NANTUCKET MEMORIAL AIRPORT COMMISSION
November 8, 2016
Agenda

1. Announcements - 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. 10/11/16 Draft Minutes
   d. 10/11/16 Workshop Minutes
   d. Ratify 10/19/16 and 11/2/16 Warrants

3. Public Comment

4. 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. **091316-3** McGrath Family Trust request to Sub-Lease to Allies Air Freight, LLC

5. Pending Leases/Contracts as Set Forth on Exhibit 1, which Exhibit is Herein Incorporated by Reference

6. MassDOT Grant Award & Related Grant Assurances Acceptance
   a. **110816-1** Airfield Electrical Vault Modification
   b. **110816-2** Interactive Employee Training System / Upgrade Public Address & Flight Information Display Systems
   c. **110816-3** Update Grant Signing Letter of Authorization

7. Finance
   a. **101116-3** FY18 Capital Requests Update
   b. **110816-4** FY18 Operating Budget

8. **071216-1** Flat Roof Building Disposition Discussion

9. **122215-1** Air Service Update

10. **050916-1** Nobadeer Farm Development Update

11. Manager's Report
    a. Project Updates
       i. Modernization of the Air Traffic Control Tower
    b. RFP/Bid Status
       i. Engineering Firm Recommendation
    c. Operations Update
    d. Statistics
    e. 2017 Commission Meeting Date Calendar

12. Sub-Committee Reports

13. Commissioner's Comments

14. Public Comment

15. 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, 5/9/16, 6/10/16, 7/12/16, 8/9/16, and 9/13/16 for possible release; and 10/11/16 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, and
    d. Clause 3: To discuss strategy with respect to pending litigation related to the closure of Island Airlines. The Chair has determined that an open session may have a detrimental effect on the litigation position of the Airport Commission.

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

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
October 11, 2016

The meeting was called to order at 5:00 pm by Acting Chairman Arthur Gasbarro with the following Commissioners present: Jeanette Topham, and Anthony Bouscaren.

Commissioner Andrea Planzer participated remotely by phone due to geographical distance.

Chairman Daniel Drake was absent.

The meeting took place in the 1st floor Community room at the Public Safety Facility, 4 Fairgrounds Rd. Nantucket MA.

Airport employees present were: Thomas Rafter, Airport Manager, David Sylvia, Compliance Manager, and Janine Torres, Office Manager

Mr. Gasbarro announced the meeting was being audio and video recorded.

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

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

Mr. Gasbarro asked for comments on or corrections to the 9/13/16 draft Minutes. Hearing none, the minutes were approved.

Ms. Topham made a **Motion** to ratify the 9/21/16 and 10/5/16 warrants. **Second** by Mr. Bouscaren and **Passed** unanimously by the following roll-call vote:

Ms. Planzer – Aye
Mr. Bouscaren – Aye
Ms. Topham – Aye
Vice Chair Gasbarro - Aye

Public Comment
Ms. Topham announced former Airport Commissioner Sonny Raichlen passed away. A moment of silence was held.

Pending Matters

042214-2 Formerly Used Defense Site (FUDS) Status – Mr. Rafter reported the Army Corps of Engineers (ACE) accepted Airport comments to the draft Remedial Investigation Report. A public comment period will follow. ACE has advised the final report should be expected something around March, 2017.

011315-2 General Fund Repayment Proposal and Discussion of In-Kind Services – Mr. Rafter indicated we are still awaiting information from the Brian Turbitt, Town Finance Director, to address questions received by the Federal Aviation Administration (FAA).

091316-3 McGrath Family Trust request to Sub-Lease to Allies Air Freight, LLC– Mr. Rafter reported Airport Counsel has drafted the Landlord Consent to Sub-Lease, which upon approval and full execution, will be forwarded to MassDOT for approval. The Consent includes the right for the Commission to evict the sub-tenant directly, should the sub-tenant violate and Airport Rules or Regulations. Ms. Topham made the **Motion** to approve the Landlord Consent to Sub-Lease. **Second** by Mr. Bouscaren and passed unanimously by the following roll-call vote**:**

Ms. Planzer – Aye
Mr. Bouscaren – Aye
Ms. Topham – Aye
Vice Chair Gasbarro - Aye

Pending Leases and Contracts

Mr. Rafter presented the following Contracts:

- Gilbert Holdgate Drilling Inc., $9,000 to perform repair and maintenance to geothermal wells, expiring 12/30/16 and funded by the Operating Budget.
- Shipsview, Inc, $63,950 to paint the fuel farm pipe system, expires 11/30/16 and funded by the Capital Budget.

Mr. Bouscaren made a **Motion** to approve the contracts as presented. **Second** by Ms. Topham and **Passed** unanimously by the following roll-call vote:

Ms. Planzer – Aye
Mr. Bouscaren – Aye
Ms. Topham – Aye
Vice Chair Gasbarro - Aye

101116-2 - Re-affirm 10 Sun Island Road Parcels for Non-Aeronautical Use – Mr. Rafter reminded the Commission of the 9/16/03 Commission vote to declare the entire Delta Parcel as non-aeronautical use, and the subsequent direction from the FAA to release smaller portions as needed. In order to request release of the land from the FAA in order to move forward with the Request for Proposals (RFP) to lease the land for non-aeronautical use, needs the Commission's reaffirmation to do so.

After brief discussion to clarify the location of the specific parcels, consisting of approximately 5 acres, east of the ball fields parking area, and between Nantucket Storage Center and the boat storage lot, Mr. Bouscaren made a **Motion** to re-affirm the portion of the Delta Property known as 10 Sun Island Road as surplus for non-aeronautical use. **Second** by Ms. Topham, and **Passed** unanimously by the following roll-call vote:

Ms. Planzer – Aye
Mr. Bouscaren – Aye
Ms. Topham – Aye
Vice Chair Gasbarro - Aye

Finance

- **101116-3 FY18 Capital Requests** – Mr. Rafter shared the list of planned FY18 Capital Requests presented to the Long Range Plans/Policy Sub-committee last week, prior to the deadline to submit to the Finance Dept. noting some estimates still need to be revised. The Airport will be meeting with the Capital Committee on November 11th.
- **Long Term Capital** – Mr. Rafter reported Town Finance is instituting software for long-term capital planning that will allow for more streamlined planning.
- **FY18 Operating Budget Timeline** – Mr. Rafter reported staff is beginning to work on FY18 budget which is due to Town Finance by 11/21/16. A draft will be presented at the November 8th Commission Meeting. Mr. Rafter is currently scheduled to meet with the Town Manager on December 13th, the same day as the December Commission Meeting and will seek a postponement to allow the Commission to see final version first.

Mr. Gasbarro questioned the scope of the Capital item request, ATCT Phase II for $75K. Mr. Rafter answered it is, for the most part, to provide the Air Traffic Control Tower personnel an additional restroom, de-scoped from the original modernization project.

101116-4 Airport Gas Estoppel Certificate – Mr. Rafter presented a revised Estoppel Certificate provided by Airport Counsel to replace the version submitted by Blue Hills Bank after Airport Counsel noted several concerns of the original document.

Mr. Gasbarro noted the As-Built provided is six years old and as a general rule, should require up-to-date plans with all legal documents.

Mr. Bouscaren mad a **Motion** to endorse the Estoppel Certificate provided by Airport Counsel for Airport Gas Lease Parcel to Blue Hills Bank. **Second** by Ms. Topham and **Passed** unanimously by the following roll-call vote:

Ms. Planzer – Aye
Mr. Bouscaren – Aye
Ms. Topham – Aye
Vice Chair Gasbarro - Aye

071216-1 Flat Roof Building Disposition Discussion – Mr. Rafter continues to work on a draft RFP to allow for flexibility for the highest and best use to the Airport.

122215-1 Air Service Update – Mr. Rafter reported Island Shuttle's FAA Certificate is still pending. Senator Warren's office responded to Mr. Rafter's request for assistance in the FAA's process; but has not received any further information.

Rectrix Shuttle is provided limited service to Hyannis with the hopes to increase service soon.

Mr. Rafter is working collectively with Martha's Vineyard and Hyannis Airports in developing an RFP for an air service development consultant.

050916-1 Nobadeer Farm Development Update – Mr. Rafter is working with the Town's housing needs consultant to obtain some pro-forma information.

Mr. Rafter met earlier in the day with FAA Compliance and Land Use Specialist, Jorge Panteli, who provided comments to the draft land release request.

Mr. Rafter reported the appraisal for the development is expected any day.

Manager's Report – Mr. Rafter reported:
Project Updates

- **ATCT** – Contractor will be on site next week to work on punch list items including a substantial roof leak.
- **Vault Room** – Contractor will be submitting a construction schedule. Project has a ninety-day timeframe but will not be a contiguous ninety days. He planned finish will is April/May of 2017.
- **Interactive Employee Training & Public Address/Flight Information Display System projects** are both in the contractor submittal stages. Both projects should begin in the next couple of months.
- **Security Camera** project is a MassDOT, 100% funded, project to install perimeter cameras and is currently working with staff on the schedule.
- The FAA is reviewing the Independent Fee Estimate obtained for the FY18 Airport Improvement Plan Project: **North Ramp Pavement Rehab (Area 3) & Replace Portion of Perimeter Fencing**

RFP/Bid Status – Mr. Rafter reported:

- Seven (7) Proposals were received for the On-call engineering Request for Qualifications and are currently being evaluated. Interviews will most likely be scheduled.
- The Contract for $63K approved earlier for the painting of the fuel farm pipes was the result of an Invitation to Bid to which the Airport had budgeted $100K
- Parking Access Revenue Control System (PARCS) consulting services, approved by the Long Range Plans/Policy Sub-Committee, was quoted much higher than anticipated. Two more quotes must be obtained.
- Gift Shop space Request for Proposals is still being drafted.

Operations – Mr. Rafter reported:

- JetBlue has extended their service through October 28th.
- Preliminary meetings with Town Counsel are scheduled for upcoming Union negotiations.
- There's a tenant meeting scheduled for October 13, 2016 at 10:30 a.m.
- A reminder that Special Town Meeting is scheduled for October 17th. The Airport has one Article seeking supplemental borrowing authorization for the FY17 Capital Projects. Mr. Rafter will be in attendance should the Article be called for discussion.
- A contract will be forthcoming with an advertising consultant to help develop an advertising program.
- A Family Assistance Plan is being developed to establish a plan to assist the airlines should an aircraft accident occur.
- Airport Rules & Regulations are being updated and will be presented for Commission review after internal review is complete. It will also require a Public Hearing prior to approval by MassDOT.
- Nantucket Employee Empowerment Team (NEET) is planning its annual employee appreciation event for November 4, 2016 at the VFW.

Statistics – Mr. Rafter reviewed the August 2016 statistics:

- Operations are down 4.73% from August 2015; and down 5.8% last fiscal year-to-date (FYTD).

- Enplanements are down 7.2% from August 2015; and down 6% last FYTD.
- Jet A Gallons are up .75% from August 2015; and up 1.95% last FYTD.
- Jet A Gallons for September are down 2.35%
- AvGas Gallons are down .23% from August 2015; and up 6.6% last FYTD.
- AvGas Gallons for September are up 11.6%.
- Freight is down 31.6% from August 2015; and down 36% last FYTD.
- 19 Noise Complaints filed for August 2016. Down from 55 from August 2015.

Mr. Rafter announced the helipad at the Hospital was closed as of October 3rd due to planned hospital construction. All medivacs will be conducted at the Airport until construction is complete, most likely 1 1/2 years.

Sub-Committee Reports

- **Long Range Plans/Policy** – Mr. Gasbarro reported on the sub-committee held on 9/28/16 at which the on-going, labor intensive, issues of the current parking system were discussed at length; but also discussed the housing development project and FY18 Capital items. The Sub-Committee instructed Mr. Rafter to seek a quote from a consultant who specializes in revenue parking systems to recommend a system, compare operation methods, in-house vs. outsourcing; and advice on a fee structure to maximize revenue.

Commissioners Comments

Ms. Topham commented on an article in Airport Improvement Magazine regarding the Airport's use of VEOCI software. Mr. Rafter added, the cloud-based software, originally intended for Part 139 self-inspection and airport emergency notification, has been further developed and is now being used for purchase order requests, time off requests, lease management, and much more.

Mr. Gasbarro reported the Commission will ask Anderson & Kreiger, Airport Counsel, to draft an Airport Manager Contract.

Mr. Gasbarro asked the status of the Blade sub-lease. Mr. Rafter responded he continues to work with Airport Counsel on the correct process to address their violations.

Public Comment

None.

Having no further business for Open Session, Ms. Topham 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. The Chair has determined that an open session may have a detrimental effect on the negotiation/litigation position of the Airport Commission. 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. Also Clause 3 to discuss strategy with respect to pending litigation related to the closure of Island Airlines. The Chair has determined that an open session may have a detrimental effect on the litigation position of the Airport Commission. **Second** by Mr. Bouscaren and **Passed** unanimously by the following roll-call vote:

Ms. Planzer – Aye
Mr. Bouscaren – Aye
Ms. Topham – Aye
Vice Chair Gasbarro - Aye

Meeting adjourned at 5:49 pm

Respectfully submitted,

_____

Janine M. Torres, Recorder

Master List of Documents Used

10/11/16 Agenda including Exhibit 1
9/13/16 Draft Minutes
9/21/16 Warrant Signature Sheet
10/5/16 Warrant Signature Sheet
9/20/16 Email from Charette (ACE) to Karberg, Subject: Nantucket Airport FUDS MRS-1 RI Responses to Comments
McGrath Family Trust sublease to Allies Air Freight, LLC for Hangar 8.
Landlord Consent to Sublease McGrath Family Trust (Handout)
Gilbert Holdgate Drilling Inc Contract, $9,000 Exp. 12/30/16
Shipsview Inc Contract, $63,950, Exp 11/30/16
3/9/16 Airport Commission Minutes, Pages 2 & 3, including 3/8/16 Declaration of Surplus Property – 10 Sun Island Rd
FY18 Planned Capital Expenses
FY18 Departmental Budget Review Timeline
Fee Owners Estoppel Certificate to Leasehold Mortgage (Airport Gas)
Estoppel Certificate (A0396653.1) (Handout) August 2016 Statistics

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 TRAINING WORKSHOP
October 11, 2016

The meeting was called to order at 3:00 pm by Chairman Daniel Drake with the following Commissioners present: Vice Chair Arthur Gasbarro, Jeanette Topham, and Anthony Bouscaren.

Commissioner Andrea Planzer was absent.

The workshop took place in the 1st floor Community room at the Public Safety Facility, 4 Fairgrounds Rd. Nantucket MA.

Airport employees present were: Thomas Rafter, Airport Manager, Mae Williams, Administrative Assistant, and Janine Torres, Office Manager.

Jorge Panteli, Federal Aviation Administration (FAA) Compliance and Land Use Specialist (New England Region) conducted "Doing Business within your Grant Obligations" training which provided an overview of the grant assurance obligations, the framework to operate the airport within compliance, and a more detail discussion on the eight (8), out of thirty-nine (39), most common obligations:

#5 – Preserving Rights and Powers
#19 – Operation and Maintenance
#21 – Compatible Land Use
#22 – Economic Discrimination
#23 – Exclusive Rights
#24 – Fee & Rental Structure
#25 – Airport Revenue
#29 – Airport Layout Plan

After brief question and answer period, the meeting was adjourned at 4:35 p.m.

Respectfully submitted,

_____
Janine M. Torres Recorder

Master List of Documents Used
10/11/16 Training Agenda
FAA Grant Assurances
Power Point Presentation "Doing Business within your Grant Obligations" dated 10/11/16
Copy of the 11/20/1947 Supplemental Agreement between USA War Asset Administrator & Nantucket Airport Commission

Warrant 10/19/16

Please Sign and Date

10/11/16

Daniel Drake

10/11/16.

Arthur Gasbarro

Andrea Planzer

10/11/16

Jeanette Topham

Anthony G. Bouscaren

Batch # 7114	Total $109,631.17	Date 9-29-16	Initial AG DD JT AB	
Batch # 7134	Total $67,802.54	Date 10-6-16	Initial AG DD JT AB	
Batch # 7139	Total $64,530.37	Date 10-7-16	Initial AG DD JT AB	
Batch # 7143	Total $4,094.40	Date 10-7-16	Initial AG. DD JT AB	
Batch #	Total	Date	Initial	
Batch #	Total	Date	Initial	
Batch #	Total	Date	Initial	
Batch #	Total	Date	Initial	

Warrant 11/2/16

Please Sign and Date

Daniel Drake

Arthur Gasbarro 10/24/16

Andrea Planzer 10/27/16

Jeanette Topham 10/24/16

Anthony G. Bouscaren

Batch # 7162	Total $11,158.71	Date 10-13-16	Initial AG JT AP
Batch # 7190	Total $63,936.40	Date 10-18-16	Initial AG JT AP
Batch # 7209	Total 57,349.04	Date 10-21-16	Initial AG JT AP
Batch # 7217	Total 1,230.60	Date 10-21-16	Initial AG JT AP
Batch #	Total	Date	Initial
Batch #	Total	Date	Initial
Batch #	Total	Date	Initial
Batch #	Total	Date	Initial

Exhibit 1
Pending Leases/Contracts/Agreements
11/8/16

Type	With	Amount	Other Information	Source of Funding
Lease	Hangar Six, LLC (f/k/a M&R Aerodrome)	($1,542)	Ground Lease for Hangar Ten Year with 2 Five-Year Options	Income
Contract	Trillion Aviation LLC	$30,500	Consulting Services for Parking Access Revenue Control Systems (PARCS)	Capital
Contract	Airport Media Solutions LLC	$12,500	Consulting Services for Advertising Program	Operating

Pending as of Meeting Posting

NANTUCKET MEMORIAL AIRPORT COMMISSION
LEASE AGREEMENT

This **Lease Agreement** executed on the ___ day of _____, 2016, by and between the **TOWN ON NANTUCKET** acting by and through the **NANTUCKET MEMORIAL AIRPORT COMMISSION**, an airport commission established pursuant to the powers contained in Massachusetts General Laws, Ch. 90, §51E, hereinafter called the "Landlord", and **HANGAR SIX, LLC**, hereinafter called the "Tenant", and the Tenant hereby leases the Premises described below in accordance with the following terms and conditions.

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

ARTICLE ONE – Lease Data

Landlord:	Nantucket Memorial Airport Commission 14 Airport Road Nantucket, MA 02554 Attn: Airport Manager (508) 325-5300
Tenant:	Hangar Six, LLC c/o William F. McGrath, Jr. PO Box 2639 Nantucket, MA 02584
Premises:	Approximately 3,000 Square Feet, as described in Exhibit A, attached hereto
Permitted Use:	Maintain Airplane Hangar for Personal Use
Base Rent:	$1,542.23 for the first Lease Year**,** adjusted annually in accordance with Section 3.1
Additional Rent:	As set forth more particularly in the Lease
Amount in Lieu of Local Taxes:	Determined annually by the Town of Nantucket
Commencement Date:	December 1, 2015
Initial Term:	10 (Ten) Years
Options to Extend:	Two (2) options to extend for five (5) years each, for total possible term of twenty (20) years
Lease Year:	A twelve (12) month period, commencing on the Commencement Date and each anniversary thereof
Security Deposit:	Three (3) months Base Rent, as adjusted in accordance with Section 3.3

ARTICLE TWO - Premises

2.1 Premises. Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, the Premises, as described on Exhibit A attached hereto and incorporated herein, upon and subject to the terms of this Lease. The Parties agree that, notwithstanding the foregoing, the exact location of the Premises shall be as mutually agreed to by the Parties. The Parties agree to amend this Lease to incorporate said plan into Exhibit A.

2.2 Obligations of Tenant. The Tenant shall be solely responsible for obtaining all permits, licenses and approvals required by applicable federal, state or local laws or regulations or by any governmental body having jurisdiction for or in connection with the use of the Premises and the construction of any buildings and improvements on the Premises which, subject to Landlord's advance written approval, Tenant may make, and shall promptly, upon the receipt of same, present copies of such permits, licenses and approvals to the Airport Manager.

