil	22	5	30	32	5	16	6	8	0	2	14	140
		Military	13	0	0	12	0	0	0	18	0	0	0	43
		Local	35	5	30	44	5	16	6	26	0	2	14	183
	TOTAL	Operations	17,735	16,423	12,117	8,909	6,465	5,419	4,628	4,062	4,742	5,594	8,508	94,602
	% Change	5.53%	-5.99%	6.88%	5.27%	3.01%	-21.02%	6.61%	4.61%	-11.83%	-22.40%	-9.64%		

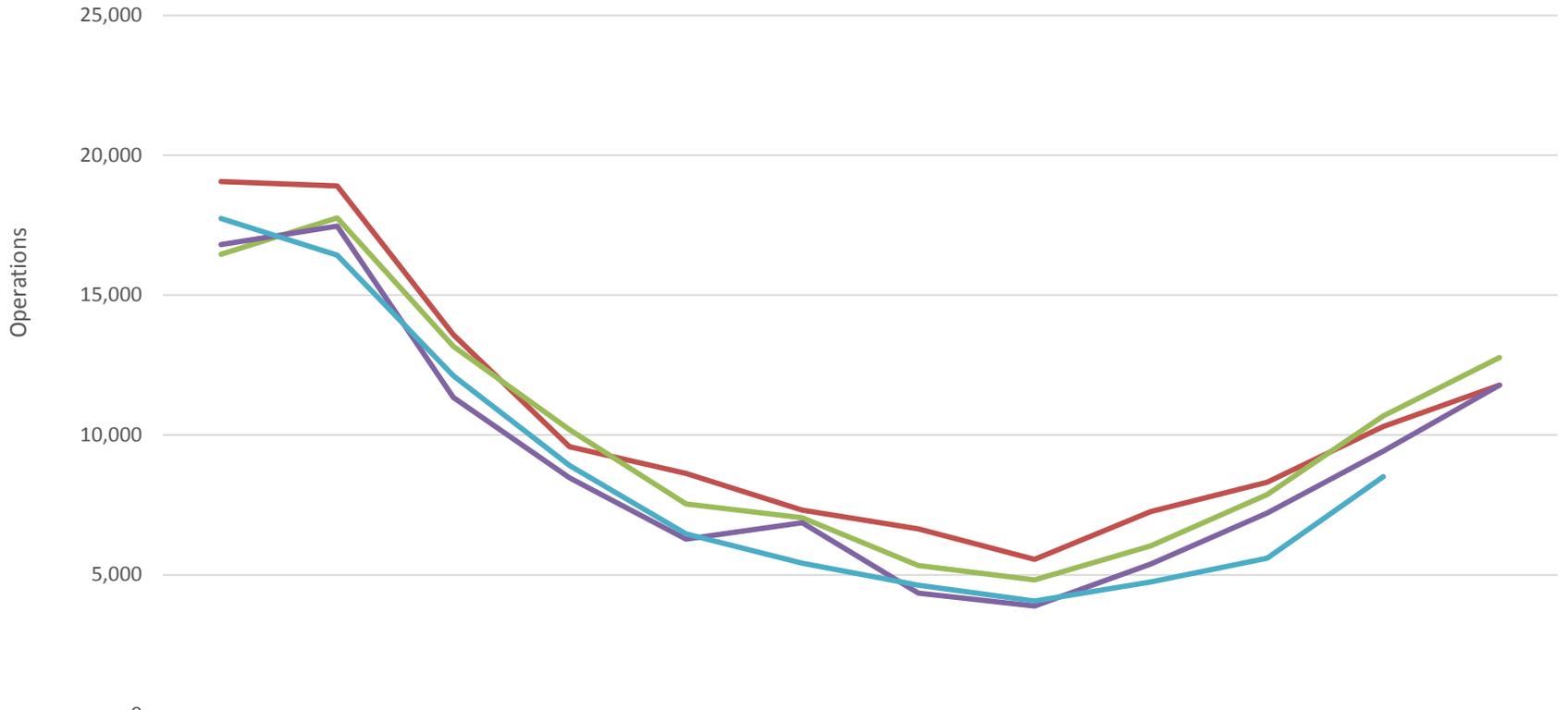
May 2015 vs. May 2016 Down -9.64%
YTD Down - 2.91%

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	TOTAL	% Change
Operations FY2012	17,069	16,571	11,730	9,580	7,892	8,238	6,966	6,103	5,928	7,966	7,618	105,661	
Operations FY2013	19,062	18,899	13,589	9,581	8,624	7,309	6,645	5,546	7,257	8,305	10,302	115,119	8.95%
Operations FY2014	16,459	17,761	13,170	10,184	7,532	7,040	5,329	4,821	6,031	7,870	10,675	106,872	-7.16%
Operations FY2015	16,805	17,470	11,337	8,463	6,276	6,861	4,341	3,883	5,378	7,209	9,416	97,439	-8.83%
Operations FY2016	17,735	16,423	12,117	8,909	6,465	5,419	4,628	4,062	4,742	5,594	8,508	94,602	-2.91%



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	4,742	5,594	8,508	



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	1,382	1,632	2,736		36,529
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	3,587		33,390
Nantucket Air (ACK)	1,580	1,540	1,275	1,347	868	1,054	1,423	1,093	1,465	1,340	1,540		14,525
Tradewind Aviation	1,218	1,387	666	199	111	162	13	12	32	50	569		4,419
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	2,879	3,022	8,432		122,715
% Change Prior Year	-3.21%	-6.34%	-2.21%	-2.72%	-10.21%	-61.52%	-34.66%	-49.58%	-52.22%	-60.27%	-23.62%		

May 2015 vs. May 2016 Down -23.62%
YTD Down -15.88%

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	TOTAL	% Change
Enplanements FY 2012	31,199	31,788	18,774	12,012	9,029	8,752	6,729	7,047	7,627	9,674	12,381	155,012	
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	155,481	0.30%
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	154,288	-0.77%
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	145,879	-5.45%
Enplanements FY 2016	31,250	33,252	18,822	11,246	6,007	2,752	2,766	2,287	2,879	3,022	8,432	122,715	-15.88%



Nantucket Memorial Airport

Operations and Enplanements May FY2015 vs. FY2016

AIRLINE	OPERATIONS			ENPLANEMENTS		
	FY15 May	FY16 May	% Diff.	FY15 May	FY16 May	% Diff.
Cape Air (KAP)	437	538	23%	2,401	2,736	14%
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)	602	0	-100%	4269	0	-100%
JetBlue Airways	48	67	40%	2494	3,587	44%
Nantucket Air (ACK)	325	274	-16%	1,489	1,540	3%
Tradewind Aviation	140	176	26%	386	569	47%
USAirways (Air Wisconsin - AWI)	Closed	Closed	0%	Closed	Closed	0%
Monthly Total	1,552	1,055	-32%	11,039	8,432	-24%



Nantucket Memorial Airport

Cape Air and Jet Blue 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	
March	1001	203	4.93	9	55%	16%	865	
April	1231	211	5.83	9	65%	-4%	1286	1294
May	2130	286	7.45	9	83%	17%	1820	2128

Nantucket Memorial Airport Total Passenger Enplanements JET BLUE 100 SEATS (BOSTON)								
		2016					2015	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
February	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
March	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
April	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
May	776	16	48.50	100	49%	1%	771	881



Nantucket Memorial Airport

Jet Blue Average Load Factors for ACK-DCA

Nantucket Memorial Airport Total Passenger Enplanements JET BLUE 100 SEATS (DCA)								
	2016				2015			
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
February	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
March	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
April	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
May	206	5	41.20	100	41%	#DIV/0!	0	0



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	
March	247	58	4.26	9	47%	61%	153	
April	244	52	4.69	9	52%	-12%	278	265
May	416	69	6.03	9	67%	15%	362	336



Nantucket Memorial Airport

Cape Air Average Load Factors for ACK-HPN

Nantucket Memorial Airport Total Passenger Enplanements CAPE AIR 9 Seats (HPN)								
		2016					2015	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	0	0	#DIV/0!	9	#DIV/0!	#DIV/0!	0	0
February	0	0	#DIV/0!	9	#DIV/0!	#DIV/0!	0	0
March	0	0	#DIV/0!	9	#DIV/0!	#DIV/0!	0	0
April	0	0	#DIV/0!	9	#DIV/0!	#DIV/0!	0	0
May	9	3	3.00	9	33%	-40%	15	13



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	
March	59	18	3.28	9	36%	638%	8	
April	56	21	2.67	9	30%	1020%	5	
May	22	49	0.45	9	5%	340%	5	

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	
March	1465	246	5.96	9	66%	-9%	1613	
April	1340	239	5.61	9	62%	-22%	1727	
May	1540	274	5.62	9	62%	3%	1489	