2.3 Ownership of Hanger. The parties acknowledge that Tenant owns the hanger located on the Premises ("Tenant's Hanger"). Tenant's Hanger shares a wall and roof in common with the owner of the adjacent hanger. The Tenant acknowledges that Landlord has made no representations or warranties with respect to Tenant's Hanger and Landlord has no obligation to maintain, repair, and/or replace the Tenant's Hanger, including the common wall, roof, and other shared elements, all of which shall be Tenant's sole obligation.

2.4 Condition of Premises. 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, it also being expressly understood and agreed that Landlord is not obligated to install services or facilities in the Premises beyond those now in place.

2.5 Public Utilities. Tenant will be responsible for bringing to the Premises and for making all connection to public utilities. All connection charges, user charges and other fees, charges and other costs associated with the provision of utilities, will be paid for by the Tenant. Tenant shall install a sub-meter to record its electricity consumption. Landlord will inspect the meter from time to time, and will inform Tenant in writing of any funds owned by Tenant for electricity, which Tenant shall pay within fourteen (14) days from the date of such notice. Any sums owed by Tenant hereunder shall be treated as Additional Rent.

ARTICLE THREE – Rent and Other Charges

3.1 Base Rent. Tenant shall pay to the Landlord, during the term hereof, annually the Base Rent set forth in Article One, above, such amount to be paid in twelve equal monthly installments, in advance on or before the first day of each month. Base Rent shall be increased, but not decreased, annually based on the change in the federal CPI-W rate as published by the United States Bureau of Labor Statistics, effective on the anniversary of the Commencement Date specified in Article One above. Further, on each five year anniversary of the Commencement Date, the Base Rent shall be increased, but not decreased, based on the greater of (i) the change in the CPI-W, measured from the Commencement Date and each five (5)-year anniversary thereof, as described above and (ii) the fair market rental value of the Premises as of such date as determined by an a qualified independent real estate appraiser identified by the Landlord to which the Tenant has no reasonable objection.

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

(i) all taxes, fees and charges assessed against the Premises and the property located thereon in accordance with applicable laws and regulations, and

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

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

3.3 Security Deposit. On or before the Commencement Date, as set forth in Article One, above, the Tenant shall pay to the Landlord the amount of the Security Deposit, as set forth in Article One, above, which shall be held by the Landlord, without obligation for interest, as security for the performance of the Tenant's covenants and obligations under this Lease. If the Landlord draws upon the Security Deposit, the Tenant shall, within fifteen (15) days after receipt of written notice, replenish the amount of the Security Deposit held by the Landlord. The amount of the Security Deposit shall be changed every five (5) years to reflect the increase in the Base Rent.

3.4 Removal and Restoration Bond. At least ninety (90) days prior to expiration of the Lease, if the then-current term has not been extended or otherwise renewed, the Tenant shall post a bond in the amount sufficient, in Landlord's reasonable determination, to remove Tenant's property and Tenant's Hanger and other structures and improvements that Tenant has made from the Premises, repair any damage caused to the Premises thereby, and restore the Premises to their condition, prior to such installation. As set forth more particularly in Section 10.1, Tenant shall, upon the expiration or termination of the Lease, remove Tenant's Hanger and all other property installed by it upon the Premises and restore the Premises to its original condition, reasonable wear and tear excepted, failing which, Landlord may (but is not obligated to) use the bond for such purpose, and Tenant shall be responsible to pay for any costs incurred by Landlord in so doing in excess of the bond amount.

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

ARTICLE FOUR – Term and Extensions

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

4.2 Extension Options. This Lease may be extended by Tenant as set forth in Article One above with Landlord's prior written consent, which shall not be unreasonably withheld if (i) at the time of both the exercise and extension of the this Lease, the Tenant is in full compliance with the terms and conditions hereof, and there are no defaults or circumstances which, by the giving of notice, would constitute a default under this Lease, and (ii) throughout the term of the Lease, the Tenant has not been in any material default hereunder. The Tenant shall inform Landlord of its intent to exercise any option hereunder by giving written notice to the Landlord by certified mail, return receipt requested, postage prepaid to Landlord, no later than six (6) months prior to the expiration of the then-current term. If Landlord does not consent to the extension, it shall inform Tenant of the same in writing within ninety (90) days of receiving Tenant's written extension request.

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

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

ARTICLE FIVE - Rules and Regulations Governing the Airport

5.1 Acceptance of Airport Rules and Regulations. Tenant shall observe and obey all laws, rules, orders and regulations promulgated by the Landlord, including Landlord's public health and safety rules and regulations, and by all other local, state and federal entities having jurisdiction over the Nantucket Memorial Airport or the activities occurring thereon, including, but not limited to, the Federal Aviation Administration (FAA), the U.S. Department of Homeland Security and Massachusetts Department of Transportation (DOT) - Aeronautics Division. In addition to, and not to the exclusion or limitation of, all other applicable rules promulgated by the FAA, Tenant agrees to conduct its operations in compliance with the Federal Aviation Regulations, including all amendments hereafter made, including 49 C.F.R. Part 107. Tenant shall also not take, and shall not fail to take, any action where the taking of the action or the failure to take the action, as the case may be, will or has a reasonable likelihood to adversely affect the insurability of the Premises or any other portion of the Airport.

5.2 Non-Discrimination Assurances. The Tenant, for itself, its heirs, personal representatives and its successors and assigns, does hereby covenant and agree, as a covenant running with the Premises, that (i) no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (iii) that the Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. The breach of this Section 5.2 shall constitute a material breach of this Lease and the Landlord shall have the right immediately to terminate the Lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

5.3 Liability for Fines and Penalties. Should Tenant, its customers, agents, employees, officers or guests violate any law, code, rule, or regulation or any governmental approval, license, permit or consent and should any said violation result in a citation, penalty, charge, fee, or fine to the Landlord, then Tenant shall fully and immediately defend, indemnify, and hold harmless the Landlord, and reimburse the Landlord, for said citation, penalty, charge, fee, or fine, and for all costs and expenses, including reasonable attorney's fees, incurred by the Landlord in defending against and/or pursuing recovery of the citation, penalty, charge, fee, or fine. All such amounts shall constitute Additional Rent due under the Lease and shall be paid within fifteen (15) days of Tenant's receipt of notice or invoice thereof.

ARTICLE SIX – Use of Premises

6.1 Use of Premises: The Tenant shall use the Premises solely for the purposes set forth in Article One. It is agreed by the parties that the Premises may only be used for aeronautical/aviation purposes in accordance with the regulations, requirements, and guidelines promulgated by the Federal Aviation Administration (FAA) and G.L. c. 30B(1)(b)(29) (aviation use exemption), and for no other purpose.

ARTICLE SEVEN – Tenant Covenants and Restrictions

7.1 Liens and Alterations: Tenant shall not file or place, cause or permit to be placed or filed, or suffer to exist any liens on the Premises, including mechanic's liens for labor and materials furnished to Tenant in connection with work of any character performed for or on behalf of the Tenant, and shall cause any such lien to be released of record without cost to Landlord within sixty (60) days of the filing of the lien. Landlord shall not, under any circumstances, be liable for the payment of any costs or expenses incurred or for the value of any work done or material furnished to or on behalf of Tenant or to or upon the Premises or any part thereof, which liability shall rest solely with Tenant. Tenant shall cause all contractors to carry workers' compensation insurance in accordance with statutory requirements and comprehensive public liability insurance and automobile liability insurance covering such contractors and their work on or about the Premises in amounts reasonably acceptable to Landlord, and shall submit certificates evidencing such coverage to Landlord prior to the commencement of and during the continuance of such contractor's work. Any approval of Landlord of the amount of any insurance maintained by Tenant shall not relieve Tenant of its obligation to comply with this Agreement, including the obligations of Tenant under this Section 7.1.

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

If Landlord shall permit Tenant to perform work on the Premises, Tenant shall procure all necessary local, state and federal permits, licenses, and approvals before undertaking such work, and shall cause all such work to be performed in a good, first-class, and workmanlike manner, and in accordance with all applicable laws and regulations, and the requirements of Landlord and insurers of the Premises, and shall, in performing the work, use and employ new materials of prime quality. Tenant shall defend, hold harmless, exonerate and indemnify Landlord form all claims, injury, loss, liability, and/or damage of any kind or nature occasioned by such work. Tenant improvements, alterations and repairs shall be done and materials and labor furnished at Tenant's expense, and Tenant shall, as a condition of any approval of Landlord for any work at the Premises, cause all laborers and material men furnishing labor and materials to the Premises or any part thereof to release Landlord and the Premises, in a signed writing provided in advance of any work, from any liability.

The Tenant Hanger and all structural improvements and additions made by Tenant and "affixed" (as reasonably determined by Landlord) to the Premises shall be the exclusive property of the Tenant, and the Tenant may (but shall not be obligated to) remove the same at any time, provided that Tenant restores the Premises to the same conditions as existed prior to such alteration or addition, reasonable wear and tear and damage excepted. Tenant may leave the Tenant Hanger and other structures and improvements on the Premises provided Tenant obtains Landlord's prior written consent.

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

7.3 Aeronautics Restrictions. In addition to the other provisions of this Lease, Tenant's activities on the Premises shall be subject to the following restrictions, among any other restrictions generally applicable to persons operating on a municipal airport:

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

(b) Tenant, its successors and assigns shall not use the Premises in any manner or for any purpose that will create or result in hazards or unsafe conditions to flight such as, but not limited to, (i) the production of electrical interference with radio communications, (ii) the use of lights or reflective devices that may make it difficult for pilots to distinguish between such lights or devices and airport or runway lights, (iii) projecting glare in the eyes of the pilots, (iv) impairing visibility on or in the vicinity of the airport, or (v) otherwise endanger or create risks of endangering the operation of aircraft, including the landing, take-off or maneuvering of such aircraft.

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

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

(e) If Tenant elects to furnish aeronautical services to the public, such services and/or activities shall be offered, performed or conducted upon the Premises in accordance with the following principles:

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

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

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

7.4 Maintenance and Repair; Nuisance. Tenant agrees that it shall not injure, deface or otherwise harm the Premises or use the Premises in any manner that will constitute waste. Tenant will maintain the Premises and any structures or other improvements constructed or existing thereon, including the Tenant Hanger and the common elements thereof, in good condition and repair, including painting the exterior of the building to prevent rusting or deterioration of any portions thereof; shrubbery, plantings and lighting will also be maintained by Tenant. Any visible damage or defacement to the Premises, Tenant's Hanger and/or other improvements, or appurtenances, Tenant shall correct the same as quickly as possible to prevent a continuing condition of apparent disrepair or remove the damaged remains from the Premises, and any replacement structure will be subject to the same terms and conditions as the original structure. The Tenant will not make or suffer to exist any unlawful, improper, noisy or offensive use of the Premises, or engage in, permit or suffer to exist any use that has a reasonable likelihood to endanger, affect, or make voidable any insurance on the Premises, or the building or any contents thereof, or to increase the cost of any such insurance. Tenant covenants and agrees that the Premises shall not be used for any objectionable or unlawful purpose, or for any purpose that constitutes a nuisance; that it will permit Landlord to enter the Premises at all reasonable times for the purpose of inspecting the same, and that upon the termination of this Lease it will quietly and peacefully surrender possession of the Premises to Landlord in good order and condition, ordinary wear and tear (only) excepted. If Tenant shall fail to keep the Premises in the condition required herein, or if repairs are required to be made by Tenant pursuant to the terms hereof, Landlord shall have the right, but not the obligation, after thirty (30) days' notice to Tenant by Landlord (or without notice in the event of an emergency), to make such repairs or perform maintenance work or any other work required of Tenant pursuant to this Lease and charge the all costs thereof to Tenant as Additional Rent; provided that, if Tenant has promptly commenced and diligently prosecutes to completion the necessary repairs or the correction of any nonconformity, as reasonably determined by Landlord, Landlord shall exercise such right, if at all, if and only if Tenant shall ceases so to diligently prosecute the same to completion.

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

7.6 Airport Construction and Development. Tenant recognizes that from time to time during the term of this Lease it may be necessary for Landlord or other governmental entity with jurisdiction over Landlord and the Airport, to initiate and carry forward programs of construction, improvements, remediation, inspections, expansion, maintenance and repair, and understands and agrees that such activities may require the relocation of the Premises leased to Tenant to a comparable location at the Airport or elsewhere, which may inconvenience or interrupt Tenant in its operations at the Airport and result in a temporary relocation or a relocation for the remaining term of this Lease. Tenant agrees that no liability shall be attached to Landlord, its agents or employees by reason of any such relocation, inconvenience or interruption, and hereby waives and forever discharges Landlord from and against any right or claim to damages or other consideration on account therefor, including, to the fullest extent allowed by law, any rights or remedies otherwise available to Tenant under state or federal laws. Tenant agrees that its sole relief for any such relocation, inconvenience, and interruption shall be either a reasonable and proportionate rental abatement in the event the Premises may not be used during any such period of time, or, in the alternative, the reasonable cost of relocating the Tenant to an alternative location. Tenant agrees that it enters into this Lease assuming the risk of relocation, as set forth herein, and any relocation, whether temporary or not, does not breach Landlord's covenant of quiet enjoyment.

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

ARTICLE EIGHT - Indemnity and Public Liability Insurance

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

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

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

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

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

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

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

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

8.3 Tenant's Risk. To the maximum permitted by law, and notwithstanding anything to the contrary in this Lease, Tenant agrees that all of the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and all persons claiming by, through or under Tenant, including Tenant's employees, agents, invitees, licensees, and insurers, which, during the Term of this Lease or any occupancy of the Premises by Tenant or any such Tenant Party, may be on the Premises or elsewhere on the Property, shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes or sprinklers, by theft or from any other cause whether foreseeable or unforeseeable, no part of said loss of damage is to be charged to or be borne by Landlord unless due to the gross negligence or willful misconduct of Landlord, and in all events Tenant's insurance that may be available to cover any such damage or destruction shall be deemed primary vis-à-vis any insurance of Landlord.

8.4 Injury Caused By Third Parties. To the maximum extent permitted by law, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under

Tenant, including any of the other Tenant Parties, and other parties, for any injury, loss or damage to person (including death) or property that may be occasioned by or through the acts or omissions of persons or entities other than Landlord and Landlord's employees.

8.5 Waiver of Subrogation. Tenant agrees that any insurance covering personal injury (including death) and property damage carried by it shall provide for the waiver by the insurance carrier of any right of subrogation against the Landlord, and Tenant further agrees that, with respect to any injury to person (including death) and damage to property, the loss from which is covered by any such insurance, to hereby release the Landlord of and from any and all claims, liabilities, and losses with respect to such loss to the extent of the insurance proceeds paid with respect thereto.

THE TENANT SHALL DEPOSIT WITH THE LANDLORD A COPY OF THE INSURANCE POLICIES FOR ALL THE INSURANCE REQUIREED TO BE CARRIED HEREUNDER 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. NEITHER LANLORD'S RECEIPT NOR LACK OF RECEIPT OF ANY SUCH CERTIFICATES SHALL RELIEVE TENANT OF ITS OBLIGATIONS IN THIS LEASE OR ACT AS A WAIVER OF ANY RIGHTS OF LANDLORD WITH RESPECT THERETO.

The provisions of this Section shall survive the expiration or termination of this Lease.

ARTICLE NINE – Default and Landlord's Remedies

9.1 Tenant's Default. If at any time subsequent to the date of this Lease any one or more of the following events (herein referred to as a "Default of Tenant") shall happen, Landlord may, in addition to any other rights and remedies available to it, including any rights of termination set forth elsewhere in this Lease, terminate this Lease upon ten (10) days' notice to Tenant and Tenant will then immediately quit and surrender the Premises to Landlord, provided, however, that Tenant shall remain liable as herein provided (Tenant hereby waiving any rights of redemption under Massachusetts General Laws, including under General Laws c. 186 §11):

(i) Tenant shall fail to pay the Base Rent and/or Additional Rent when due and such failure shall continue for ten (10) days after written notice thereof; or

(ii) Tenant shall fail to pay charges hereunder when due and such failure shall continue for ten (10) days after notice to Tenant; or

(iii) Tenant shall neglect or fail to perform or observe any other covenant herein contained on Tenant's part to be performed or observed and Tenant shall fail to remedy the same as soon as practicable and in any event within thirty (30) days after written notice to Tenant specifying such neglect or failure, or if such failure is of such a nature that Tenant cannot reasonably remedy the same within such thirty (30) day period, Tenant shall fail to commence promptly (and in any event within such thirty (30) day period) to remedy the same and to prosecute such remedy to completion diligently and continuously, no later than sixty (60) days from said notice, provided that three or more such neglects or failures in any 365 day period shall constitute a default irrespective of whether, in each instance, Tenant cures the neglects or failures within said cure period; or

(iv) Tenant's leasehold interest in the Premises shall be taken on execution or by other process of law directed against Tenant; or

(v) Tenant shall make an assignment for the benefit of creditors or shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future Federal, State or other statute, law or regulation for the relief of debtors, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any part of its properties, or shall admit in writing its inability to pay its debts generally as they become due; or

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

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

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

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

would have been payable hereunder if this Lease had not been terminated, or Landlord may accelerate all payments, which shall be promptly paid upon such termination.

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

9.4 Re-letting of Premises. In case of any Default by Tenant, re-entry, expiration and dispossession by summary proceedings or otherwise, Landlord may (i) re-let the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may, at Landlord's option, be equal to or less than, or exceed, the period that would otherwise have constituted the balance of the Term of this Lease, and may grant concessions or free rent to the extent that Landlord considers reasonably advisable and necessary for the purpose of re-letting the Premises; and such actions and the making of any alterations, repairs and decorations to the Premises in connection therewith shall not operate, or be construed, to release Tenant from liability hereunder as aforesaid. Landlord shall not, in any event, be liable in any way whatsoever for failure to re-let the Premises, or, in the event that the Premises are re-let, for failure to collect the rent under such re-letting. Tenant hereby expressly waives any and all rights of redemption granted by, or under any, present or future laws in the event of Tenant being evicted or dispossessed, or in the event of Landlord obtaining possession of the Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise.

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

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

ARTICLE TEN – Tenant Obligation Upon Lease Termination

10.1 Restoration of Premises. Subject to the provisions hereof, including Section 7.1, upon the expiration or earlier termination of this Lease, the Tenant shall have the obligation, at its expense, to dismantle and remove the Tenant Hanger and any other structures and improvements it has installed and constructed upon the Premises and to remove and dispose of any hazardous waste deposited thereon by the Tenant, and to restore the Premises to its original condition, reasonable wear and tear excepted. Such removal and restoration shall be completed within forty-five (45) days following the expiration or earlier termination of the Lease. Tenant shall provide written notice to Landlord stating the date, within such 45-day period, when such removal and restoration is set to commence. Tenant may leave the Tenant Hanger and/or other improvements provided that Tenant obtains Landlord’s prior written consent, to be exercised in Landlord’s sole and absolute discretion, provided that Tenant surrenders the Tenant Hanger and/or other improvements in the same condition they are required to be in under this Lease, reasonable wear and tear only excepted. Notwithstanding Landlord's election to take possession of the structures and improvements, Tenant shall continue to be obligated to restore the Premises as aforesaid.

10.2 Removal of Personal Property. The Tenant shall at the expiration or other termination of this Lease remove all Tenant's personal goods and effects from the Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Tenant, either inside or outside the Premises). Tenant shall deliver to the Landlord the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises not otherwise required to be removed under the terms of this Lease, in a good and safe condition. In the event of the Tenant's failure to remove any of Tenant's property from the Premises, Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain same.

10.3 Environmental Inspection. Landlord shall have the right to require the Tenant, by written notice given within sixty (60) days before or after the expiration or termination of the Lease, to conduct an environmental site assessment (a Phase 1 assessment, and, if recommended by the Phase 1 report, a Phase 2 site assessment), at Tenant's cost, performed by a licensed site professional as to the presence of Hazardous Materials as defined in G.L. c. 21E on or about the Premises, and will promptly forward a copy thereof to the Landlord. The provisions of this section shall survive the expiration and the termination of this Lease.

Notwithstanding the above, the Landlord acknowledges that prior to and during the Tenant's occupancy, the Landlord did not conduct any environmental testing. Further, the Landlord acknowledges that it has no knowledge of any actions or practices by the Tenant during the Tenant's occupancy regarding any violation of any hazardous waste laws.

Notwithstanding the above, the Landlord acknowledges that prior to and during the Tenant's occupancy of the Premises under a lease that expired on November 30, 2015 (but which the Tenant has continued to occupy through _____, 2016 *[the date that the Commission signs the Lease])*, the Landlord did not conduct any environmental testing. Further, the Landlord acknowledges that it has no knowledge of any actions or practices by the Tenant during the Tenant's said prior occupancy regarding any violation of any hazardous waste laws."

ARTICLE ELEVEN – Miscellaneous

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

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

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

11.4 Governing Law. The law of the Commonwealth of Massachusetts shall govern the validity, performance, and enforcement of this Lease. Any disputes arising hereunder not resolved amicably by the parties shall be brought in Nantucket or Suffolk Superior Court, to whose jurisdiction the parties hereby assent.

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

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

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

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

11.10. Notwithstanding anything to the contrary in this Lease, Landlord does not waive and hereby reserves all rights, remedies and defenses under G.L. c. 258.

[signature page follows]

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

NANTUCKET MEMORIAL AIRPORT COMMISSION

By:_____

_____

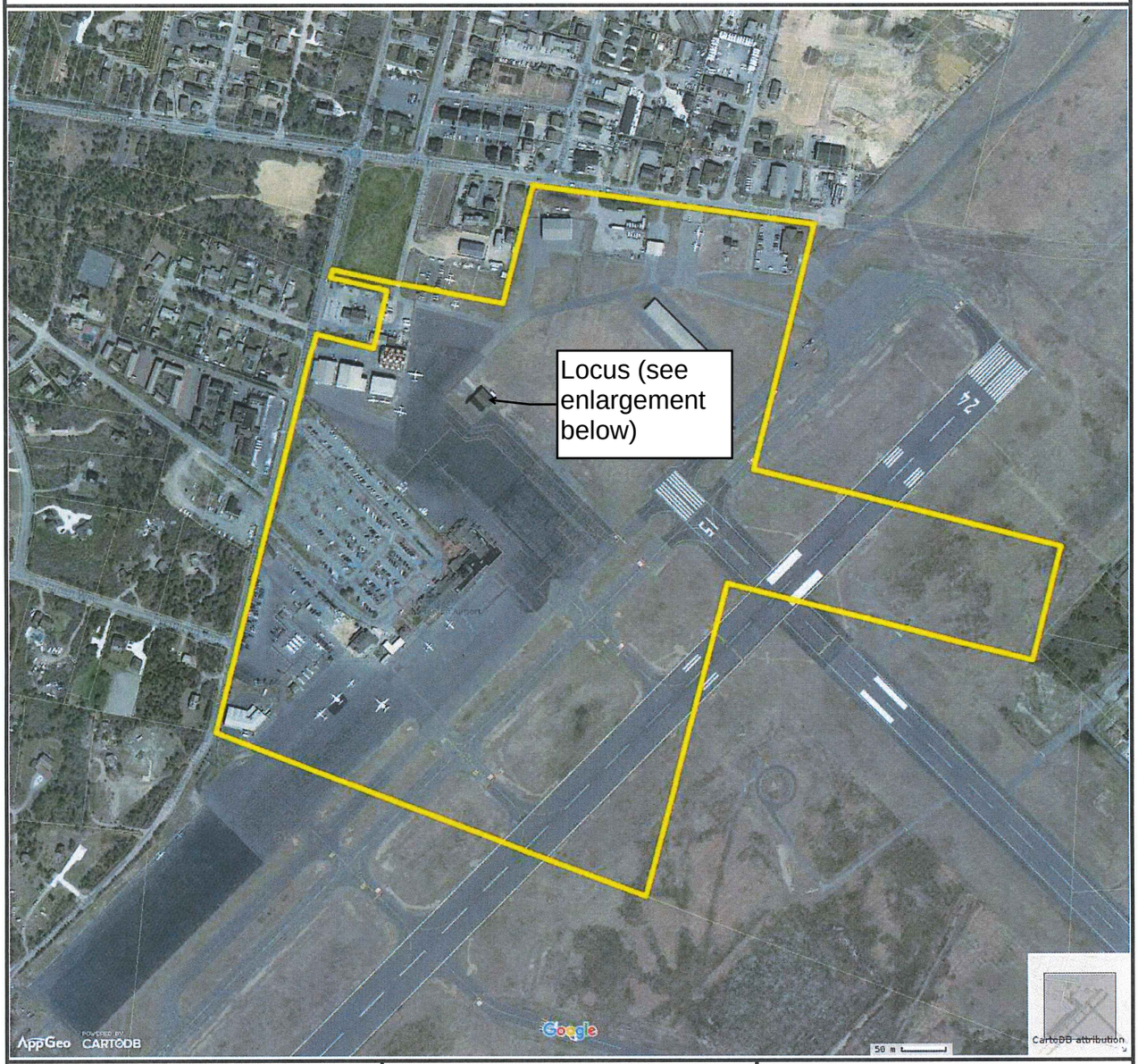
_____

TENANT: HANGAR SIX, LLC.

By:_____
Name: William F. McGrath, Jr.
Title:

531584.2/NANTAIR/0001

M&R Aerodrome Lease Exhibit A



Property Information

Property ID	78 1
Location	14 AIRPORT RD
Owner	NANTUCKET TOWN OF

AGREEMENT BETWEEN
THE TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT
AND
TRILLION AV, LLC

This AGREEMENT, effective the _____, 2016, made by and between the TOWN OF NANTUCKET, acting by and through its Airport Commission, (hereinafter, the "AIRPORT") and **TRILLION AV, LLC**, 4301 W. William Cannon Drive, Ste B150 #293, Austin, TX 78749 (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 June 30, 2017, 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 $28,000.00 plus direct cost of travel (est. $2,500) 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 $30,500.00 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 polices 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: Daniel Benzon

Title: President

Date: 10/20/16

FEIN/SSN: 27-4065198

NANTUCKET MEMORIAL AIRPORT COMMISSION:

Daniel W. Drake, Chairman Date:

Date:

Date:

Department Org./Obj. Code: **55493-97300**
As to the Availability of Funds:

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

EXHIBIT A

1. Description of Services:

Parking Revenue Access Control Systems (PARCS) Consulting as described below:

A. Tasks

1) Develop a summary of the different types of parking management contracts and staffing models that are used in similarly situated airports. This includes airport staffed, a third party vendor concession agreement, a third party management fee agreement, and an airport managed fully automated system. This analysis shall include the major business terms and a sample pro forma for each alternative based on airports with similar enplanements and parking rate structures. The pro formas shall identify the different net revenues to the airport with an assessment of the relative risk and strengths/weaknesses associated with the alternatives. They shall also include a likely capital investment requirement for each option.

2) Develop models for rate structures for the preferred alternative(s). This will analyze straight line rate structures as well as front end loaded structures and the net revenue impact of each.

3) Review equipment/automation options based on the preferred alternative(s). Develop a recommendation based on the findings.

4) Conduct an on-site strategy session with Airport management to finalize the specific equipment, operating system, staffing/contract approach, contracting terms, and timeline.

5) Develop the operating plan for the preferred program to include a preventative maintenance program.

6) Provide a pro-forma of projected revenues, expenses, and capital requirements to consider technology options.

7) Develop the RFP and sample contract for the preferred alternative. CONTRACTOR understands the Town of Nantucket Chief Procurement Officer must review and approve RFP prior to advertising.

8) Issue the RFP and respond to clarification requests and questions from potential responders. Issue the addendum in accordance with the agreed to schedule. Coordinate RFP advertising with Office Manager to assure adherence to State and local Procurement Laws. Maintain a plan holder's list.

9) Summarize proposals received and assist the evaluation team in the selection process.

10) Assist Airport Management in the negotiation final contract with the successful proposer. Use of Contract document other than Town Standard Contract form must be approved by CPO and Town Counsel.

11) Coordinate implementation program with Airport Management and the selected contractor.

B. Deliverables

1) Revenue and expenses analysis for the options.

2) Analysis of the different management options including a review of the pros and cons of each.

3) Pro formas of expected revenues and expenses and a net return to the Airport.

4) A complete specification and sample contract to be included in the RFP.

5) Q&A responses to the pre-bid questions.

6) A final contract for execution.

7) An implementation plan for conversion.

C. Meetings

1) One meeting on site to review findings and finalize the alternatives and adoption of the preferred approach.
2) Pre-bid meeting with the proposed contractors.

2. Other payment terms: Four (4) monthly installments of $7,000 each plus direct costs of any travel expenses, submission of CONTRACTOR'S invoice, copies of all travel related expenses, and approval of invoice by the AIRPORT.

3. Insurance Required (if any):

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. Errors and Omissions Insurance of not less than $1 million per claim.

D. Such additional insurance as may be required to be carried by the CONTRACTOR by law.

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.

27-4065198

Federal Employer Identification Number

By: Daniel Benzon, President

TRILLION AV, LLC

Date: 10/20/14

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 — Date 10/20/14

Daniel Benzon

Please Print Name

Trillion Av, LLC

Name of Business

AGREEMENT FOR ADVERTISING SERVICES

This Agreement, dated _____ 2016, is by between the Town of Nantucket, acting by and through its Nantucket Memorial Airport Commission, hereinafter referred to as "Airport"; and Lisa Balkunas-Kelly, individually, and Airport Media Solutions, LLC, a Georgia limited liability company, with an address of 210 W. Lower Factors Walk, Savannah GA 31401. Lisa Balkunas-Kelly and Airport Media Solutions LLC shall hereinafter be referred to collectively as "Consultant." The Airport and Consultant may also be referred to individually as a "Party," or collectively as the "Parties."

In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Consultant shall perform all work and furnish all services set forth in and reasonably inferable from and incidental to the scope of services attached hereto as Attachment A, and shall do so with reasonable diligence and reasonable care, and in accordance with prudent industry practices for the industry of which such work and services are a part. All employees of Consultant performing work or services under this Agreement shall have and maintain any and all licenses required by applicable laws and regulations.

ARTICLE 2: TIME OF PERFORMANCE; TERM OF AGREEMENT:

The Consultant shall commence all work and services required hereunder upon execution of this Agreement, unless otherwise directed in writing by the Airport, and shall complete all work and services no later than April 30, 2017.

ARTICLE 3: COMPENSATION:

The Airport shall pay the Consultant for the performance of all work and services outlined in Attachment A the contract sum of $8,000.00 as set forth in Attachment B, plus reasonable and necessary travel expenses and other reasonable and necessary expenses but only if such expenses have been approved in writing in advance by the Airport and are supported by third-party receipts/invoices. Notwithstanding the foregoing, in no event shall such reimbursable expenses exceed $4,500.00. The construct sum and reimbursable expenses shall be paid to Consultant in arrears. The Consultant shall submit monthly invoices to the Airport for services rendered and pre-approved reimbursable expenses incurred in the preceding month along with copies of related expense receipts, which will be due 30 days following receipt by the Airport.

The Airport shall not be required to make payment for disputed or deficient services, or for disputes reimbursable expenses pending resolution of such disputes and correction of any deficiencies in Consultant's services.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement: Attachment A (scope of services); Attachment B (Fees and Costs); and Attachment C (Additional Terms and Conditions).

In the event of conflicting provisions, those provisions (or the interpretation of such provisions) most favorable to the Airport shall govern, as reasonably determined by the Airport.

ARTICLE 5: CONTRACT TERMINATION:

The Airport may suspend or terminate this Agreement by providing the Consultant with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Consultant for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Consultant.
3. A determination by the Airport that the Consultant has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.
4. Violation of any applicable law or regulation by the Consultant in the performance of its services or in connection with this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of termination from the Airport, the Consultant shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Consultant shall be entitled to compensation for all work satisfactorily and properly completed prior to the termination date as determined by the Airport. Such payment shall not exceed the fair value of the services provided by Consultant.

ARTICLE 6: INDEMNIFICATION:

The Consultant shall defend, indemnify and hold harmless the Airport and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Consultant shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and other income tax laws. Further, the Consultant shall defend, indemnify and hold harmless the Airport with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Consultant's liability under the Agreement or as otherwise provided by law. This provision shall survive the expiration and earlier termination of this Agreement.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation, as set forth in this Agreement, is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Consultant agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of the Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts. Any litigation arising hereunder shall be brought solely in state court located in Nantucket County.

ARTICLE 9: ASSIGNMENT:

The Consultant shall not make any assignment of this Agreement or any of its rights and obligations hereunder without the prior written approval of the Airport.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Agreement can only occur when mutually agreed upon by the Airport and Consultant. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Airport. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONSULTANT:

The Consultant acknowledges and agrees that it is acting as an independent Consultant for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Airport for any purpose.

ARTICLE 12: INSURANCE:

The Consultant shall be responsible to the Airport or any third party for any property damage or bodily injury caused by it, any of its sub-Consultants, employees or agents in the performance of, or as a result of, the work under this Agreement. The Consultant and any sub-Consultants used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Consultant and any sub-Consultant is uses shall purchase, furnish copies of, and maintain in full force insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	$1,000,000 per occurrence
Property Damage Liability:	$ 50,000 per occurrence
(or combined single limit)	$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	$1,000,000 per occurrence

Prior to commencement of any work under this Agreement, the Consultant shall provide the Airport with Certificates of Insurance which include the Town of Nantucket/Nantucket Memorial Airport as an additional named insured and which include a thirty day notice of cancellation to the Airport. If requested, Consultant shall also provide copies of the insurance policies maintained by Consultant hereunder together with the endorsements thereto adding the Town as an additional insured as required herein.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, including Independent Contractor recitals, Attachment C, constitutes the entire agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deeded to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I the undersigned, authorized signatory for the Consultant do hereby certify under the pains and penalties of perjury that said Consultant has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and Consultants, and withholding and remitting child support.

61-1569794
Social Security Number or
Federal Identification Number

Airport Media Solutions
Signature of Individual or
Corporate Name

By: Lisa Balkunas-Kelly
Corporate Officer
(if applicable)

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

CONSULTANT

By

Lisa Balkunas Kelly
President
Printed Name and Title

NANTUCKET MEMORIAL AIRPORT

by its AIRPORT COMMISSION

ATTACHMENT A

Scope of Work – Lisa Balkunas-Kelly, individually and Airport Media Solutions, LLC

Project Scope

To assist the Nantucket Memorial Airport Commission with the Terminal Advertising Program & Transition in the Nantucket Memorial Airport terminal and other properties.

The Nantucket Memorial Airport Commission presently has an advertising program which consists of six (6) inset dura display cases and eleven (11) literature racks customers. This scope is to provide advertising services to assist in selling the current locations to potential advertising clients, with a focus on defining the new advertising locations and securing new advertising clients for the Nantucket Memorial Airport Commission's terminal advertising program while at the same time ensuring a seamless transition process for current advertising customers. The proposed specific tasks include the following:

Tasks

1. Work with staff to develop a new in-house Nantucket Memorial Airport advertising program which includes new advertising designs, displays and locations, new Nantucket Memorial Airport advertising contracts, floor plans, rate cards, spec sheets and revenue reports. Develop a system of sales tools and lead lists to expand the Nantucket Memorial Airport program with new advertisers and sponsors. Establish relationships with local production house vendors, equipment vendors and specialty display vendors.

2. Work with staff to define new advertising sales and marketing strategies. Develop and facilitate multiple marketing sales events with Nantucket Memorial Airport staff, and with current and new potential advertisers and sponsors to ensure maximum participation in a new advertising program with current and new advertising clients. Assist staff in setting specific goals, requirements and priorities as it relates to the Nantucket Memorial Airport's advertising program.

3. Assist Nantucket Memorial Airport's staff with development and placement of advertising locations for advertiser's displays during transition phase. Assist staff with the relocation of advertisers to new locations.

4. Assist the Nantucket Memorial Airport with developing, expanding and maintaining the new Nantucket Memorial Airport advertising program during the contractual term, or as the Nantucket Memorial Airport Commission would need services. Evaluate new display opportunities through new technology, multimedia displays, specialty display locations, and spatial advertising displays. Develop areas for unique local businesses to fit a unique local flavor. The Consultants will also evaluate and develop showcase opportunities for large corporate participants. Assess national advertising client opportunities. Provide ongoing advisory services as needed by the Nantucket Memorial Airport Commission.

5. Other related services upon request.

First month's Goal: Establish baseline and design/development of concepts for new ACK advertising program. Develop transition plan for existing advertisers and execute the plan for new advertising displays.

- ✈ Assess, qualify and quantify existing advertising inventory

- Determine need for capital upgrades/improvements to include in fiscal budget
- Assess, qualify and quantify existing advertising clients and client contracts
- Propose and define new and current advertising and sponsorship locations
- Research all aspects of new display types with multiple production vendors
- Propose and define new display types per current and new potential advertising locations
- Develop concepts and marketing materials to launch new display designs for current and new potential advertisers
- Develop and propose new advertising program rates for current and new potential advertisers
- Develop new client advertising contracts
- Develop new full media kit packages, rate cards, specification sheets, floor plans
- Develop sales and marketing strategy for transition of current advertising clients
- Develop sales and marketing strategy for launch of new advertising showcase for new potential clients, production vendors, specifications for ACK marketing staff and installation person staff at ACK
- Strategize for initial sales blitz for current clients to have face to face meetings at the terminal building for individual walk thru and new advertising location selection
- Set sales blitz meeting with ACK staff and potential new advertisers and sponsors on and offsite
- Cold calling initiatives for new potential advertisers

Second month's Goal: Finalize execution for installation plan, artwork plan, revenue/rate structure, ongoing sales blitz plan, target increased revenue and sales outreach for new customers and partners. Continue with new installations.

- Develop new revenue reporting documents/functions
- Develop artwork coordination plan/timeline to coordinate with current and new clients
- Assess similar and regional airport market advertising concepts and advertising programs
- Analyze passenger traffic as it relates to airport advertising rates at similar regional markets
- Develop preferred payment processing for advertising clients
- Assess opportunities to leverage community relationships to build a true community showcase of clients in the new ACK Airport advertising program
- Coordinate Installation of new advertising display equipment
- Coordinate Installation of all new advertising clients artwork
- Continue with ongoing sales blitz meetings on site at the terminal building to have face to face meetings for individual walk thru and new advertising location selection
- Continue to promote outreach to community partners for new potential advertising clients
- Review different methodology with ACK Staff related to perusing and approaching different categories of potential advertisers, i.e. Seasonal Advertisers, Community Promotional Partners, Universities and Colleges, Manufacturers, Hospitals and Medical Facilities, Real Estate Companies, Hotels and Restaurants, etc…

Third month's Goal: Expand/explore client base within and outside of immediate area. New sales program in full swing. Maximize sales revenue to gear up for next season.

- Continue monitoring new program for optimization and opportunities
- Continue artwork coordination with all new clients to be posted for full season optimization
- Outreach to advertising contacts in other regional airport advertising programs for potential participation in the ACK program
- Analyze the market for potential national advertising clients
- Contact and send media kits to national advertising agencies for potential client participation

- Continue to develop all sales and advertising potential
- Continue with ongoing market blitz and sales calls
- Continue promoting the new ACK advertising program in and outside of the community through building and fostering existing community relationships and exploring new potential long term sponsorships and partnerships

ATTACHMENT B

Fees and Costs

3 Month Contract – fast track

Month #1 – (Date) monthly retainer fee of $3,500.00 allows for seventy (70) work hours.

Month #2 – (Date) monthly retainer fee of $2,500.00 allows for fifty (50) work hours.

Month #3 – (Date) monthly retainer fee of $2,000.00 allows for forty (40) work hours.

Any hours above the monthly allotted hours will be billed at an hourly rate of $50.00 per hour. Consultants will assist Nantucket Memorial Airport Commission Marketing Representatives on new business calls as a trainer, and therefore not eligible to receive commissions based on sales or contracts signed. Approved expenses will be billed separately at the end of each month.

Additional costs for other services not defined in the Agreement would be pre-approved by the Nantucket Memorial Airport Commission prior to incurring said costs, and then billed at the end of each month.