Nantucket Memorial Airport

Jet Blue Average Load Factors for ACK-JFK

Nantucket Memorial Airport Total Passenger Enplanements JET BLUE 100 SEATS (JFK)								
	2016				2015			
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
February	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
March	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
April	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
May	2605	46	56.63	100	57%	51%	1723	2000



Nantucket Memorial Airport

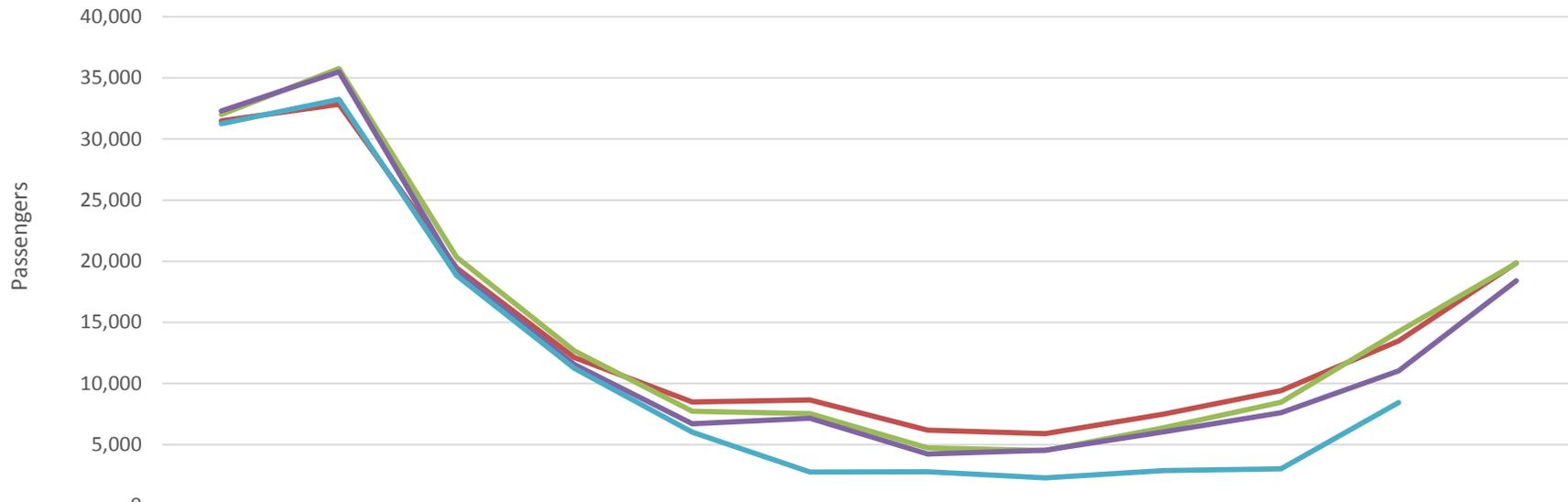
Cape Air Average Load Factors for ACK-MVY

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	
March	75	29	2.59	9	29%	-18%	91	
April	101	30	3.37	9	37%	-15%	119	117
May	159	31	5.13	9	57%	-22%	204	173



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	2,879	3,022	8,432	



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	8,265.00	14,978.00	77,123.00		1,085,972.00
	13.18%	-4.69%	17.92%	0.70%	-36.68%	-12.01%	52.82%	151.41%	66.67%	-11.13%	26.93%		