Typical expense would include:

a. Travel expenses related to airport site visits and on site airport client meetings
b. Client meeting expenses, if necessary
c. Outside marketing collateral

ATTACHMENT C

Lisa Balkunas-Kelly, individually, and **Airport Media Solutions, LLC,** a Georgia limited liability company, are hereinafter referred collectively as **"Consultants"**, located at **210 W. Lower Factors Walk, Savannah, GA 31401.**

RECITALS

The Consultants are engaged in providing **aviation/airport related advertising business services.** Consultants represent that they have complied with all Federal, State, and local laws regarding business permits, sales permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the Scope of Work which is to be performed by Consultants pursuant to this Agreement. Consultants are or remain open to conducting similar tasks or activities for entities other than the Nantucket Memorial Airport Commission, and hold themselves out to the public to be separate business entities.

The Nantucket Memorial Airport Commission desires to engage and contract for the services of the Consultants to perform certain tasks as set forth in Attachment A. The Consultants desire to enter into this Agreement and perform as Consultants for the Nantucket Memorial Airport Commission, and are willing to do so on the terms and conditions set forth in the Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in the Agreement, the parties agree as follows:

STATUS OF CONSULTANTS

1. The Agreement does not constitute a hiring by either party. It is the parties intention that Consultants shall have independent contractor status and not be employees of the Nantucket Memorial Airport Commission for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401 (k) and other benefit payments and third party liability claims. Consultants shall retain sole and absolute discretion in the manner and means of carrying out their activities and responsibilities under this Agreement. The Agreement shall not be considered or construed to be a partnership or joint venture, and the Nantucket Memorial Airport Commission shall not be liable for any obligations incurred by the Consultants unless specifically authorized in writing. Consultants shall not act as an agent of the Nantucket Memorial Airport Commission, ostensibly or otherwise, nor bind the Nantucket Memorial Airport Commission in any manner, unless specifically authorized to do so in writing.

2. Consultants agree to provide the services as outlined in Attachment A (Scope of Work).

3. Consultants shall not be entitled to engage in any activities which are not expressly set for the by the Agreement.

4. The books and records to the Scope of Work set forth in the Agreement shall be maintained by the Consultants at the Consultants principal place of business, and open to inspection by the Nantucket Memorial Airport Commission during regular working hours. All documents for work performed by the Consultants under the Agreement are the property of the Nantucket Memorial Airport Commission, and

such documents shall be transferred to the Nantucket Memorial Airport Commission periodically or upon request. Documents to which the Nantucket Memorial Airport Commission will be entitled to inspect include, but are not limited to, any and all contract documents; change orders/purchase orders, and work authorized by the Consultants or the Nantucket Memorial Airport Commission under this Agreement.

5. The Consultants shall be responsible to the Nantucket Memorial Airport Commission's Airport Manager, but they will not be required to follow or establish a regular or daily work schedule. The Consultants shall supply all necessary equipment, materials and supplies required to perform their services. The Consultants will not rely on the equipment or offices of the Nantucket Memorial Airport Commission for completion of tasks and duties set forth pursuant to this Agreement. The Nantucket Memorial Airport Commission shall, however, provide a work location within the Nantucket Memorial Airport Commission's primary offices for use by the Consultants when needed. The Nantucket Memorial Airport Commission retains the right to inspect, stop, or alter the work of Consultants to assure its conformity of this Agreement.

COMPENSATION

6. The Consultants shall be entitled to compensation as outlined in Attachment B.

7. Such compensation shall be paid in accordance with Article 3.

NOTICE CONCERNING WITHOLDING OF TAXES

8. The Consultants recognize and understand that they will receive an IRS 1099 statement and related tax statements, and will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Consultants hereby promise and agree to indemnify the Nantucket Memorial Airport Commission for any damages or expenses, including attorney's fees, and legal expenses, incurred by the Nantucket Memorial Airport Commission as a result of the Consultants' failure to make such required payments.

AGREEMENT TO WAIVE RIGHTS TO BENEFITS

9. The Consultants hereby waive and forego the right to receive any benefits given by the Nantucket Memorial Airport Commission to its regular employees, including, but not limited to, health benefits, vacation and sick leave benefits, profit sharing plans, such as 401(k) plans. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the Consultants by virtue of their services to the Nantucket Memorial Airport Commission, and is effective for the entire duration of this Agreement. This waiver is effective independently of Consultants' employment status as adjudged for taxation purposes or for any other purpose.

TERM

10. **This Agreement shall be effective for six (6) months, beginning on _____ and expiring on _____.**

NON-DISCLOSURE OF TRADE SECRETS, CUSTOMER LISTS AND OTHER PROPRIETARTY INFORMATION

11. Consultants agree not to disclose or communicate, in any manner, either during or after the term of this Agreement, proprietary information about the Nantucket Memorial Airport Commission, its operations, clientele, or any other proprietary information, that relate to the business of the Nantucket

Memorial Airport Commission, including, but not limited to, the names of its customers, its marketing strategies, operations, or any other information of any kind which would be deemed confidential, a trade secret, a customer list, or other form of proprietary information of the Nantucket Memorial Airport Commission. Consultants acknowledge that the above information is material and confidential, and that it affects the profitability of the Nantucket Memorial Airport Commission. Consultants understand that any breach of this provision, or that of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement. To the extent the Consultants feel they need to disclose confidential information, they may do so only after obtaining written authorization from the Nantucket Memorial Airport's Manager.

NON-SOLICITATION COVENANT

12. The Consultants shall not, during the Agreement, and for a period of one (1) year immediately following termination of this Agreement, either directly or indirectly, call on, solicit, or take away, or attempt to call on, solicit, or take away, any of the customers or clients of the Nantucket Memorial Airport Commission on whom Consultants called or became acquainted with during the term of the Agreement, either for their own benefit, or for the benefit of any other person, firm, corporation or organization.

NON-RECRUIT COVENANT

13. Consultants shall not, during this Agreement and for a period of one (1) year immediately following termination of this Agreement, either directly or indirectly, recruit any of the Nantucket Memorial Airport Commission's employees for the purpose of any outside business.

RETURN OF PROPERTY

14. On termination of this Agreement, or whenever requested by the parties, each party shall immediately deliver to the other party all property in its possession, or under its care and control, belonging to the other party to them, including but not limited to, proprietary information, customer lists, trade secrets, intellectual property, computers, equipment, tools, documents, plans, recordings, software, and all related records or accounting ledgers.

EXPENSE ACCOUNTS

15. The Consultants and the Nantucket Memorial Airport Commission agree to maintain separate accounts in regards to all expenses related to performing the Scope of Work. The Consultants are solely responsible for payment of expenses incurred pursuant to this Agreement unless provided otherwise in writing by the Nantucket Memorial Airport's Manager. The Consultants agree to execute and deliver any agreements and documents prepared by the Nantucket Memorial Airport Commission and to do all other lawful acts required to establish, document, and protect such rights.

WORKS FOR HIRE

16. The Consultants agree that the Scope of Work, all tasks, duties, results, inventions and intellectual property developed or performed pursuant to this Agreement are considered "works for hire", and that the results of said work are by virtue of this Agreement assigned to the Nantucket Memorial Airport Commission and shall be the sole property of the Nantucket Memorial Airport Commission for all purposes, including, but not limited to, copyright, trademark, service mark, patent, and trade secret laws.

LEGAL COMPLIANCE

17. The Consultants are encouraged to treat all Nantucket Memorial Airport Commission employees, customers, clients, business partners and other affiliates with respect and responsibility. The Consultants are required to comply with all laws, ethical codes and Nantucket Memorial Airport Commission policies, procedures, rules or regulations, including those forbidding sexual harassment, discrimination, and unfair business practices.

LICENSING, WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE

18. The Consultants agree to immediately supply the Nantucket Memorial Airport Commission with proof of any licensing status required to perform the Scope of Work pursuant to this Agreement, Workers' Compensation Coverage, and General Liability Insurance.

PERSONS HIRED BY CONSULTANTS

19. All persons hired by the Consultants to assist in performing the tasks and duties necessary to complete the Scope of Work shall be the employees of the Consultants, unless specifically indicated otherwise in an agreement signed by all parties. The Consultants shall immediately provide proof of Workers' Compensation insurance and General Liability insurance covering said employees.

NOTICES

20. Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by main, registered or certified, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. The Consultants agree to keep the Nantucket Memorial Airport Commission current as to their business and mailing addresses, as well as telephone, facsimile, e-mail and pager numbers.

Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Jeffrey DeCarlo, Administrator

massDOT
Massachusetts Department of Transportation
Aeronautics Division

October 16, 2016

Daniel Drake, Chairman
Nantucket Airport Commission
Nantucket Memorial Airport
14 Airport Rd
Nantucket, MA 02554

Re: MassDOT Aeronautics Division Grant Award Notification
Nantucket Memorial Airport

Dear Mr. Drake,

The Massachusetts Department of Transportation (MassDOT), Aeronautics Division is pleased to inform you that a state grant has been awarded to your airport for the following project:

Airport:	*Nantucket Memorial Airport*
Date of Award:	*10/3/2016*
Project Name:	*Airfield Electrical Vault Modifications*
Project Number:	*3-25-0033-64-2016*
Grant Number:	*ACKVLTMOD*
Grant Amount:	*$63,825.00*
Grant Expiration Date:	*6/30/2017*

Two standard contracts and airport grant assurances are enclosed. Sign and return the following as soon as possible to MassDOT:

1. Two (2) signed standard contract forms; and
2. One (1) signed airport grant assurance. Keep the other grant assurance for your files.

If you have any questions concerning this matter, please call me at (617) 412-3680.

Sincerely,

Thomas F. Mahoney, PE
Director of Airport Engineering

RECEIVED
OCT 19 2016
BY:

cc: Airport Manager
file

Logan Office Center, One Harborside Drive, Suite 205N
East Boston, MA 02128
Tel: 617-412-3680, TTY: 857-368-0655
www.mass.gov/massdot

Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Jeffrey DeCarlo, Administrator

massDOT
Massachusetts Department of Transportation
Aeronautics Division

GRANT ASSURANCES
Nantucket Memorial Airport

Airfield Electrical Vault Modifications
AIP Project No. #3-25-0033-64-2016
State Grant No. #ACKVLTMOD

A. Definitions.

1. "Aeronautics Division" shall mean the Massachusetts Department of Transportation (MassDOT) Aeronautics Division.

2. "Airport" shall mean the Nantucket Memorial Airport and all appurtenant areas and facilities which are used, or intended for use, for airport buildings, airport facilities, or rights-of-way, together with all buildings and facilities located thereon.

3. "Airport Commission" shall mean the Nantucket Airport Commission with members appointed by the Board of Selectmen, as appropriate pursuant to Section 51 E of Chapter 90 of the General Laws.

4. "Town" shall mean the Town of Nantucket.

5. "FAA" shall mean the Federal Aviation Administration.

6. "Grant" shall mean the Grant Agreements dated 10/3/2016 as amended by these Grant Assurances by and between the Aeronautics Division, the Airport Commission and the Town of Nantucket.

7. "Grant Assurances" shall mean the assurances and certifications contained herein and made by the Airport Commission for the purpose of securing the Aeronautics Division's approval and award of the Grant.

8. "Program" shall mean the investigation and analysis, engineering, consulting, planning, design and construction of the subject project.

9. "Project" shall mean Airfield Electrical Vault Modifications and related work included as additional efforts in the Program at the sole discretion of the Aeronautics Division.

10. The project will be conducted upon Airport property as well as outside the Airport boundaries with funding from the FAA, the Airport Commission and the Aeronautics Division.

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

B. General.

1. These Grant Assurances shall be complied with in the performance of the obligations imposed upon the Airport Commission, the Town and its respective successors pursuant to the Grant.

2. Upon acceptance of the Grant by the Airport Commission and the execution of the Grant by the Airport Commission, the Town and the Aeronautics Division, these Grant Assurances shall be incorporated in and become a part of the Grant without further reference.

C. Duration.

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

D. Certifications by the Airport Commission

1. The Airport Commission hereby assures and certifies that it will comply with:

   a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of federal and state funds for this Project; and

   b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.

2. The Airport Commission hereby assures and certifies that:

   a. oversight of the Airport is exclusively held by the Airport Commission and that the Airport Commission has sole custody and control of the Airport pursuant to Chapter 90, Section 51 E of the General Laws;

   b. the state funds from previous grants from the Aeronautics Division, and the physical assets they produced, were sought by the Airport Commission on the basis that they would ensure the continued fiscal and operational stability of the Airport;

   c. the state funds from this Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;

   d. the Airport Commission has the legal authority to apply for, accept, and be bound by this Grant and the understandings and assurances contained therein;

   e. the Airport Commission has the legal authority to oversee the performance of all of the obligations imposed upon the Airport Commission and the Town by this Grant;

f. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project;

g. the Airport Commission shall submit within thirty (30) days of the date the Aeronautics Division executes this Grant a finance plan with details as to the total cost to design and construct the subject project and the sources and amounts of funds the Airport Commission has available to it to pay those costs;

h. the Airport Commission shall not take any action which would deprive the Airport Commission of, or otherwise diminish, any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary to exercise the custody, care and management of the Airport or to perform the terms, conditions, and assurances in this Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division. The Airport Commission will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;

i. the Airport Commission shall not sell, encumber, other than leasing, or otherwise transfer or dispose of the title to or interests in the physical assets and real property located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld;

j. the Airport Commission shall not eliminate all or any portion of the physical assets and real property previously purchased through a MAC grant, located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld; and

k. the Airport Commission has authorized the Chairman of the Airport Commission to execute the Grants and the Grant Assurances on behalf of the Airport Commission and has attached hereto a copy of the Airport Commission meeting minutes, certified by the Secretary of the Airport Commission to be a true copy of said minutes, documenting such authorization.

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

1. Notwithstanding any powers that may be granted to the Board of Selectmen of Nantucket the Town agrees not to attempt to reorganize the Airport Commission, or in any way to interfere with the autonomy and authority of the Airport Commission as created under Chapter 90, Section 51E of the General Laws, without the express approval of the Aeronautics Division.

2. The Town assures and certifies that it will take no actions that would interfere with the Airport Commission's ability to comply with:

   a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of federal and state funds for this Project; and

b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.

3. The Town hereby assures, certifies and acknowledges that:

   a. notwithstanding any powers, authority of responsibility that may be granted to the Town, it agrees not to interfere unlawfully with the powers, authority and responsibilities granted to the Airport Commission by Chapter 90, Section 51 E of the General Laws; provided, however, that this provision shall not preclude the establishment of a management agreement or agreements between the Airport Commission and the Town to contract for services, resources and skills of the Town offices or any department of the Town; provided further that each such agreement shall not take effect until approved by the Aeronautics Division in writing;

   b. the state funds from the Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;

   c. The Airport Commission has the legal authority to apply for and accept this Grant and the understandings and assurances contained therein;

   d. The Airport Commission has the legal authority to oversee the performance of all the obligations imposed upon the Airport Commission and the Town by this Grant; and

   e. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project.

4. The Town hereby assures and certifies that:

   a. the Town shall not take or permit any action which would dissolve the Airport Commission or deprive the Airport Commission of any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary for it to exercise the custody, care and management of the Airport or to perform any or all of the terms, conditions, and assurances in the Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division, and the Town will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;

   b. the Town shall not take any actions which would have the effect of modifying or terminating any of the obligations and responsibilities imposed upon and accepted by the Airport Commission pursuant to this Grant without the prior written approval of the Aeronautics Division; and

c. the Town shall not take any action which would have the effect of altering, modifying, expanding, or eliminating all or any portion of the physical assets and real property located at the Airport without the prior written approval of the Aeronautics Division.

5. The Board of Selectmen hereby assures and certifies that it has authorized their Chairman to execute these Grant Assurances on behalf of the Town and has attached hereto a copy of the meeting minutes, certified by the Secretary to be a true copy of said minutes, documenting such authorization.

F. **Accounting System, Audit and Record Keeping Requirements.**

1. The Airport Commission hereby covenants and agrees to:

   a. deposit all funds received for this Project into an Airport Commission segregated account and to disburse said funds solely for the purposes for which they were paid;

   b. keep all Project accounts and records which fully disclose: i) the total cost of the Project. ii) the amount and disposition by the Airport Commission of the proceeds of all grants and other funds received by the Airport Commission for this Project. iii) the amount and nature of the funds supplied by each source for this Project. and, iv) such other financial records as are pertinent to the Project;

   c. keep all Project accounts and records in accordance with an accounting system that will facilitate an effective financial audit of the Project; and

   d. upon request, make available to the Aeronautics Division or its designated representative for the purpose of audit and examination, any books, documents, papers, and records of the Airport Commission or Town that is pertinent to the Project.

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

1. The Airport Commission shall execute the Project subject to the plans, specifications, budgets and schedules reviewed and approved by the Aeronautics Division and such other guidance as the Aeronautics Division deems appropriate. All modifications to the approved plans, specifications, budgets and schedules shall also be subject to the review and approval of the Aeronautics Division.

2. The Airport Commission shall provide and maintain competent technical and administrative supervision throughout the duration of the Project to ensure the Project is completed in accordance with the terms of the Grant, these Assurances, the approved plans, specifications, budgets and schedules.

I. Airport Operation and Maintenance.

1. The Airport Commission shall operate the Airport for:

   a. the aeronautical benefit of the public using the Airport;

   b. the uses intended by the Aeronautics Division in the approval of the Airport Certificate;

   c. the uses intended by the Aeronautics Division and Federal Aviation Administration in the award of their respective funding grants; and

   d. such non-aeronautical uses as are explicitly approved in writing by the FAA and the Aeronautics Division.

2. The Airport Commission shall suitably operate and maintain the Airport and all facilities located thereon or connected therewith with due regard to climatic and flood conditions. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned and controlled by the United states, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by federal or state agencies for airport maintenance and operation.

3. Except as provided for in Section I (5) below, the Airport Commission shall not cease to operate, abandon, or dispose of the Airport, or any part thereof, without the prior written consent of the Aeronautics Division.

4. The Airport Commission or the Board of Selectmen of the Town shall not close the Airport or restrict the use of the Airport or any of the facilities located thereon or connected therewith without the prior written permission of the Aeronautics Division.

5. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, may suspend the operation of the Airport for aeronautical use only during temporary periods when a climatic condition or other condition identified as a reason for suspension of airport operations in applicable federal or state aeronautical laws, rules, regulations, advisories, or orders, interferes with the safe operation and maintenance of the Airport. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, shall comply with all applicable federal or state aeronautical laws, rules, regulations, advisories, or orders governing said suspension of operations.

6. The obligation to operate the Airport as prescribed above shall run for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission from the Aeronautics Division or the Federal Aviation Administration, whichever occurs later.

J. Compatible Land Use.

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

K. Economic Nondiscrimination.

1. The Airport Commission and the Board of Selectmen of the Town shall make the Airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds and classes of aeronautical use.

2. Every agreement, contract, lease or other arrangement under which a right or a privilege is granted to any person, firm, or corporation to conduct or engage in any activity at the Airport, shall require such person, firm, or corporation to conduct or engage in their respective activity(ies) in a fair, reasonable and not unjustly discriminatory manner.

3. Each person, firm, or corporation operating at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other persons, firms, or corporations making the same or similar uses of the Airport and utilizing the same or similar facilities.

4. The Airport Commission and Board of Selectmen of the Town shall not exercise or grant any exclusive right or privilege which operates to prevent any person, firm or corporation from providing the same or similar service at the Airport.

5. Subject to the prior written approval of the Aeronautics Division, the Airport Commission may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.

6. The Airport Commission shall establish such fair, equal and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport.

L. Airport Revenues.

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

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

M. **Reports and Inspections.**

1. The Airport Commission shall, upon reasonable request:

   a. submit to the Aeronautics Division such annual or special financial and operations reports to the Aeronautics Division;

   b. make available to the public at reasonable times and places a report of the airport budget in a format satisfactory to the Aeronautics Division;

   c. make all Airport and Airport Commission records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Aeronautics Division; and

   d. in a format prescribed by the Aeronautics Division, provide to the Aeronautics Division and make available to the public, not later than one hundred and twenty (120) days following each of its fiscal years, an annual report listing in detail:

      i. all amounts paid by the Airport to any other unit of government and the purposes for which each such payment was made; and
      ii. all service and property provided by the Airport to other units of government and the amount of compensation received for providing each such service and property.

N. **Airport Layout Plan.**

1. The Airport Commission shall maintain an up to date Airport Layout Plan (ALP) of the Airport which shall show:

   a. the boundaries of the Airport and all proposed additions thereto or deletions therefrom, together with the boundaries of all offsite areas owned or controlled by the Airport Commission for Airport purposes and any proposed additions thereto or deletions therefrom;

   b. the location and nature of all existing and proposed Airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, other buildings and structures, and roads) including all proposed extensions and reductions of existing airport facilities; and

c. the location and nature of all existing and proposed non-aviation areas at the Airport and of all existing or proposed improvements located thereon.

2. The ALP, and each amendment, revision or modification thereof, shall be subject to the approval of the Aeronautics Division, which approval shall be evidenced by the signature of a duly authorized representative of the Aeronautics Division on the face of the ALP.

3. The Airport Commission and/or Board of Selectmen shall not make or permit any changes or alterations in the Airport or any of the facilities at the Airport thereby causing non-conformity with the ALP as approved by the Aeronautics Division and which might, in the opinion of the Aeronautics Division, adversely affect the safety, utility or efficiency of the Airport. If a change or alteration of the Airport or the facilities is made which the Aeronautics Division subsequently determines adversely affects the safety, utility or efficiency of the Airport, the Airport Commission and the Board of Selectmen shall, if requested by the Aeronautics Division:

   a. eliminate such adverse effect in a manner approved by the Aeronautics Division; or,

   b. bear all costs of relocating such property (or replacement thereof) to the level of safety, utility, efficiency and cost of operation existing prior to the unapproved change in the Airport or its facilities.

O. Civil Rights.

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

P. Disposal of Land and Airport Facilities.

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

Q. Foreign Market Restrictions.

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

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

R. **Future Grants.**

1. This Grant is being awarded in the expectation that the Airport Commission will complete the scope of work associated with this Project.

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

S. **Successors.**

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

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

Nantucket Airport Commission or Airport Manager By:_____ Title: Chairman or Airport Manager Date: _____	I hereby certify that _____is the Chairman of the Nantucket Airport Commission and was authorized to execute these Grant Assurances on behalf of the Nantucket Airport Commission by a vote taken on_____, a copy of which is attached and made a part hereof. _____ Reporting Secretary

Chairman, Board of Selectmen, Town of Nantucket By: _____ Date: _____	I hereby certify that _____ is the Chairman of the Board of Selectmen for the Town of Nantucket and has been authorized to execute these Grant Assurances on behalf of the Town of Nantucket on this day_____, 20_____. _____ Town Clerk, Town of Nantucket

Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Jeffrey DeCarlo, Administrator

massDOT
Massachusetts Department of Transportation
Aeronautics Division

October 16, 2016

Daniel Drake, Chairman
Nantucket Airport Commission
Nantucket Memorial Airport
14 Airport Rd
Nantucket, MA 02554

Re: MassDOT Aeronautics Division Grant Award Notification
Nantucket Memorial Airport

Dear Mr. Drake,

The Massachusetts Department of Transportation (MassDOT), Aeronautics Division is pleased to inform you that a state grant has been awarded to your airport for the following project:

Airport:	*Nantucket Memorial Airport*
Date of Award:	*10/3/2016*
Project Name:	*Interactive Employee Training System, Upgrade Public Address System and Flight Information Displays*
Project Number:	*3-25-0033-65-2016*
Grant Number:	*ACKPAFIDS*
Grant Amount:	*$31,950.00*
Grant Expiration Date:	*6/30/2017*

Two standard contracts and airport grant assurances are enclosed. Sign and return the following as soon as possible to MassDOT:

1. Two (2) signed standard contract forms; and
2. One (1) signed airport grant assurance. Keep the other grant assurance for your files.

If you have any questions concerning this matter, please call me at (617) 412-3680.

Sincerely,

for

Thomas F. Mahoney, PE
Director of Airport Engineering

cc: Airport Manager
file

Logan Office Center, One Harborside Drive, Suite 205N
East Boston, MA 02128
Tel: 617-412-3680, TTY: 857-368-0655
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massDOT
Massachusetts Department of Transportation
Aeronautics Division

GRANT ASSURANCES
Nantucket Memorial Airport

Interactive Employee Training System, Upgrade Public Address System and Flight Information Displays
AIP Project No. #3-25-0033-65-2016
State Grant No. #ACKPAFIDS

A. Definitions.

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2. "Airport" shall mean the Nantucket Memorial Airport and all appurtenant areas and facilities which are used, or intended for use, for airport buildings, airport facilities, or rights-of-way, together with all buildings and facilities located thereon.

3. "Airport Commission" shall mean the Nantucket Airport Commission with members appointed by the Board of Selectmen, as appropriate pursuant to Section 51 E of Chapter 90 of the General Laws.

4. "Town" shall mean the Town of Nantucket.

5. "FAA" shall mean the Federal Aviation Administration.

6. "Grant" shall mean the Grant Agreements dated 10/3/2016 as amended by these Grant Assurances by and between the Aeronautics Division, the Airport Commission and the Town of Nantucket.

7. "Grant Assurances" shall mean the assurances and certifications contained herein and made by the Airport Commission for the purpose of securing the Aeronautics Division's approval and award of the Grant.

8. "Program" shall mean the investigation and analysis, engineering, consulting, planning, design and construction of the subject project.

9. "Project" shall mean Interactive Employee Training System, Upgrade Public Address System and Flight Information Displays and related work included as additional efforts in the Program at the sole discretion of the Aeronautics Division.

10. The project will be conducted upon Airport property as well as outside the Airport boundaries with funding from the FAA, the Airport Commission and the Aeronautics Division.

B. General.

1. These Grant Assurances shall be complied with in the performance of the obligations imposed upon the Airport Commission, the Town and its respective successors pursuant to the Grant.

2. Upon acceptance of the Grant by the Airport Commission and the execution of the Grant by the Airport Commission, the Town and the Aeronautics Division, these Grant Assurances shall be incorporated in and become a part of the Grant without further reference.

C. Duration.

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

D. Certifications by the Airport Commission

1. The Airport Commission hereby assures and certifies that it will comply with:

   a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of federal and state funds for this Project; and

   b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.

2. The Airport Commission hereby assures and certifies that:

   a. oversight of the Airport is exclusively held by the Airport Commission and that the Airport Commission has sole custody and control of the Airport pursuant to Chapter 90, Section 51 E of the General Laws;

   b. the state funds from previous grants from the Aeronautics Division, and the physical assets they produced, were sought by the Airport Commission on the basis that they would ensure the continued fiscal and operational stability of the Airport;

   c. the state funds from this Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;

   d. the Airport Commission has the legal authority to apply for, accept, and be bound by this Grant and the understandings and assurances contained therein;

   e. the Airport Commission has the legal authority to oversee the performance of all of the obligations imposed upon the Airport Commission and the Town by this Grant;

f. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project;

g. the Airport Commission shall submit within thirty (30) days of the date the Aeronautics Division executes this Grant a finance plan with details as to the total cost to design and construct the subject project and the sources and amounts of funds the Airport Commission has available to it to pay those costs;

h. the Airport Commission shall not take any action which would deprive the Airport Commission of, or otherwise diminish, any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary to exercise the custody, care and management of the Airport or to perform the terms, conditions, and assurances in this Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division. The Airport Commission will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;

i. the Airport Commission shall not sell, encumber, other than leasing, or otherwise transfer or dispose of the title to or interests in the physical assets and real property located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld;

j. the Airport Commission shall not eliminate all or any portion of the physical assets and real property previously purchased through a MAC grant, located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld; and

k. the Airport Commission has authorized the Chairman of the Airport Commission to execute the Grants and the Grant Assurances on behalf of the Airport Commission and has attached hereto a copy of the Airport Commission meeting minutes, certified by the Secretary of the Airport Commission to be a true copy of said minutes, documenting such authorization.

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

1. Notwithstanding any powers that may be granted to the Board of Selectmen of Nantucket the Town agrees not to attempt to reorganize the Airport Commission, or in any way to interfere with the autonomy and authority of the Airport Commission as created under Chapter 90, Section 51E of the General Laws, without the express approval of the Aeronautics Division.

2. The Town assures and certifies that it will take no actions that would interfere with the Airport Commission's ability to comply with:

   a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of federal and state funds for this Project; and

b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.

3. The Town hereby assures, certifies and acknowledges that:

   a. notwithstanding any powers, authority of responsibility that may be granted to the Town, it agrees not to interfere unlawfully with the powers, authority and responsibilities granted to the Airport Commission by Chapter 90, Section 51 E of the General Laws; provided, however, that this provision shall not preclude the establishment of a management agreement or agreements between the Airport Commission and the Town to contract for services, resources and skills of the Town offices or any department of the Town; provided further that each such agreement shall not take effect until approved by the Aeronautics Division in writing;

   b. the state funds from the Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;

   c. The Airport Commission has the legal authority to apply for and accept this Grant and the understandings and assurances contained therein;

   d. The Airport Commission has the legal authority to oversee the performance of all the obligations imposed upon the Airport Commission and the Town by this Grant; and

   e. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project.

4. The Town hereby assures and certifies that:

   a. the Town shall not take or permit any action which would dissolve the Airport Commission or deprive the Airport Commission of any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary for it to exercise the custody, care and management of the Airport or to perform any or all of the terms, conditions, and assurances in the Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division, and the Town will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;

   b. the Town shall not take any actions which would have the effect of modifying or terminating any of the obligations and responsibilities imposed upon and accepted by the Airport Commission pursuant to this Grant without the prior written approval of the Aeronautics Division; and

c. the Town shall not take any action which would have the effect of altering, modifying, expanding, or eliminating all or any portion of the physical assets and real property located at the Airport without the prior written approval of the Aeronautics Division.

5. The Board of Selectmen hereby assures and certifies that it has authorized their Chairman to execute these Grant Assurances on behalf of the Town and has attached hereto a copy of the meeting minutes, certified by the Secretary to be a true copy of said minutes, documenting such authorization.

F. **Accounting System, Audit and Record Keeping Requirements.**

1. The Airport Commission hereby covenants and agrees to:

   a. deposit all funds received for this Project into an Airport Commission segregated account and to disburse said funds solely for the purposes for which they were paid;

   b. keep all Project accounts and records which fully disclose: i) the total cost of the Project. ii) the amount and disposition by the Airport Commission of the proceeds of all grants and other funds received by the Airport Commission for this Project. iii) the amount and nature of the funds supplied by each source for this Project. and, iv) such other financial records as are pertinent to the Project;

   c. keep all Project accounts and records in accordance with an accounting system that will facilitate an effective financial audit of the Project; and

   d. upon request, make available to the Aeronautics Division or its designated representative for the purpose of audit and examination, any books, documents, papers, and records of the Airport Commission or Town that is pertinent to the Project.

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

1. The Airport Commission shall execute the Project subject to the plans, specifications, budgets and schedules reviewed and approved by the Aeronautics Division and such other guidance as the Aeronautics Division deems appropriate. All modifications to the approved plans, specifications, budgets and schedules shall also be subject to the review and approval of the Aeronautics Division.

2. The Airport Commission shall provide and maintain competent technical and administrative supervision throughout the duration of the Project to ensure the Project is completed in accordance with the terms of the Grant, these Assurances, the approved plans, specifications, budgets and schedules.

I. Airport Operation and Maintenance.

1. The Airport Commission shall operate the Airport for:

   a. the aeronautical benefit of the public using the Airport;

   b. the uses intended by the Aeronautics Division in the approval of the Airport Certificate;

   c. the uses intended by the Aeronautics Division and Federal Aviation Administration in the award of their respective funding grants; and

   d. such non-aeronautical uses as are explicitly approved in writing by the FAA and the Aeronautics Division.

2. The Airport Commission shall suitably operate and maintain the Airport and all facilities located thereon or connected therewith with due regard to climatic and flood conditions. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned and controlled by the United states, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by federal or state agencies for airport maintenance and operation.

3. Except as provided for in Section I (5) below, the Airport Commission shall not cease to operate, abandon, or dispose of the Airport, or any part thereof, without the prior written consent of the Aeronautics Division.

4. The Airport Commission or the Board of Selectmen of the Town shall not close the Airport or restrict the use of the Airport or any of the facilities located thereon or connected therewith without the prior written permission of the Aeronautics Division.

5. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, may suspend the operation of the Airport for aeronautical use only during temporary periods when a climatic condition or other condition identified as a reason for suspension of airport operations in applicable federal or state aeronautical laws, rules, regulations, advisories, or orders, interferes with the safe operation and maintenance of the Airport. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, shall comply with all applicable federal or state aeronautical laws, rules, regulations, advisories, or orders governing said suspension of operations.

6. The obligation to operate the Airport as prescribed above shall run for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission from the Aeronautics Division or the Federal Aviation Administration, whichever occurs later.

J. Compatible Land Use.

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

K. Economic Nondiscrimination.

1. The Airport Commission and the Board of Selectmen of the Town shall make the Airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds and classes of aeronautical use.

2. Every agreement, contract, lease or other arrangement under which a right or a privilege is granted to any person, firm, or corporation to conduct or engage in any activity at the Airport, shall require such person, firm, or corporation to conduct or engage in their respective activity(ies) in a fair, reasonable and not unjustly discriminatory manner.

3. Each person, firm, or corporation operating at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other persons, firms, or corporations making the same or similar uses of the Airport and utilizing the same or similar facilities.

4. The Airport Commission and Board of Selectmen of the Town shall not exercise or grant any exclusive right or privilege which operates to prevent any person, firm or corporation from providing the same or similar service at the Airport.

5. Subject to the prior written approval of the Aeronautics Division, the Airport Commission may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.

6. The Airport Commission shall establish such fair, equal and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport.

L. Airport Revenues.

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

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

M. Reports and Inspections.

1. The Airport Commission shall, upon reasonable request:

   a. submit to the Aeronautics Division such annual or special financial and operations reports to the Aeronautics Division;

   b. make available to the public at reasonable times and places a report of the airport budget in a format satisfactory to the Aeronautics Division;

   c. make all Airport and Airport Commission records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Aeronautics Division; and

   d. in a format prescribed by the Aeronautics Division, provide to the Aeronautics Division and make available to the public, not later than one hundred and twenty (120) days following each of its fiscal years, an annual report listing in detail:

      i. all amounts paid by the Airport to any other unit of government and the purposes for which each such payment was made; and
      ii. all service and property provided by the Airport to other units of government and the amount of compensation received for providing each such service and property.

N. Airport Layout Plan.

1. The Airport Commission shall maintain an up to date Airport Layout Plan (ALP) of the Airport which shall show:

   a. the boundaries of the Airport and all proposed additions thereto or deletions therefrom, together with the boundaries of all offsite areas owned or controlled by the Airport Commission for Airport purposes and any proposed additions thereto or deletions therefrom;

   b. the location and nature of all existing and proposed Airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, other buildings and structures, and roads) including all proposed extensions and reductions of existing airport facilities; and

c. the location and nature of all existing and proposed non-aviation areas at the Airport and of all existing or proposed improvements located thereon.

2. The ALP, and each amendment, revision or modification thereof, shall be subject to the approval of the Aeronautics Division, which approval shall be evidenced by the signature of a duly authorized representative of the Aeronautics Division on the face of the ALP.

3. The Airport Commission and/or Board of Selectmen shall not make or permit any changes or alterations in the Airport or any of the facilities at the Airport thereby causing non-conformity with the ALP as approved by the Aeronautics Division and which might, in the opinion of the Aeronautics Division, adversely affect the safety, utility or efficiency of the Airport. If a change or alteration of the Airport or the facilities is made which the Aeronautics Division subsequently determines adversely affects the safety, utility or efficiency of the Airport, the Airport Commission and the Board of Selectmen shall, if requested by the Aeronautics Division:

   a. eliminate such adverse effect in a manner approved by the Aeronautics Division; or,

   b. bear all costs of relocating such property (or replacement thereof) to the level of safety, utility, efficiency and cost of operation existing prior to the unapproved change in the Airport or its facilities.

O. Civil Rights.

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

P. Disposal of Land and Airport Facilities.

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

Q. Foreign Market Restrictions.

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

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

R. Future Grants.

1. This Grant is being awarded in the expectation that the Airport Commission will complete the scope of work associated with this Project.

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

S. Successors.

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

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

Nantucket Airport Commission or Airport Manager By:_____ Title: Chairman or Airport Manager Date: _____	I hereby certify that _____is the Chairman of the Nantucket Airport Commission and was authorized to execute these Grant Assurances on behalf of the Nantucket Airport Commission by a vote taken on_____, a copy of which is attached and made a part hereof. _____ Reporting Secretary

Chairman, Board of Selectmen, Town of Nantucket By: _____ Date: _____	I hereby certify that _____ is the Chairman of the Board of Selectmen for the Town of Nantucket and has been authorized to execute these Grant Assurances on behalf of the Town of Nantucket on this day_____, 20_____. _____ Town Clerk, Town of Nantucket

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

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

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

Nantucket Memorial Airport Commission
Letter of Authorization

11/08/16

The undersigned Nantucket Memorial Airport Commissioners authorize Daniel W. Drake, Chairman, or in his absence, Arthur D. Gasbarro, Vice Chair, to sign on behalf of the entire Commission on Federal or State contracts, grants and other agreements totaling $50,000 or more, pertaining to projects previously approved by the entire Commission.

_____

_____

_____

_____

_____

NANTUCKET MEMORIAL AIRPORT									
CAPITAL REQUESTS FY18									
	PROJECT NAME	**ESTIMATED COST**	**PROJECT DESCRIPTION**	**RELATED PLAN**	**REPLACEMENT**	**NEW**	**PRICING SOURCE**	**PICTURE**	**OPERATING BUDGET IMPACTS**
	Purchase Airfield Equipment & Vehicles								
	A-1 Tire Replacement	$ 16,000.00	Replace 4 tires on 2002 Oshkosh TI-1500 Aircraft Rescue Fire Truck (A-1). Current tires are original from 2001 and are very worn and cracked.	Equipment Asset Plan	Yes	N/A	Sullivan Tire	Included	Will save on maintenance and improve overall safety
	Loader 1 Tire Replacement	$ 16,000.00	Replace 4 tires on 1988 John Deer 644E Front End Loader, which is primarily used for snow removal. Tires are 10 plus years old and have several large cuts in them. Current tires are also not ideal for snow & ice traction.	Equipment Asset Plan	Yes	N/A	Sullivan Tire	Included	Improved tire traction will improve plowing efficiency
	Deicer Truck	$ 155,000.00	Replace current deicer with a new GS700, 800 gallon aircraft deicer with perkins diesel engine, passenger overhead window with wiper system.	Equipment Asset Plan	Yes	N/A	Ground Support Specialist LLC	Included	More effective for de-icing aircraft and safer for the operators; decreasing liability
	Heavy duty brush deck	$ 30,000.00	This equipment is to provide for heavy brush mowing as required by the FAA for wildlife hazard management and MESA for rare species management.	Equipment Asset Plan	No	Yes	John Deere	Included	N/A
	Replace compressor	$ 22,000.00	Replace the compressor that is currently used for the sprinklers & jack hammer. Current compressor is 20 plus years old and replacement parts are no longer being made (built in 1974).	Equipment Asset Plan	Yes	N/A	Milton Cat quote	Included	Won't have to rent a compressor or hire a third party when it's needed
	Security & Custodian Vehicle (2 vehicle request split into 2 years)	$ 42,000.00	Purchase of a 2016/2017 Ford Explorer 4x4 - The Security Dept currently doesn't have a vehicle and has to share the vehicle that the custodians use. The Security Department needs their own vehicle to be able to do regular security checks, fencing rounds, respond to emergency incidents etc.	Equipment Asset Plan	No	Yes	Ford.com	Included	N/A
	Sub-total Purchase Airfield Equipment & Vehicles	**$ 281,000.00**							
	Facility Upgrades & Improvements								
	Extend bag belt behind Cape Air	$ 200,000.00	Alternative baggage belt feed at main terminal ticketing lobby to enable Cape Air to divert all FAA Part 139 baggage into an induction feed leading to an explosive detection system (EDS) screening pod	N/A	N/A	Yes	Populous (Construction Costs Only)	Included	N/A
	Fire Suppression System for Fuel Farm	$ 70,000.00	One for one replacement of the fuel farm flame detection system. Currently a manual system but has the set up for an automatic system. This is to make this automatic again.	N/A	Yes	N/A	Encore (Clarion) with reduction due to using less expensive heat detectors	Included	Reduce our liability
	Fuel Farm Piping Replacement	$ 436,100.00	Remove and install new 4 inch Stainless Steel SCH 40 piping & values for Jet A; AvGas & Jet A pump replacement	N/A	Yes	N/A	Lakes Region	Included	Less maintenance (labor and parts)
	Lights on centerline and touchdown zone	$ 25,000.00	New lights to replace unrepairable centerline and touchdown zone lights. 185 lights total, have 20 extra lights on shelf. As they go out we replace them, take the old one back and repair it and put it on the shelve. These are all 20 plus years old, planes have landed on them, and are ultimately becoming irreplaceable.	N/A	Yes	N/A	Crouse Hinds Quote	Included	Less time spent from Maintenance replacing and repairing them.