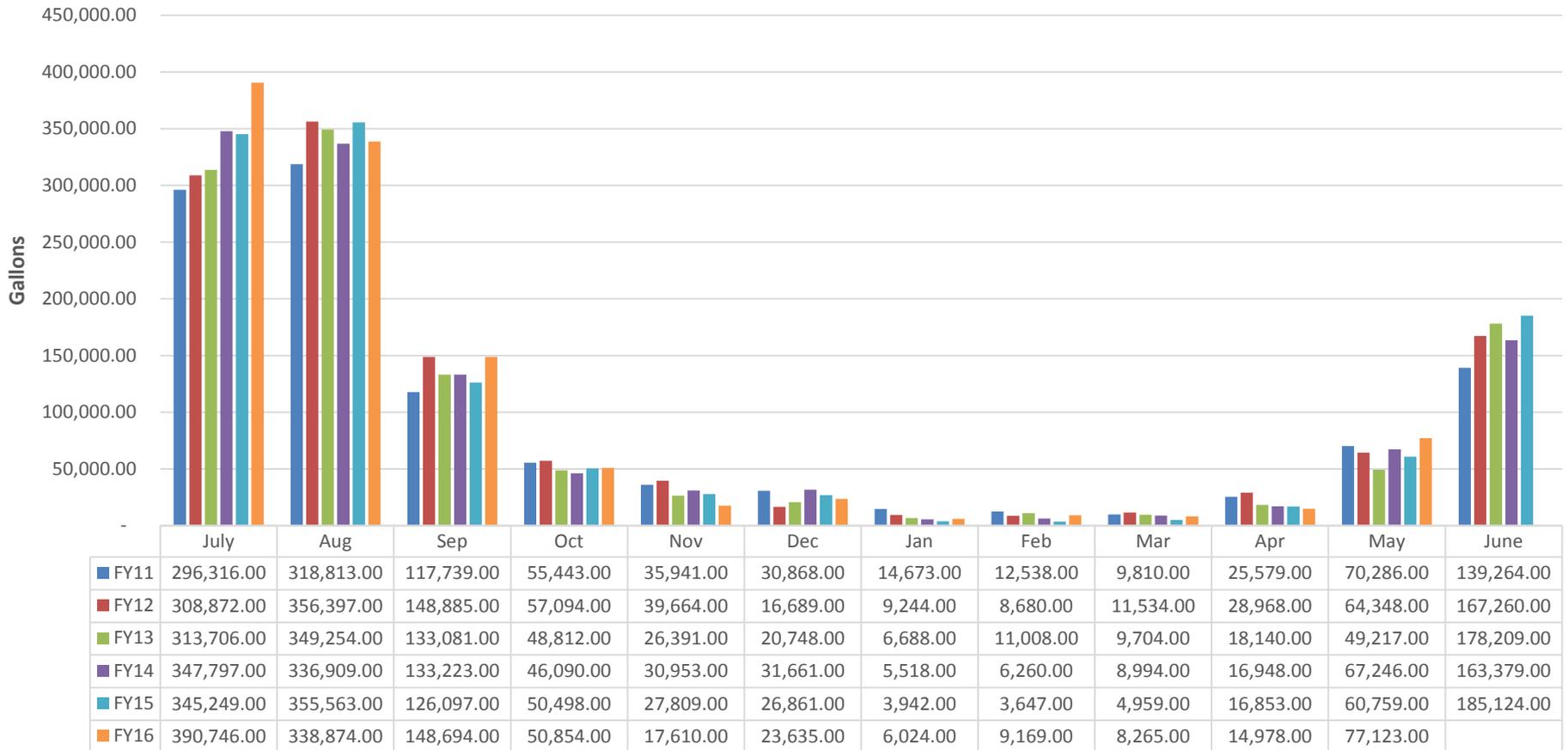
May 2015 vs. May 2016 Up 26.93%
YTD Up 6.23%

	<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>YTD Total</u>	% Change
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	9,810.00	25,579.00	70,286.00	988,006.00	
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	11,534.00	28,968.00	64,348.00	1,050,375.00	6.31%
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	9,704.00	18,140.00	49,217.00	986,749.00	-6.06%
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	8,994.00	16,948.00	67,246.00	1,031,599.00	4.55%
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	4,959.00	16,853.00	60,759.00	1,022,237.00	-0.91%
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	8,265.00	14,978.00	77,123.00	1,085,972.00	6.23%