NANTUCKET MEMORIAL AIRPORT									
CAPITAL REQUESTS FY18									
	PROJECT NAME	**ESTIMATED COST**	**PROJECT DESCRIPTION**	**RELATED PLAN**	**REPLACEMENT**	**NEW**	**PRICING SOURCE**	**PICTURE**	**OPERATING BUDGET IMPACTS**
	Paint and Beads & Rubber & Markings Removal (Multi - Year 1)	$ 176,000.00	FAA Part 139 requires the airfield markings to meet certain standards. NMA has developed a multi year plan to break out the removal and re-painting of the airfield. Previously performed by MASS DOT	FAA Part 139 Maintenance Requirements	N/A	N/A	Jacobs Engineering	Included	Reduce our airfield maintenance budget which currently contains a small amount of paint & beads for small repairs when necessary
	Podiums in TSA hold room	$ 15,000.00	We would like to replace the Jet Blue podium (that they brought in) with one of our own so they match and add an additional podium	N/A	N/A	Yes	Nantucket Architecture Group	Included	N/A
	Repave maintenance road near localizer antenna	$ 12,000.00	A portion of the road has a sag in it and needs to be re-paved.	N/A	Repair	N/A	Verbal quote from Victor	Included	Save wear and tear on trucks & equipment (suspension repairs)
	Sub-total Facility Upgrades & Improvements	**$ 934,100.00**							
	FAA Airport Improvement Plan AIP Projects								
	(**AIP**) 5 Year CIP EA/EIR Permitting - Supplemental Authorization	$ 450,000.00	This is environmental work that is required prior to implementing various Master Plan related projects. This is a request for additional authorization as the estimate provided by our engineering consultants has increased	Original authorization of $300k was approved in the 2015 ATM for a FY16 Environment Impact Report (AIP Grant Eligible)	N/A	N/A	Jacobs Engineering	N/A	N/A
	(**AIP**) ALP Update with SMS and Narrative	$ 250,000.00	ALP Update with SMS and Narrative to focus on non-standard pavement geometry. This would consist of pavement projects that FAA is standardizing across the county. For example, edges of pavement on taxiway connectors and taxiway/runway intersections would change to either widen the width or square them off perpendicular to one another for visual safety purposes.	FAA Capital Improvement Plan (AIP Grant Eligible)	N/A	Yes	Jacobs Engineering	N/A	N/A
	(**AIP**) Reconstruct Apron Area 3 & Replace 5,000 Feet of Fence	$ 2,200,000.00	Area of the north ramp originally designed (20 plus years ago) for lighter single and twin aircraft which today is used for much heavier aircraft such as JetBlue's E190's. The pavement needs to be reconstructed in order to handle today's fleet mix.	FAA Capital Improvement Plan (AIP Grant Eligible)	Yes	N/A	Jacobs Engineering	N/A	N/A
	Sub-total FAA Airport Improvement Plan AIP Projects	**$ 2,900,000.00**							
	Purchase Airfield Equipment & Vehicles	$ 281,000.00							
	Facility Upgrades & Improvements	$ 934,100.00							
	FAA Airport Improvement Plan AIP Projects	$ 2,900,000.00							
	Total FY2018	**$ 4,115,100.00**							
	Total Non AIP FY18	**$ 1,215,100.00**							
	Local Share (5%) of AIP FY18	**$ 145,000.00**							
		$ 1,360,100.00							

TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT - ENTERPRISE FUND

DRAFT 1 - 11/4/2016

	Actual FY2016	BUDGET FY2017	*Finance Department* ***PROJECTED BUDGET FY2018***	*Airport Manager Recom* ***REVISED BUDGET FY2018***
REVENUE	7,754,594	8,006,467	*8,006,467*	*8,493,600*
EXPENSES	8,450,568	9,129,040	*9,429,792*	*9,569,483*
NET EARNINGS	(695,974)	(1,122,573)	(1,423,325)	(1,075,883)
Transfer from Retained Earnings	828,843	1,122,573	1,423,325	1,075,883
NET EARNINGS	132,869	-	-	-
NET SOURCES/USES:				
			-	-
Transfer from Airport Fuel Revolver	1,041,151	-	-	-
Ending FB	1,174,020	-	-	-
TOTAL			-	-

Certified Retained Earnings as of July 1, 2016 **1,620,224**

	Projected Revolving Fuel Fund FY2016	**FY2017**	***FY2018***	***FY2018***
Fuel Sales	5,300,000	4,000,000	4,000,000	*4,000,000*
Fuel Purchases	3,578,424	4,000,000	4,000,000	*4,000,000*
	-	-	-	-
Net Surplus (Deficit)	1,721,576	-	-	-
Beginning FB	1,091,151	1,771,576	*50,000*	*50,000*
Transfer to Airport Enterprise Fund	(1,041,151)	-		
Ending FB	1,771,576	1,771,576	50,000	50,000

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TOWN OF NANTUCKET PROPOSED BUDGET FY2018

ORG	OBJ		Actual Total FY2014	Actual Total FY2015	Actual Total FY2016	ATM Voted Budget FY2017	PROJECTED BUDGET FY2018	FY2018 AIRPORT MANAGER INC/DEC	FY2018 AIRCOMM/MANAGER RECOMMENDATION	FY 2018 FINCOM RECOMMENDATION	$ INC/(DEC) FY18 / FY17 Budget	% INC/(DEC) FY18 / FY17 Budget	JMS NOTES/COMMENTS
		Revenue:											
		FBO Sales Income											
65482	42451	FUEL SALES	2,077,737	1,971,243	1,113,093	2,000,000	2,000,000	-	2,000,000	2,000,000	-	0.0%	Stayed consistent with PY, especially since lowering the Fuel Revolver to $4M.
65482	42452	FUEL SALES - GAS & DIESEL	-	3,101	80	-	-	-	-	-	-	na	
65482	43231	GEN AVIATION LANDING FEE	518,754	552,130	650,541	550,000	550,000	150,000	700,000	700,000	150,000	27.3%	For GA landing and ramp, there has been a consistent increase for the past 3 years. Each year, the amounts in the first quarter of the FY has been 61-65% of the years total. After projection FY17 based on the first quarter in addition to a conservative 5% increase, that is how the FY18 revenue numbers were projected for GA Landing & GA Ramp,
65482	43232	GEN AVIATION RAMP FEES	1,218,202	1,344,062	1,689,798	1,350,000	1,350,000	450,000	1,800,000	1,800,000	450,000	33.3%	
65482	43239	FBO SUPPLIES AND SERVICES	43,009	32,567	37,588	38,000	38,000	(3,000)	35,000	35,000	(3,000)	-7.9%	Conservative 3 year average. This revenue stream appears to be declining
65482	43704	CATERING INCOME	398,490	429,173	451,344	415,000	415,000	(15,000)	400,000	400,000	(15,000)	-3.6%	This has been increasing however using the same methodology as GA landing and ramp, catering is significantly down for FY17, resulting in a conclusion that this revenue stream has peaked and will start to decline slightly.
		Total FBO Sales:	4,256,193	4,332,275	3,942,442	4,353,000	4,353,000	582,000	4,935,000	4,935,000	582,000	13.4%	
		Rental Income											
65482	43606	RENTAL FEES: EMP HOUSING	1,800	5,600	8,880	5,600	5,600	(600)	5,000	5,000	(600)	-10.7%	This is determined by how many EE's stay in the house and for how long. Using an average of the past 2 years.
65482	43630	RENTAL INCOME-TERMINAL	369,088	607,645	548,510	371,640	371,640	93,360	465,000	465,000	93,360	25.1%	Under budgeted in previous year. Totaled all tenants with terminal rent and multiplied by 12 months unless only seasonal (i.e. commercial airlines, literature racks etc.)
65482	43631	RENTAL INCOME-TOWER	133,122	144,216	133,122	133,000	133,000	-	133,000	133,000	-	0.0%	
65482	43632	RENTAL INCOME-LAND	658,649	683,230	656,451	788,066	788,066	(134,066)	654,000	654,000	(134,066)	-17.0%	PY budget made assumptions for Sun Island Road.
65482	43633	RENTAL INCOME-HANGAR	97,304	87,052	78,337	83,500	83,500	3,500	87,000	87,000	3,500	4.2%	Totaled all current tenants with hangar rent and multiplied by 12 months
		Totals Rentals:	1,259,963.30	1,527,743	1,425,300	1,381,806	1,381,806	(37,806)	1,344,000	1,344,000	(37,806)	-2.7%	
		Fee Income											
65482	43709	VIDEO CONFERENCE	-	-	100	-	-	-	-	-	-	na	
65482	43705	ART SALES COMMISSION	1,000	1,870	-	1,400	1,400	(1,400)	-	-	(1,400)	-100.0%	This is very unpredictable so predicting nothing
65482	43706	CONCESSION FEES	32,647	33,308	36,080	33,300	33,300	700	34,000	34,000	700	2.1%	Using 3 year average.
65482	43707	AUTO RENTAL COMMISSIONS	509,199	527,843	589,904	520,000	520,000	80,000	600,000	600,000	80,000	15.4%	
65482	43233	FREIGHT HANDLING FEE	63,345	57,862	64,807	91,757	91,757	(16,757)	75,000	75,000	(16,757)	-18.3%	Actual FY16 low due to Island Air. Cape Air picked up extra freight so estimating Wiggins at $40k and Cape Air $35k.
65482	43238	AIRLINE LANDING FEES	503,106	523,180	386,965	454,204	454,204	(14,204)	440,000	440,000	(14,204)	-3.1%	Actual FY16 is so low due to 2 factors; Island Air and Cape Air had found a mistake in the calculation of their fees dating back to 2008 that we had to resolve and allow the credit owed to be paid back. That issue is now behind us.
65482		Noise Abatement		-	-	-	-	-	-	-	-	na	
65482	42450	AIRPORT INCOME	-	-	-	-	-	-	-	-	-	na	
65482	43234	RESERVED TIE DOWN FEES	49,825	53,900	49,700	48,800	48,800	900	49,700	49,700	900	1.8%	Based on current tenants
		Total Fees:	1,159,122	1,197,964	1,127,556	1,149,461	1,149,461	49,239	1,198,700	1,198,700	49,239	4.3%	
		Vehicle Income											
65482	43236	PARKING LOT FEES	316,027	306,203	275,950	311,000	311,000	(111,000)	200,000	200,000	(111,000)	-35.7%	Being very conservative since the future of the parking lot revenue is unknown to NMA at this time.
65482	47701	PARKING TICKETS	32,137	19,770	17,730	24,000	24,000	(6,000)	18,000	18,000	(6,000)	-25.0%	Took a conservative 2 year average (FY14 & FY15) for FY17 budget but seems to be too high. As such, lowering the budget amount to be more in line with the 2 year average for FY15 & FY16.
65482	44518	TAXI PERMITS	19,500	22,700	27,300	25,000	25,000	-	25,000	25,000	-	0.0%	Staying consistent with PY budget
		Total Vehicles	367,664	348,673	320,980	360,000	360,000	(117,000)	243,000	243,000	(117,000)	-32.5%	
		Other Income											
65482	43634	CUSTOMER FACILITY CHARGES	91,346	86,992	105,667	174,000	174,000	1,000	175,000	175,000	1,000	0.6%	
65482	43235	ANNUAL BUSINESS ACTIVITY FEE	23,750	58,500	64,500	23,750	23,750	19,750	43,500	43,500	19,750	83.2%	Clearly under budget for FY17
65482	42401	PASSENGER FACILITY CHARGE(PFC)	-	445,036	566,828	434,050	434,050	(9,050)	425,000	425,000	(9,050)	-2.1%	Decreasing budget due to projections and consistently decreasing enplanement numbers.
65482	48201	INTEREST ON INVESTMENTS	22,789	22,909	41,091	23,000	23,000	6,000	29,000	29,000	6,000	26.1%	Just doing an average between the 3 years actual
65482	43237	FINGER PRINTING FEES	1,950	3,250	3,750	2,600	2,600	-	2,600	2,600	-	0.0%	Had lots of turnover last year, s/b less this year
65482	43708	MISC INC	22,084	7,339	7,549	14,000	14,000	(7,000)	7,000	7,000	(7,000)	-50.0%	Using a conservative 2 year average
65482	45402	FEDERAL REV - LEO	90,820	90,820	133,570	90,800	90,800	-	90,800	90,800	-	0.0%	This is the maximum TSA reimbursement for the year
65482	48400	MISC REVENUE	233,865	101	-	-	-	-	-	-	-	na	
65482	48436	INS PROCEEDS	-	-	-	-	-	-	-	-	-	na	
65482	49000	REFUNDS	(65,462)	(2,350)	-	-	-	-	-	-	-	na	
65482	49104	PREMIUM REVENUE ON DEBT	101,870	-	15,361	-	-	-	-	-	-	na	
65482	49701	TRANSFER FROM GENERAL FUND	304,598	-	-	-	-	-	-	-	-	na	
		Total Other Income:	827,610	712,597	938,316	762,200	762,200	10,700	772,900	772,900	10,700	1.4%	
		SUBTOTAL OPERATING REVENUE	7,870,552	8,119,252	7,754,594	8,006,467	8,006,467	487,133	8,493,600	8,493,600	487,133	6.1%	
		TRANSFER FROM GENERAL FUND	-					-	-	-			
		TOTAL REVENUE:	7,870,552	8,119,252	7,754,594	8,006,467	8,006,467	487,133	8,493,600	8,493,600	487,133	6.1%	

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TOWN OF NANTUCKET PROPOSED BUDGET FY2018

ORG	OBJ		Actual Total FY2014	Actual Total FY2015	Actual Total FY2016	ATM Voted Budget FY2017	PROJECTED BUDGET FY2018 (FINANCE DEPARTMENT)	FY2018 AIRPORT MANAGER INC/DEC	FY2018 AIRCOMM/MANAGER RECOMMENDATION	FY 2018 FINCOM RECOMMENDATION	$ INC/(DEC) FY18 / FY17 Budget	% INC/(DEC) FY18 / FY17 Budget	JMS NOTES/COMMENTS
65482	51100	AIRPORT ADMINISTRATION SALARY*	$ 1,115,598	$ 1,069,422	$ 1,057,727	$ 1,003,400	$ 1,106,700	$ -	$ 1,106,700	$ 1,106,700	$ 103,300	10.3%	Increase is mainly due to the addition of an SMS Management position
65482	51700	LONGEVITY PAY	$ 54,262	$ 59,872	$ 58,921	64,200	68,500	-	68,500	68,500	$ 4,300	6.7%	
65482	51122	AIRPORT OPERATIONS SALARY*	$ 717,075	$ 782,913	$ 692,759	714,724	777,224	-	777,224	777,224	$ 62,500	8.7%	Increase due to hiring additional Operations staff
65482	51123	AIRPORT MAINTENANCE SALARY*	$ 851,402	$ 928,447	$ 872,487	958,476	973,976	-	973,976	973,976	$ 15,500	1.6%	Increase due to full year of promotion
65482	51124	AIRPORT SECURITY SALARY	$ -	$ 54,750	$ 167,569	169,900	171,200	-	171,200	171,200	$ 1,300	0.8%	
65482	51200	SALARY, SEASONAL	$ 165,165	$ 169,351	$ 188,767	242,250	242,250	-	242,250	242,250	$ -	-	
65482	51701	INS PREM:MEDICAL BLUE CROSS	$ 539,062	$ 597,610	$ 678,045	676,913	737,800	-	737,800	737,800	$ 60,887	9.0%	Provided by TON; still subject to change
65482	51960	COMPENSATION/UNEMPLOYMENT	$ -	$ 4,511	$ -	-	-	-	-		$ -	na	
65482	51961	MEDICARE P/R TAX	$ 42,013	$ 44,439	$ 44,054	45,700	50,300	-	50,300	50,300	$ 4,600	10.1%	Provided by TON; still subject to change
65482	51770	BARNSTABLE COUNTY RETIREMT FND	$ 456,485	$ 477,801	$ 543,178	569,000	617,365	-	617,365	617,365	$ 48,365	8.5%	Provided by TON; still subject to change
65482	51900	CONTRACTUAL OBLIGATIONS**		$ -	$ -	-	-	131,000	131,000	131,000	$ 131,000	na	This is the benefit time pay-out for 2 who are potentially retiring
		TOTAL PAYROLL EXPENSES	$ 3,941,062	$ 4,189,116	$ 4,303,506	$ 4,444,563	$ 4,745,315	$ 131,000	$ 4,876,315	$ 4,876,315	$ 431,752	9.7%	
65482	52501	MISC PURCH:FBO CATERING	$ 331,295	$ 350,682	$ 364,306	368,000	368,000	(28,000)	340,000	340,000	$ (28,000)	(7.6%)	This has been increasing however using the same methodology as with the catering revenue, expenses are significantly down for FY17 through period 3 when compared to FY16 through period 3, resulting in a conclusion that expenses will also start to decline.
65482	52502	MISC PURCH:FBO/PILOT SERVICES	$ 18,529	$ 31,646	$ 12,686	31,600	31,600	18,250	49,850	49,850	$ 18,250	57.8%	The increase id due to the FBO tent rental, the retail items for sale in the display case, de-icing fluid, newspapers (high demand from pilots) etc.
65482	52503	MISC PURCH:S&M EQUIP	$ 801	$ -	$ -	-	-	-	-	-	$ -	no	Not using this account any longer
65482	52505	EQUIPMENT RENTAL /FUEL TRUCK RENTAL	$ 82,430	$ 89,280	$ 89,280	99,900	99,900	13,320	113,220	113,220	$ 13,320	13.3%	Under budget in PY due to the cost of equipment being $610.00 per month less than expected
65482	55802	OTHER:CREDIT CARD COMM	$ 207,394	$ 246,228	$ 205,644	256,000	256,000	(31,000)	225,000	225,000	$ (31,000)	(12.1%)	Conservative 3 year average
		TOTAL FBO EXPENSES	$ 640,449	$ 717,835	$ 671,917	$ 755,500	$ 755,500	$ (27,430)	$ 728,070	$ 728,070	$ (27,430)	(3.6%)	
65482	52429	TRIENNIAL DRILL & SPECIAL EVENTS	$ -	$ 18,971	$ -	1,000	1,000	11,000	12,000	12,000	$ 11,000	1,100.0%	This only occurs every 3 years. FY17 has a small budget amount due to prep work for the drill happening in FY18
65482	52504	PERSONNEL UNIFORMS	$ 18,846	$ 21,040	$ 17,178	24,200	24,200	(500)	23,700	23,700	$ (500)	(2.1%)	
65482	53187	TRAINING ARFF	$ -	$ 23,742	$ 17,430	19,200	19,200	5,700	24,900	24,900	$ 5,700	29.7%	This includes First Responder & CPR Training, which only happens every 2 years. As well as Live Burn Training and the standard ARFF Training. Additionally, additional staff are attending Advanced ARFF Training and ASOS (Safety & Ops Specialist)
65482	54109	MISC PURCH:OPERATIONS	$ -	$ 10,594	$ 47,739	18,000	18,000	33,500	51,500	51,500	$ 33,500	186.1%	This account was under budget in FY17 due to this being a new account in FY15 and still developing a base. Actual expenses in FY16 were $48k. This account includes the hazmat waste expense ($12k), Foam and Dry Chemical for emergency purposes ($14k), Fuel Truck Calibration ($5), 2 new AED's ($4k) etc.
65482	54701	OPS SILVER SUITS	$ -	$ 3,476	$ -	-	-	5,000	5,000	5,000	$ 5,000	na	Due to the grant in PY, there was not a need to purchase additional gear but now there needs to be a budget going forward in order to replace old/worn/damaged gear as necessary.
		TOTAL ARFF/OPERATIONS EXPENSES	$ 18,846	$ 77,823	$ 82,347	$ 62,400	$ 62,400	$ 54,700	$ 117,100	$ 117,100	$ 54,700	87.7%	
65482	52403	REP&MAINT:VEHICLE	$ -	$ 13,786	$ 84,590	22,000	22,000	1,800	23,800	23,800	$ 1,800	8.2%	FY16 actuals include the $60k engine repair
65482	52404	REP&MAINT:BUILDING	$ 111,544	$ 185,750	$ 77,912	178,000	178,000	50,700	228,700	228,700	$ 50,700	28.5%	3 "Not to Exceed" contracts for $39,800 each that have to be encumbered. Planned door maintenance contract for approx $36k. Includes fire alarm repairs, overhead door repairs needed in the SRE, ARFF and terminal as well as estimates for other maintenance that occurs every year.
65482	52405	REP&MAINT:EQUIPMENT	$ 59,341	$ 53,574	$ 12,872	44,450	44,450	(23,350)	21,100	21,100	$ (23,350)	(52.5%)	
65482	52409	REP&MAINT:AIRFIELD MAINTENCE	$ 65,218	$ 64,669	$ 95,479	114,700	114,700	9,000	123,700	123,700	$ 9,000	7.8%	"Not to Exceed" contracts with Potters ($40k), Kobo ($42k) and Crouse ($25k) that have to be encumbered plus the other general expenses associated with account for supplies, crack sealing etc.
65482	52411	REP&MAINT:GROUNDS	$ 10,623	$ 17,307	$ 16,805	21,000	21,000	4,400	25,400	25,400	$ 4,400	21.0%	Increase due to the need to replace the trash receptacles for $8k
65482	52417	PARKING LOT MAINT	$ 9,568	$ -	$ 8,179	11,000	11,000	(1,000)	10,000	10,000	$ (1,000)	(9.1%)	