Nantucket Memorial Airport

Monthly Jet A Gallons Sold
Per Fiscal Year



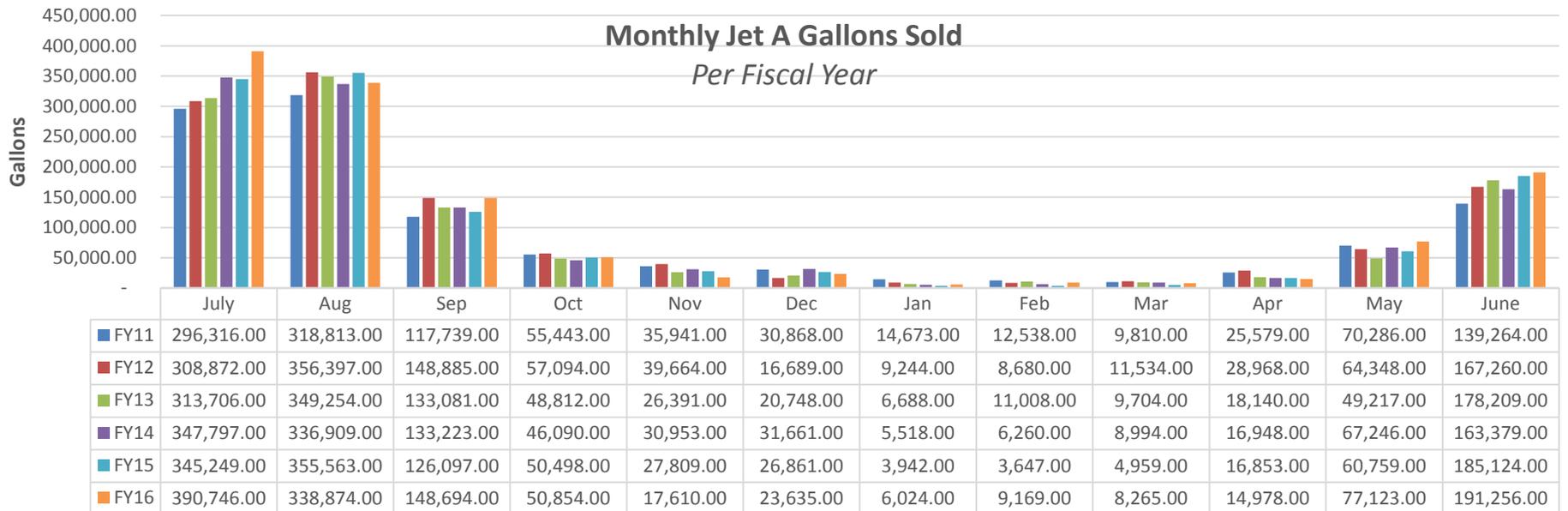


Nantucket Memorial Airport

June vs. June UP 3.31%

Jet A

	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	14,978.00	77,123.00	191,256.00	1,277,228.00
	13.18%	-4.69%	17.92%	0.70%	-36.68%	-12.01%	52.82%	151.41%	66.67%	-11.13%	26.93%	3.31%	5.79%





Nantucket Memorial Airport

AvGas Gallons Sold FY2011 vs. FY2016

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
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	4,275.60	9,889.40		103,971.60
	-3.1%	0.53%	31.2%	4.27%	14.20%	8.46%	53.48%	0.65%	40.78%	3.53%	-1.39%		

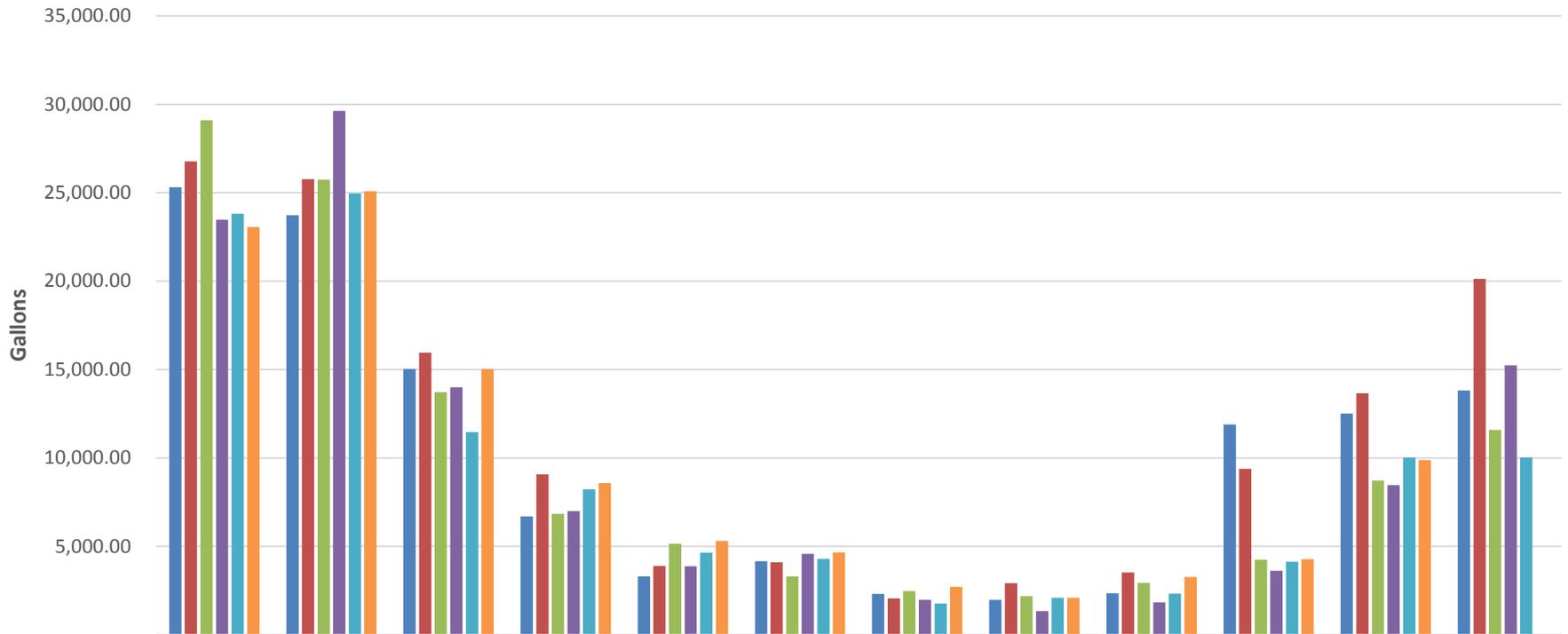
May 2015 vs. May 2016 Down – 1.39%
YTD Up 6.40%

	July	Aug	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	YTD Total	% Change
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	2,339.20	11,885.80	12,514.70	109,237.50	
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	3,527.60	9,389.20	13,661.80	117,112.30	7.21%
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	2,927.00	4,245.30	8,719.60	104,411.90	-10.84%
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	1,836.00	3,616.00	8,465.30	99,784.10	-4.43%
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	2,323.80	4,130.00	10,028.50	97,716.80	-2.07%
2015 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	3,271.40	4,275.60	9,889.40	103,971.80	6.40%



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	3,271.40	4,275.60	9,889.40	



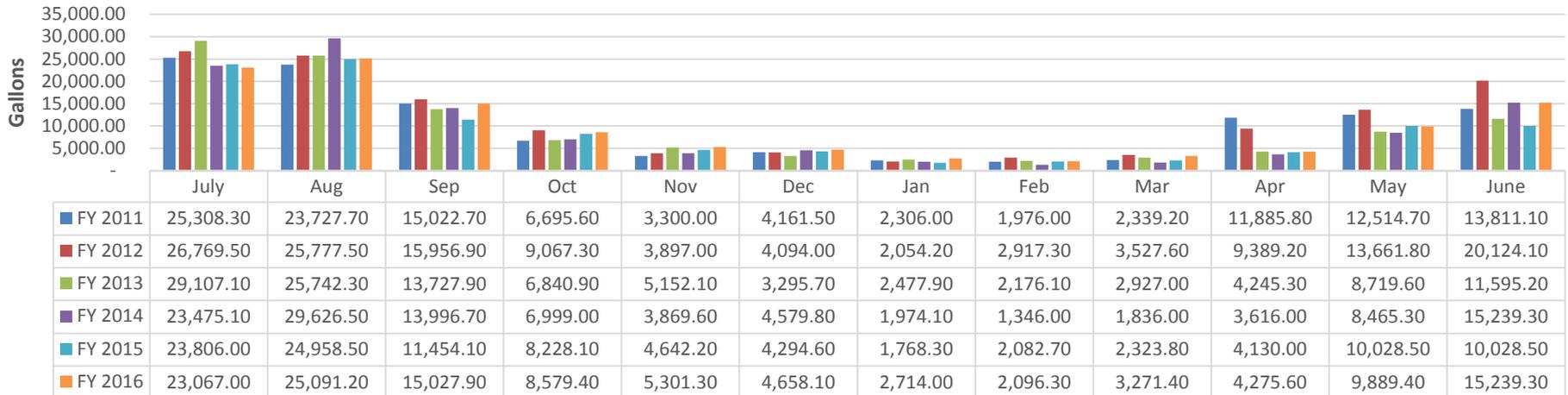
Nantucket Memorial Airport

June vs. June Down Up 51.96%

Avgas 100LL

	July	Aug	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	June	YTD Total
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	2,339.20	11,885.80	12,514.70	13,811.10	123,048.60
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	3,527.60	9,389.20	13,661.80	20,124.10	137,236.40
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	2,927.00	4,245.30	8,719.60	11,595.20	116,007.10
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	1,836.00	3,616.00	8,465.30	15,239.30	115,023.40
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	2,323.80	4,130.00	10,028.50	10,028.50	107,745.30
2015 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	3,271.40	4,275.60	9,889.40	15,239.30	119,211.10
	-3.10%	0.53%	31.20%	4.27%	5.44%	8.46%	53.48%	0.65%	40.78%	3.53%	-1.39%	51.96%	10.64%