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TOWN OF NANTUCKET PROPOSED BUDGET FY2018

ORG	OBJ		Actual Total FY2014	Actual Total FY2015	Actual Total FY2016	ATM Voted Budget FY2017	PROJECTED BUDGET FY2018 (FINANCE DEPARTMENT)	FY2018 AIRPORT MANAGER INC/DEC	FY2018 AIRCOMM/MANAGER RECOMMENDATION	FY 2018 FINCOM RECOMMENDATION	$ INC/(DEC) FY18 / FY17 Budget	% INC/(DEC) FY18 / FY17 Budget	JMS NOTES/COMMENTS
65482	52419	NEW TOOLS & EQUIP	$ 3,623	$ 15,085	$ 4,736	4,700	4,700	5,300	10,000	10,000	$ 5,300	112.8%	Includes generator for runway x as well as a dehumidifier for basement in the terminal b/c it's over 15 years old.
65482	52420	PKG LOT TOW FEES	$ 400	$ 195	$ 100	300	300	-	300	300	$ -	-	
65482	52424	FUEL STORAGE FACILITY MAINT	$ 6,590	$ 29,617	$ 51,502	33,000	33,000	35,500	68,500	68,500	$ 35,500	107.6%	We have a contract for $46.5k for our annual fuel farm tank inspections and cleaning in addition to the usual repairs, maintenance and supplies etc.
65482	52430	REP&MAINT:THOMPSON HOUSE	$ -	$ 2,801	$ 1,000	7,500	7,500	11,000	18,500	18,500	$ 11,000	146.7%	The Thompson House is in desperate need of repairs
65482	52906	SNOW REMOVAL & MAINTENANCE	$ -	$ 10,318	$ 5,471	26,000	26,000	(2,200)	23,800	23,800	$ (2,200)	(8.5%)	
65482	52907	PROPERTY:RUBBISH PICKUP	$ 24,927	$ 25,235	$ 30,265	26,500	26,500	(1,650)	24,850	24,850	$ (1,650)	(6.2%)	
65482	53300	ENVIRONMENTAL	$ 39,661	$ 28,264	$ 15,708	15,200	15,200	10,800	26,000	26,000	$ 10,800	71.1%	Brush cutting was cut in 7, however it needs to be included this year.
65482	53303	TRANS:SECURITY	$ 17,041	$ 21,987	$ 40,587	34,000	34,000	14,900	48,900	48,900	$ 14,900	43.8%	Increase due to an increasing amount of repairs needed to our Security System
65482	53804	OTHER:FREIGHT	$ 3,324	$ 3,995	$ 1,399	4,500	4,500	(1,200)	3,300	3,300	$ (1,200)	(26.7%)	
65482	54101	ENERGY:GAS & DIESEL	$ 71,905	$ 67,505	$ 42,448	70,000	70,000	(25,900)	44,100	44,100	$ (25,900)	(37.0%)	
65482	54214	VEHICLE SUPPLIES	$ -	$ 10,261	$ 8,184	10,000	10,000	1,500	11,500	11,500	$ 1,500	15.0%	
65482	54302	BLDG&EQ:MAINT & SUPPLIES	$ 36,320	$ 26,954	$ 12,742	23,000	23,000	(12,800)	10,200	10,200	$ (12,800)	(55.7%)	
65482	54501	CUSTODIAL:CLEANING SUPPLY	$ 29,671	$ 30,769	$ 32,240	32,000	32,000	2,000	34,000	34,000	$ 2,000	6.3%	Applied an increase due to a slight increase in costs.
		TOTAL SERVICE AND MAINTENANCE	$ 489,756	$ 608,074	$ 542,219	$ 677,850	$ 677,850	$ 78,800	$ 756,650	$ 756,650	$ 78,800	11.6%	
65482	52101	UTILITY:ELECTRICITY	$ 286,172	$ 346,825	$ 378,151	372,000	372,000	(31,000)	341,000	341,000	$ (31,000)	(8.3%)	Per Noah, we should start to see discounted rates applied
65482	52103	UTILITY:FUEL OIL	$ 57,628	$ 47,096	$ 23,011	48,000	48,000	(5,000)	43,000	43,000	$ (5,000)	(10.4%)	3 year average
65482	52104	UTILITY:PROPANE	$ 8,810	$ 6,402	$ 4,400	7,000	7,000	-	7,000	7,000	$ -	-	3 year average
65482	52105	UTILITY:WATER	$ 33,106	$ 35,725	$ 34,293	37,000	37,000	(2,000)	35,000	35,000	$ (2,000)	(5.4%)	3 year average
65482	52703	RENT/LSE:POSTAGE METER	$ 11,913	$ 696	$ 509	750	750	100	850	850	$ 100	13.3%	Includes monthly rental fee and a replacement ink cartridge
65482	53100	PROFESSIONAL SERVICES	$ 189,741	$ 178,752	$ 191,847	347,000	347,000	(37,000)	310,000	310,000	$ (37,000)	(10.7%)	Decrease due to lowering the amount of anticipated legal fees
65482	53103	GENERAL:ADVERTISING	$ 7,970	$ 56	$ 8,056	4,000	4,000	5,900	9,900	9,900	$ 5,900	147.5%	Increase is mainly due to the cost of Nantucket Radio for the year
65482	53157	POLICE PROTECTION SERVICES (IND RECT COSTS)	$ 229,167	$ 270,833	$ 250,000	250,000	250,000	-	250,000	250,000	$ -	-	
65482	53159	MARKETING	$ -	$ 3,856	$ 2,631	2,500	2,500	200	2,700	2,700	$ 200	8.0%	Estimating based on FY16 actuals
65482	53165	PROFESSIONAL SERVICES - AIP PROJECTS	$ -	$ 8,370	$ -	-	-	2,000	2,000	-	$ -	na	In a perfect world, this should be $0, but estimating $2k as a cushion
65482	53175	PROF SVCS: FLIGHT PLANNING (PASSUR)	$ 44,000	$ 50,600	$ 26,400	26,400	26,400	-	26,400	26,400	$ -	-	
65482	53176	NOISE FLIGHT TRACKING SOFTWARE (EXCELIS)	$ -	$ 15,000	$ 15,000	15,000	15,000	-	15,000	15,000	$ -	-	
65482	53401	COMM:TELEPHONE	$ 22,999	$ 22,610	$ 37,649	34,000	34,000	3,100	37,100	37,100	$ 3,100	9.1%	Estimating based on FY16 actuals
65482	53402	COMM:POSTAGE	$ 3,396	$ 2,219	$ 4,386	3,300	3,300	700	4,000	4,000	$ 700	21.2%	
65482	53403	COMM: AIRPORT	$ 18,020	$ 15,657	$ 17,490	17,000	17,000	(700)	16,300	16,300	$ (700)	(4.1%)	
65482	53803	OTHER:LICENSES & TAXES	$ 1,270	$ 525	$ 1,159	1,545	1,545	55	1,600	1,600	$ 55	3.6%	
65482	54201	OFFICE SUPPLIES	$ 26,490	$ 14,842	$ 24,038	20,000	20,000	4,300	24,300	24,300	$ 4,300	21.5%	Estimating based on FY16 actuals
65482	54202	OFFICE:EQUIPMENT	$ 4,432	$ 10,687	$ 1,723	2,700	2,700	3,300	6,000	6,000	$ 3,300	122.2%	Request for replacement computers (XP) & monitors in the security department
65482	54213	RENT/LEASE:OFFICE EQUIPMENT	$ -	$ 15,689	$ 15,030	16,000	16,000	(300)	15,700	15,700	$ (300)	(1.9%)	
65482	55101	BOOKS/SUBSCRIPTIONS	$ 4,466	$ 3,165	$ 3,633	4,000	4,000	100	4,100	4,100	$ 100	2.5%	
65482	55102	MEMBERSHIPS & DUES	$ 4,742	$ 10,133	$ 8,437	11,000	11,000	(2,600)	8,400	8,400	$ (2,600)	(23.6%)	
65482	57101	TRAVEL:HOTEL/LODGING	$ 17,261	$ 9,205	$ 5,976	11,000	11,000	800	11,800	11,800	$ 800	7.3%	
65482	57102	TRAVEL:TRANSPORTATION	$ 978	$ 20,300	$ 14,289	20,700	20,700	3,300	24,000	24,000	$ 3,300	15.9%	A goal is to increase training and participation in all
65482	57103	TRAVEL:SEMINARS/CONFERENCES - GENERAL	$ 7,061	$ 3,802	$ 4,024	4,500	4,500	1,045	5,545	5,545	$ 1,045	23.2%	departments, as such, all travel accounts will see an increase
65482	57201	TRAVEL:MEALS & ENTERTAINMENT	$ 6,162	$ 1,761	$ 1,025	1,500	1,500	1,000	2,500	2,500	$ 1,000	66.7%	
65482	57802	OTHER:PROF DEVELOPMENT	$ 20,871	$ 9,909	$ 2,128	11,000	11,000	(2,980)	8,020	8,020	$ (2,980)	(27.1%)	A portion included in the estimate for FY17 should have been included in ARFF Training. This account includes MCPPO, ACE Airfield, Snow Symposium, AAAE Work Groups, Management/Supervisor Training etc.
		TOTAL ADMINISTRATIVE EXPENSES	$ 998,355	$ 1,104,714	$ 1,075,287	$ 1,267,895	$ 1,267,895	$ (55,680)	$ 1,212,215	$ 1,210,215	$ (57,680)	(4.5%)	
65482	57401	INS PREM:AUTO & LIABILITY	$ 156,366	$ 146,447	$ 188,982	213,400	213,400	17,100	230,500	230,500	$ 17,100	8.0%	Per TON, estimate 8.5% increase over FY17 budget amount
65482	57502	INS: WORKMANS COMP	$ -	$ 11,086	$ 5,153	12,500	12,500	3,125	15,625	15,625	$ 3,125	25.0%	Per TON, estimate 25% increase over FY17 budget amount
65482	59101	DEBT SERV:PRINCIPAL	$ 765,000	$ 834,000	$ 820,000	839,000	839,000	(39,000)	800,000	800,000	$ (39,000)	(4.6%)	Per TON Debt Service schedule, included estimates for new debt
65482	59102	DEBT SERVICE INTEREST	$ 398,846	$ 420,569	$ 406,899	385,312	385,312	(22,924)	362,388	362,388	$ (22,924)	(5.9%)	Per TON Debt Service schedule, included estimates for new debt
65482	59103	ISSUE EXPENSE	$ -	$ -	$ -	-	-	-	-	-	$ -	na	
65482	59105	DEBT SERVICE BAN INTEREST	$ -	$ 9,982	$ -	10,000	10,000	-	10,000	10,000	$ -	-	

page 4

TOWN OF NANTUCKET PROPOSED BUDGET FY2018

ORG	OBJ		Actual Total FY2014	Actual Total FY2015	Actual Total FY2016	ATM Voted Budget FY2017	PROJECTED BUDGET FY2018 (FINANCE DEPARTMENT)	FY2018 AIRPORT MANAGER INC/DEC	FY2018 AIRCOMM/MANAGER RECOMMENDATION	FY 2018 FINCOM RECOMMENDATION	$ INC/(DEC) FY18 / FY17 Budget	% INC/(DEC) FY18 / FY17 Budget	JMS NOTES/COMMENTS
65482	59104	DEBT SERVICE BAN PRINCIPAL	$ -	$ -	$ -	-	-	-	-	-	$ -	na	
65482	59000	DEBT SERVICE	$ -	$ -	$ -	-	-	-	-	-	$ -	na	
65482	57407	INSURANCE CLAIM	$ -	$ -	$ -	-	-	-	-	-	$ -	na	
65482	57600	PERSONNEL CONTRACT EXPENSE	$ -	$ -	$ -	-	-	-	-	-	$ -	na	
65482	59501	INDIRECTS	$ 329,096	$ 200,000	$ 245,719	200,000	200,000	-	200,000	200,000	$ -	-	Provided by TON; still subject to change
65482	58999	FINCOM TRANSFER EXPENSE	$ -	$ -	$ -	-	-	-	-	-	$ -	na	
65482	92004	UNPAID BILLS	$ -	$ -	$ -	-	-	-	-	-	$ -	na	
65482	57601	SETTLEMENTS	$ -	$ -	$ -	-	-	-	-	-	$ -	na	
65482	59250	INTEREST: GENERAL	$ 22,788	$ -	$ -	-	-	-	-	-	$ -	na	
65482	59991	REPAYMENT TO GENERAL FUND	$ -	$ -	$ 108,538	235,620	235,620	-	235,620	235,620	$ -	-	
65482	59999	CONTIGNCY RESERVE-EXPENSE	$ -	$ -	$ -	25,000	25,000	-	25,000	25,000	$ -	-	
		TOTAL OTHER EXPENSES	$ 1,672,096	$ 1,622,084	$ 1,775,290	$ 1,920,832	$ 1,920,832	$ (41,699)	$ 1,879,133	$ 1,879,133	$ (41,699)	(2.2%)	
		Total Other Expenses:	$ 3,819,502	$ 4,130,531	$ 4,147,061	$ 4,684,477	$ 4,684,477	$ 8,691	$ 4,693,168	$ 4,691,168	$ 6,691	0.1%	
		TOTAL EXPENSES	$ 7,760,564	$ 8,319,647	$ 8,450,568	$ 9,129,040	$ 9,429,792	$ 139,691	$ 9,569,483	$ 9,567,483	$ 438,443	4.8%	
		TOTAL REVENUES (includes GF Subsidy)											
		Estimated Use of retained Earnings*											

* Salary life items for Administration, Operations and Maintenance include Vacation, Sick Time, Personal time, Overtime, Shift Differentials, Holiday and Holiday Worked.

SUMMARY	Actual Total FY2014	Actual Total FY2015	Actual Total FY2016	ATM Voted Budget FY2017	PROJECTED BUDGET FY2018 (FINANCE DEPARTMENT)	FY2018 AIRPORT MANAGER INC/DEC	FY2018 AIRCOMM/MANAGER RECOMMENDATION	FY 2018 FINCOM RECOMMENDATION	$ INC/(DEC) FY18 / FY17 Budget	% INC/(DEC) FY18 / FY17 Budget
Payroll-Salary	$ 2,903,502	$ 3,069,266	$ 3,038,229	$ 3,152,950	$ 3,339,850	$ 131,080	$ 3,470,850	$ 3,470,850	$ 317,900	10.1%
Medicare P/R Tax Expense	42,013	44,439	44,054	45,700	50,300	-	50,300	50,300	$ 4,600	10.1%
Medical Insurance	539,062	597,610	678,045	676,913	737,800	-	737,800	737,800	$ 60,887	9.0%
Barnstable County Retirement	456,485	477,801	543,178	569,000	617,365	-	617,365	617,365	$ 48,365	8.5%
Utilities	480,620	526,162	519,953	568,000	568,000	(60,800)	507,200	507,200	$ (60,800)	(10.7%)
Airport Fuel-Since 2012 Reported in Fuel Revolver	-	-	-	-	-	-	-	-	$ -	na
Repairs & Maintenance	262,884	377,823	353,810	457,650	457,650	85,850	543,500	543,500	$ 85,850	18.8%
Professional Services	233,741	252,722	233,247	388,400	388,400	(35,000)	353,400	351,400	$ (37,000)	(9.5%)
Police Protection Services	229,167	270,833	250,000	250,000	250,000	-	250,000	250,000	$ -	-
Settlements/Personnel Contract Expense	-	-	-	-	-	-	-	-	$ -	na
General Insurance & WC	156,366	157,533	194,135	225,900	225,900	20,225	246,125	246,125	$ 20,225	9.0%
FBO Catering	331,295	350,682	364,306	368,000	368,000	(28,000)	340,000	340,000	$ (28,000)	(7.6%)
Other Supplies	96,104	97,912	81,940	89,700	89,700	300	90,000	90,000	$ 300	0.3%
Travel	31,462	35,069	25,314	37,700	37,700	6,145	43,845	43,845	$ 6,145	16.3%
Debt Service	1,163,846	1,264,551	1,226,899	1,234,312	1,234,312	(61,924)	1,172,388	1,172,388	$ (61,924)	(5.0%)
Indirect Costs	329,096	200,000	245,719	200,000	200,000	-	200,000	200,000	$ -	-
Other	504,921	597,244	651,738	864,815	864,815	81,895	946,710	946,710	$ 81,895	9.5%
TOTAL AIRPORT	$ 7,760,564	$ 8,319,647	$ 8,450,568	$ 9,129,040	$ 9,429,792	$ 139,691	$ 9,569,483	$ 9,567,483	$ 438,443	4.8%
							$ 9,569,483	$ 9,567,483		
							$ -	$ -		

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FY 2018 Personnel Spreadsheet

Nantucket Memorial Airport Enterprise Fund

Number of Positions in Department	ORG: 65482
Full-time	33
Part-time	0
Seasonal	19
Temporary	0
Vacancies	1
New Positions Requested	0
TOTAL OF ALL POSITIONS	53