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	35,394	48,455	56,612	
Island Air (ISA)	closed	closed	closed	closed	closed	closed						
Wiggins-FedEx							27,214	25,306	44,135	50,304	71,410	
Wiggins-UPS							5,623	1,953	5,939	5,373	4,942	
Monthly Total							69,527	62,038	85,468	104,132	132,964	
% Change Prior Year							-30.45%	-38.01%	-38.35%	-30.56%	-25.35%	

May 2015 vs. May 2016 Down - 25.35%
YTD Down - 15.14%

Freight	July	Aug	Sep	Oct	NOV	DEC	JAN	FEB	MAR	APR	MAY	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	149,372.00	170,032.00	211,802.00	2,085,783.00	
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	140,523.00	159,985.00	205,932.00	1,955,912.00	-6.23%
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	141,791.00	169,638.00	226,575.00	2,218,094.00	13.40%
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	119,438.00	163,665.00	192,298.00	1,991,531.00	-10.21%
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	138,638.00	149,962.00	178,113.00	1,929,345.00	-3.12%
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	85,468.00	104,132.00	132,964.00	1,637,301.00	-15.14%



Nantucket Memorial Airport

June 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	0	10	15	183	-12.44%



Nantucket Memorial Airport

June Noise Complaint Summary:

June 2016 – 15 Noise Complaints

- 6 complaints were received from 5 residents regarding IFR flights.
- 6 complaints were received from 4 residents regarding VFR flights. All 6 were the result of aircraft operating within noise abatement corridors.
- 2 complaints were received from 1 resident regarding General Aviation helicopter operations.
- 1 complaint was not investigated: not enough information was provided.

Follow up by Airport staff was provided for 13/14 complaints (93%).

Registration Form

Check here if updated contact information has been provided.

Mr./Ms. (circle one) First Name Tom Last Name Rafter
 Title Airport Manager
 Airport/Company Nantucket Memorial Airport
 Address 14 Airport Rd
 City/State/Zip Nantucket, MA 02554
 Primary Number 508 325 5300 Secondary Number (Call or Fax, circle one) _____
 Email Address trafter@nantucketairport.com Member # (if applicable) 160901

If you require any special assistance to participate or have special dietary requirements, email aaameetings@aaae.org.

Registration Fees (please check all appropriate fees):

Early Bird	Regular
On or Before 8/19/16	After 8/19/16

National Airports Conference

Meeting #160901, October 2-4, 2016



Accredited Airport Executives®

The NAC is worth 12 credits in the Airport Management Continuing Education Unit (CEU) program.

Meeting #160901

- | | | |
|---------------------------|---|--------------------------------|
| 1. AAAE/IAAE Member | <input checked="" type="checkbox"/> \$610 | <input type="checkbox"/> \$730 |
| 2. Non-Member | <input type="checkbox"/> \$780 | <input type="checkbox"/> \$860 |
| 3. Airport Tour | <input type="checkbox"/> Free | <input type="checkbox"/> Free |

AAAE/Southwest Chapter AAAE Accreditation Final Interview Workshop

Meeting #161005, October 1, 2016

Meeting #161005

- | | | |
|------------------------|--------------------------------|--------------------------------|
| 1. All Attendees | <input type="checkbox"/> \$225 | <input type="checkbox"/> \$325 |
|------------------------|--------------------------------|--------------------------------|

Concurrent Session: AAAE Essentials of Airport Business Management Workshop*

Meeting #161006, October 1-2, 2016



Accredited Airport Executives®

The workshop is worth 12 credits in the Airport Management Continuing Education Unit (CEU) program.

Meeting #161006

- | | | |
|---------------------------|--------------------------------|--------------------------------|
| 1. AAAE/IAAE Member | <input type="checkbox"/> \$425 | <input type="checkbox"/> \$525 |
| 2. Non-Member | <input type="checkbox"/> \$525 | <input type="checkbox"/> \$600 |

* If registering for either the AAAE Essentials of Airport Business Management Workshop AND the NAC, you will receive a \$50 discount on total amount due. Please deduct from your total.

For more program information, contact Barbara Cook, AAAE, at 703.824.2161, or email barbara.cook@aaae.org. For more registration information, contact Jonna Thoma, AAAE, at 703.797.2578, or email jonna.thoma@aaae.org.

NOTE: AAAE reserves the right to cancel this program if the number of registrants is insufficient. In this event, we will notify all registrants and refund the registration fee in full. However, any costs incurred by the registrant, such as hotel cancellation or airline penalties, are the responsibility of the registrant. Confirmation letters will be emailed to attendees within two weeks of receipt of registration. If you have not received a confirmation letter via email two business days prior to the meeting, and you enrolled at least two weeks prior to the meeting, please contact the AAAE Meetings Department at 703-824-0564. Non receipt of the confirmation letter before the meeting is not justification for seeking a refund. If you are a AAAE Academic Member or U.S. federal/government employee, email aaameetings@aaae.org for potentially discounted registration fees.

Registrations and cancellations must be submitted in writing. Cancellation requests received before September 16, 2016, are subject to a \$125 processing fee and will be processed after the meeting takes place. There will be no refunds after this date. Substitutions will be accepted without penalty and no-shows will be billed. For all inquiries regarding cancellations and refunds, please contact the AAAE Meetings Department at 703.824.0564 or email aaameetings@aaae.org.

Method of Payment (in U.S. dollars drawn on a U.S. bank, made payable to AAAE) Check appropriate fees above

Enclosed is my check made payable to AAAE



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AMERICAN ASSOCIATION OF AIRPORT EXECUTIVES | THE BARCLAY BUILDING | 601 MADISON STREET | ALEXANDRIA, VA 22314 | FAX 703.797.9018

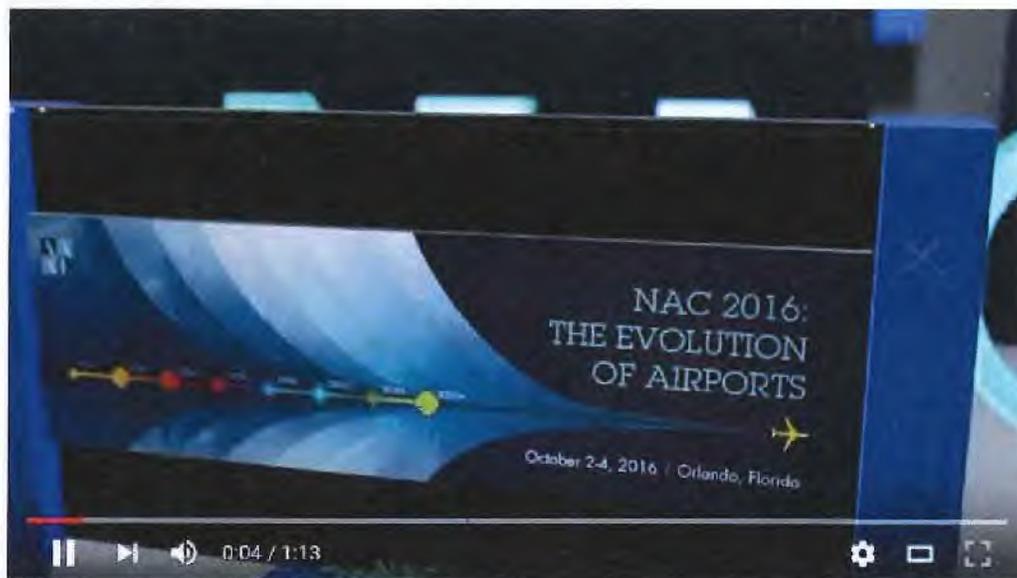
Photocopies of this form will be accepted. AAAL accepts registration regardless of race, religion, sexual orientation, sex, physical disability and national or ethnic origin. This includes but is not limited to admissions, employment and educational services.

Janine Torres

From: AAAE <aaaemeetings@aaae.org>
Sent: Monday, June 06, 2016 1:20 PM
To: Janine Torres
Subject: National Airports Conference | Registration is Now Open

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"NAC is perfect for networking and building invaluable relationships. The sessions reflect current airport issues and lessons learned from airport professionals." Kelly L. Campbell, A.A.E., Executive Director, Lubbock Preston Smith International Airport, NAC Chair

"Connections are foundational to the strength of the aviation industry. The National Airports Conference adds to aerial connections by providing aviation stakeholders a unique opportunity to connect on federal affairs, industry partner issues, and AAAE internal committee concerns. Like me, everyone should plan to be there and make all the connections they can." Alvester T. Coleman, A.A.E., Deputy Airport Director, Fayetteville Regional Airport, NAC Vice Chair

For more information and to register, [click here](#).

Hotel Information

Rooms are being held at the [Hilton Orlando Lake Buena Vista Hotel](#), 1751 Hotel Plaza Boulevard, Lake Buena Vista, Florida, 32830; phone