Name, Position	Job Code	Avg Hours Per Week	Class & Step as of 6/30/17 (e.g., B -Step 3)	FY2018 Step Increase Date	FY2018 Projected Salary	Longevity Pay	Other	Total by Employee
RAFTER,T. - AIRPORT MANAGER	AI01	40.00	CONTRACT	6/4/2018	159,400	3,200	-	162,600
SANSBURY, J.-BUSINESS MANAGER	AI04	40.00	NON-UNION	5/6/2018	87,500	-	-	87,500
CROOKS, D. - ADMINISTRATION ASSISTANT	AI22	40.00	NON-UNION	11/15/2017	98,400	3,900	-	102,300
ALLEN, M. - FBO CLERK	AI06	40.00	UNION	11/30/2017	45,100	-	-	45,100
HEINTZ, L. - OPERATIONS OFFICE CLERK	AI29	40.00	UNION	12/7/2017	77,600	3,100	-	80,700
JOHNSON,C. - OPERATIONS OFFICE CLERK	AI29	40.00	UNION	4/10/2018	47,700	-	-	47,700
TRUE, L. - OPERATIONS OFFICE CLERK	AI29	40.00	UNION	5/6/2018	49,000	-	-	49,000
WILLIAMS,M.-OPERATIONS OFFICE CLERK	AI25	40.00	NON-UNION	7/7/2017	54,000	-	-	54,000
SYLVIA, D. - ASST. AIRFIELD SUPERVISOR	AI24	40.00	NON-UNION	1/3/2018	118,000	5,900	-	123,900
TORRES, J. - OFFICE ADMINISTRATION	AI20	40.00	NON-UNION	8/3/2017	106,800	3,200	-	110,000
KARBERG, N.-ENVIRONMENTAL	AI28	40.00	NON-UNION	2/11/2018	87,700	1,800	-	89,500
PEREZ,W.- FBO SUPERVISOR	AI29	40.00	SUPR-5	9/3/2017	63,700	-	-	63,700
SMS MANAGER/COORDINATOR		40.00	UNION		85,000	-	-	85,000
PARTIDA, J. - OFFICE ASST. TO TERM	AI21	40.00	NON-UNION	10/2/2017	65,700	2,000	-	67,700
TALLMAN, R. - TERMINAL COORDINATOR	AI26	40.00	NON-UNION	5/6/2018	105,500	4,200	-	109,700
FALCONER, A. - OPERATIONS	AI30	40.00	OPS-1	1/14/2018	69,000	-	-	69,000
MOONEY, T. - OPERATIONS	AI30	40.00	OPS-5	5/9/2018	75,200	2,300	1,411	78,911
WELLINGTON, F. - OPERATIONS	AI30	40.00	OPS-5	7/22/2017	77,900	2,300	1,356	81,556
NELSON, S.- OPERATIONS	AI30	40.00	OPS-1	6/9/2018	61,100	-	972	62,072
SPENCE, N.- OPERATIONS	AI30	40.00	OPS-2	7/1/2017	59,300	-	-	59,300
HARIMON, P. - OPS SUPERINTENDENT	AI33	40.00	SUPR-5	9/21/2017	101,400	3,000	3,851	108,251
BUCKLEY, B. - OPERATIONS SUPV	AI32	40.00	SUPR-5	5/22/2018	88,800	3,600	1,634	94,034
SPENCE, D.- OPERATIONS	AI30	40.00	OPS-1	12/9/2017	57,300	-	-	57,300
VACANT - OPERATIONS FIREFIGHTER	NA	40.00	OPS-1		52,000	-	-	52,000
LIBURD, L. - MAINTENANCE	AI40	40.00	M1-5	2/27/2018	74,900	3,000	-	77,900
GRANGRADE, J. - MAINT SUPERINTENDENT	AI40	40.00	M1-5	8/2/2017	98,600	4,900	1,634	105,134
ALLEN, G. - MAINTENANCE	AI40	40.00	M1-5	4/18/2018	80,500	3,200	-	83,700
O'NEIL, M. - MAINTENANCE SUPERVISOR	AI40	40.00	M3-5	9/6/2017	86,700	3,500	1,439	91,639
PINEDA, N. - MAINTENANCE	AI40	40.00	M1-5	10/2/2017	73,000	2,200	-	75,200
HOLDGATE, R. - MAINTENANCE	AI40	40.00	M3-5	6/11/2018	78,100	3,100	-	81,200
EDWARDS, B. - MAINTENANCE	AI40	40.00	M1-0	12/9/2017	48,700	-	-	48,700
AGUIAR, M. - MAINTENANCE	AI40	40.00	M1-0	10/6/2017	69,900	-	-	69,900
FOWLER, P. - MAINTENANCE	AI40	40.00	M1-5	4/10/2018	76,300	3,100	1,403	80,803
MUHLER, T. - MAINTENANCE	AI40	40.00	M1-5	1/6/2018	75,000	3,800	-	78,800
DUGAN,J.- MAINTENANCE	AI40	40.00	M1-3	9/9/2017	67,300	-	-	67,300
RAY,L.- MAINTENANCE	AI40	40.00	M1-5	4/15/2018	79,000	3,200	-	82,200
SEASONAL (19 POSITIONS)	SEAS	15WKS @ 40HRS	TOWN WARRANT	7/1/2017	228,000	-	-	228,000

Seasonal	12,000.00	reg hours
	$19.00	
	500.00	OT hours
	28.50	

Total Prorated Salary (Administration) (**Munis 51100**)	$	1,079,900
Total Prorated Salary (Security)	$	171,200
Total Prorated Salary (Operations)	$	642,000
Total Prorated Salary (Maintenance)	$	908,000
Total Prorated Salary (Seasonal)	$	228,000
Total Longevity (**Munis 51700**)	$	68,500
Total Education (**Munis 51600**)	$	-
Total Certification Pay (Operations) (**Munis 515xx**)	$	9,224
Total Certification Pay (Maintenance) (**Munis 515xx**)	$	4,476
Total Holiday Worked Pay (Admin/FBO) (**Munis 518xx**)	$	3,300
Total Holiday Worked Pay (Operations) (**Munis 518xx**)	$	26,000
Total Holiday Worked Pay (Maintenance) (**Munis 518xx**)	$	12,500
Shift Differential (Admin/FBO) (**Munis 514xx**)	$	3,500
Shift Differential (Operations) (**Munis 514xx**)	$	15,000
Shift Differential (Maintenance)(**Munis 514xx**)	$	4,000
Overtime (enter on **Munis 513xx**)	$	20,000
Overtime Operations (enter on Munis 513xx)	$	85,000
Overtime Maintenance (enter on Munis 513xx)	$	45,000
Overtime Seasonal (enter on **Munis 513xx**)	$	14,250
Contractual Obligation	$	131,000
Promotional Increase	$	-
Subtotal	$	3,470,850
Medicare (enter on **Munis 51961**)	$	50,300
Health Insurance	$	737,800
BCRS Retirement	$	617,365
Total	$	4,876,315

RECTRIX

November 2, 2016

Mr. Tom E. Rafter AAE
Airport Manager
Nantucket Memorial Airport
14 Airport Road
Nantucket, MA 02554

Re: Rectrix - ACK Cargo Proposal

Dear Tom,

Rectrix Aviation intends to commence Air Cargo service between HYA and ACK as soon as possible.

We are in the process of acquiring a Cessna 402-C cargo aircraft. Pay Load is estimated at 2,700 Pounds.

We are also in the process of selecting and training pilots as well as making capital improvements to our Air Cape Cod facility in HYA.

We will need a staging/assembly area in ACK with a minimum of 1,000 square feet.

We plan to operate 3-6 round trips per day with a Monday through Friday schedule.

We would appreciate any support you can provide.

Please feel free to call me with any questions you may have.

Sincerely,

Paul F. Foley
CEO Rectrix Aviation

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.
Andrea N. Planzer
Jeanette D. Topham

November 1, 2016

David M. Chamberlain, P.E.
Northeast Aviation Manager
Jacobs Engineering Group, Inc.
343 Congress Street, 2nd Floor
Boston, MA 02210

Re: RFQ for Airport Engineering Services

Dear David:

Thank you for your submittal in response to our Request for Qualifications for engineering services. We received seven (7) submissions and reviewed each one thoroughly. The reviewing committee will be recommending to the Nantucket Memorial Airport Commission selection of two firms to represent the Airport for their Airport Planning, Development and on-call engineering services, Jacobs Engineering Group, Inc. and McFarland Johnson, Inc. Each firm will be awarded a one-year contract with two (2) one year renewal options for a maximum of three (3) years.

It is anticipated that Jacobs will represent the Airport over the next year for both on call services and the following AIP projects:

- ALP Update with Narrative (to focus on non-standard pavement geometry)
- Reconstruct Aircraft Apron Area 3 (Approximately 141,625 Sq. Ft.) per Master Plan
- Replace 5,000 feet of Security Fencing

It is anticipated that McFarland Johnson will represent the Airport for both call services and the following AIP Project:

- 5 Year CIP EA/EIR Permitting

The Airport shall assign the following anticipated future AIP projects towards the end of each optional contract renewal year:

- Security Improvements/Access Control
- Replace CL & TDZ Lights on R/W 6-24
- Taxiway E (& Run-up Pads) Mill and Overlay, Stub Taxiway MITLS on TWY C (R/W) 12/30) Remove R/W 33 Run-up Pad
- Design South Apron Extension Phases 1 & 2 per Master Plan
- Runway 24 High Speed Exit Taxiway
- Rare Species Master Plan (RSMP)
- Reconstruct Area "2" (Approx. 63,735 Sq Ft.) per Master Plan

Joint coordination efforts will be anticipated for future CIP development.

If you could please forward a draft General Services Contract for unanticipated on-call services and include your rate structure for our review.

We will notify both the FAA and MassDOT accordingly.

Sincerely,

Thomas M. Rafter, A.A.E.
Airport Manager

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

November 1, 2016

James M. Festa, P.E.
Senior Vice President / Chief Operating Officer
McFarland Johnson, Inc
239 Littleton Road, Suite 2A
Westford, MA 01886

Re: RFQ for Airport Engineering Services

Dear James:

Thank you for your submittal in response to our Request for Qualifications for engineering services. We received seven (7) submissions and reviewed each one thoroughly. The reviewing committee will be recommending to the Nantucket Memorial Airport Commission selection of two firms to represent the Airport for their Airport Planning, Development and on-call engineering services, Jacobs Engineering Group, Inc. and McFarland Johnson, Inc. Each firm will be awarded a one-year contract with two (2) one year renewal options for a maximum of three (3) years.

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We will notify both the FAA and MassDOT accordingly.

Sincerely,

Thomas Rafter

Thomas M. Rafter, A.A.E.
Airport Manager

Cc. Brian Smith, PE, Principal-in-Charge

Nantucket Memorial Airport

Monthly Statistical Report

(September 2016)

Nantucket Memorial Airport

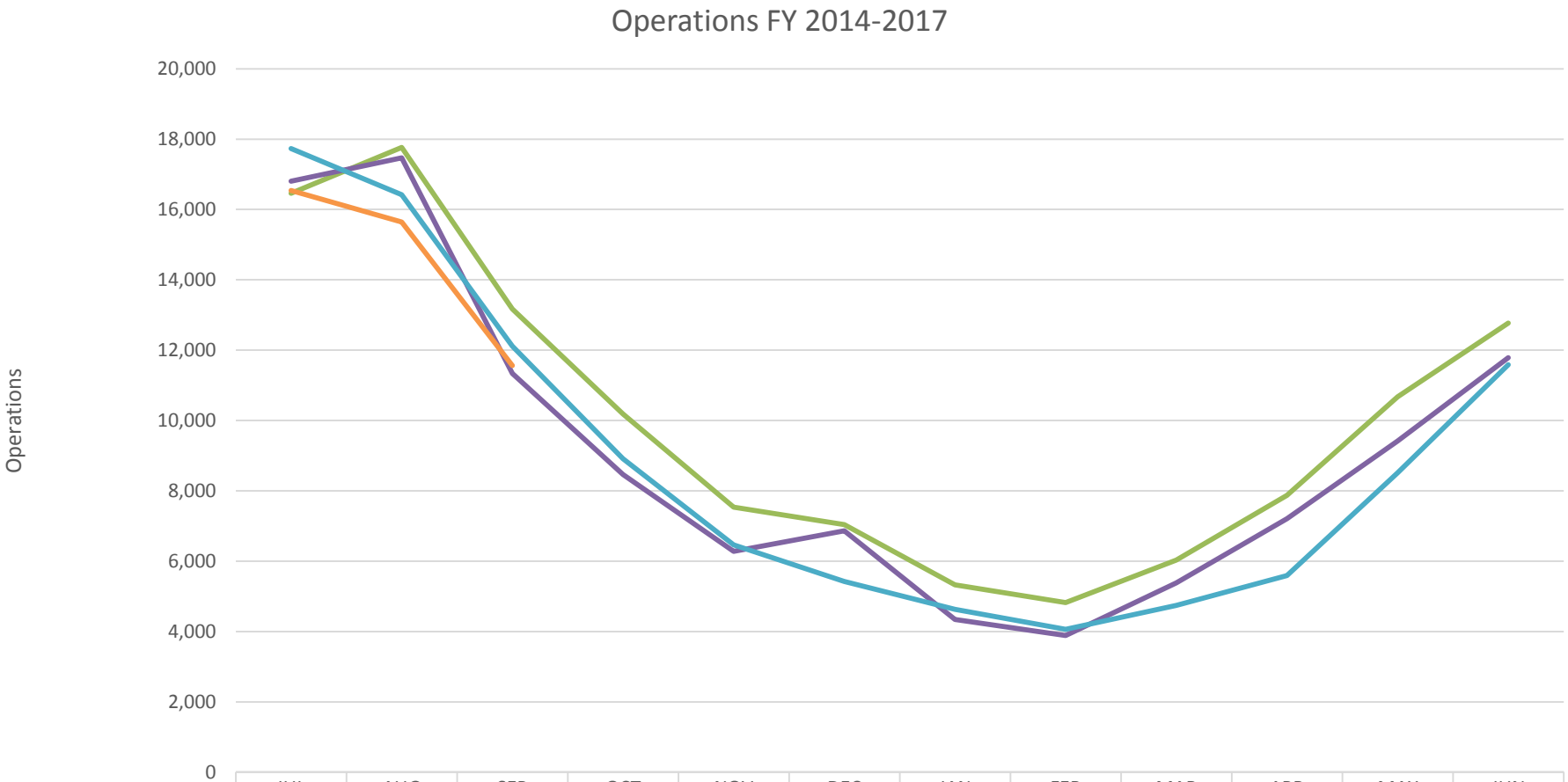
Operations FY2016 vs. FY2017

		CY 2016						CY 2017						
		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
	Air Carrier	492	395	220										1,107
	Air Taxi	9,800	9,292	7,114										26,206
	General Aviation	6,196	5,912	4,115										16,223
	Military	47	30	94										171
TOTAL	Intinerant	16,535	15,629	11,543										43,707
	Civil	3	12	19										34
	Military	0	6	0										6
TOTAL	Local	3	18	19										40
TOTAL	Operations	16,538	15,647	11,562										43,747
	% Change	-6.75%	-4.73%	-4.58%										

September 2016 vs. September 2017 Down -4.58%
YTD Down – 5.46%

	JUL	AUG	SEP	TOTAL	% Change
Operations FY2012	17,069	16,571	11,730	45,370	
Operations FY2013	19,062	18,899	13,589	51,550	13.62%
Operations FY2014	16,459	17,761	13,170	47,390	-8.07%
Operations FY2015	16,805	17,470	11,337	45,612	-3.75%
Operations FY2016	17,735	16,423	12,117	46,275	1.45%
Operations FY2017	16,538	15,647	11,562	43,747	-5.46%

Nantucket Memorial Airport



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
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	11,584
Operations FY2017	16,538	15,647	11,562									

Nantucket Memorial Airport

Passenger Enplanements FY2016 vs. FY2017

		CY 2016						CY 2017						
FY2017	**AIRLINE**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**TOTAL**
	Cape Air *(KAP)*	6,250	6,583	5,405										18,238
	United Airlines	1,980	1,449											3,429
	Delta Airlines	2,182	2,701											4,883
	JetBlue Airways	11,941	12,710	6,577										31,228
	Nantucket Air *(ACK)*	2,188	2,218	1,767										6,173
	Tradewind Aviation	1,735	1,573	805										4,113
	US Airways *(AMERICAN)*	3,511	3,596	524										7,631
	Rectrix Aviation	*0*	*0*	9										9
	Monthly Total	29,787	30,830	15,087										
	% Change Prior Year	-4.68%	-7.28%	-19.84%										

August 2016 vs. August 2017 Down –19.84%
YTD Down -9.15%

	JUL	AUG	SEP	TOTAL	% Change
Enplanements FY 2013	31,484	32,852	19,449	83,785	
Enplanements FY 2014	32,009	35,758	20,330	88,097	5.15%
Enplanements FY 2015	32,285	35,503	19,247	87,035	-1.21%
Enplanements FY 2016	31,250	33,252	18,822	83,324	-4.26%
Enplanements FY 2017	29,787	30,830	15,087	75,704	-9.15%

Nantucket Memorial Airport

	OPERATIONS			ENPLANEMENTS		
AIRLINE	**FY16 Sep**	**FY17 Sep**	**% Diff.**	**FY16 Sep**	**FY17 Sep**	**% Diff.**
Cape Air (KAP)	1,093	1,021	-7%	6,178	5,405	-13%
United Airlines	0	0	0%	0	0	0%
Delta Airlines	0	11	0%	0	458	0%
JetBlue Airways	79	93	18%	6175	7577	23%
Nantucket Air (ACK)	255	356	40%	1275	1767	39%
Tradewind Aviation	172	212	23%	666	805	21%
Rectrix Aviation	0	9	0%	0	6	#DIV/0!
American Airlines	6	7	17%	259	524	102%
Monthly Total	1,605	1,709	6%	14,553	16,542	14%

Nantucket Memorial Airport

Cape Air and Jet Blue Average Load Factors 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 %	Enlpanement 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
June	2846	504	5.65	9	63%	14%	2491	2745
July	4286	712	6.02	9	67%	-10%	4740	4901
August	4390	728	6.03	9	67%	-17%	5297	4808
September	3957	641	6.17	9	69%	-8%	4321	3952

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
June	1858	29	64.07	100	64%	18%	1574	1750
July	3702	50	74.04	100	74%	63%	2267	2274
August	3569	43	83.00	100	83%	48%	2416	2392
September	1531	20	76.55	100	77%	14%	1347	1195

Nantucket Memorial Airport

Jet Blue and American Airlines Average Load Factor 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
June	581	20	29.05	100	29%	191%	200	306
July	926	15	61.73	100	62%	-9%	1013	6959
August	858	11	78.00	100	78%	-28%	1187	1101
September	334	4	83.50	100	84%	-1%	336	152

Nantucket Memorial Airport
Total Passenger Enplanements
American 78 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	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
June	1292	38	34.00	78	44%	19%	1086	1467
July	2898	54	53.67	78	69%	60%	1815	1869
August	2944	43	68.47	78	88%	107%	1422	1248
September	359	7	51.29	78	66%	39%	259	199

Nantucket Memorial Airport

Cape Air Average Load Factor 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
June	450	91	4.95	9	55%	-1%	454	469
July	1042	204	5.11	9	57%	-9%	1141	1138
August	1149	197	5.83	9	65%	-13%	1316	1253
September	794	171	4.64	9	52%	10%	720	671

Nantucket Memorial Airport

Cape Air Average Load Factor 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	0.00	9	0%	0%	0	0
February	0	0	0.00	9	0%	0%	0	0
March	0	0	0.00	9	0%	0%	0	0
April	0	0	0.00	9	0%	0%	0	0
May	9	3	3.00	9	33%	-40%	15	13
June	72	17	4.24	9	47%	6%	68	49
July	391	72	5.43	9	60%	-26%	527	515
August	515	77	6.69	9	74%	-22%	658	618
September	247	49	5.04	9	56%	-22%	318	245

Nantucket Memorial Airport

Cape Air and ACK Air and Average Load Factor 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	
June	57	50	1.14	9	13%	0	0	
July	190	99	1.92	9	21%	6%	179	37
August	206	92	2.24	9	25%	1%	203	67
September	127	74	1.72	9	19%	19%	107	27

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	
June	1731	302	5.73	9	64%	11%	1560	
July	2188	385	5.68	9	63%	38%	1580	1757
August	2218	386	5.75	9	64%	44%	1540	1810
September	1767	356	4.96	9	55%	39%	1275	1271

Nantucket Memorial Airport

Jet Blue and Delta Airlines Average Load Factor 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
June	4395	64	68.67	100	69%	20%	3671	4577
July	7313	93	78.63	100	79%	8%	6750	6959
August	8283	93	89.06	100	89%	4%	7933	7575
September	5712	69	82.78	100	83%	27%	4492	4074

Nantucket Memorial Airport
Total Passenger Enplanements
DELTA 50 SEATS (JFK)

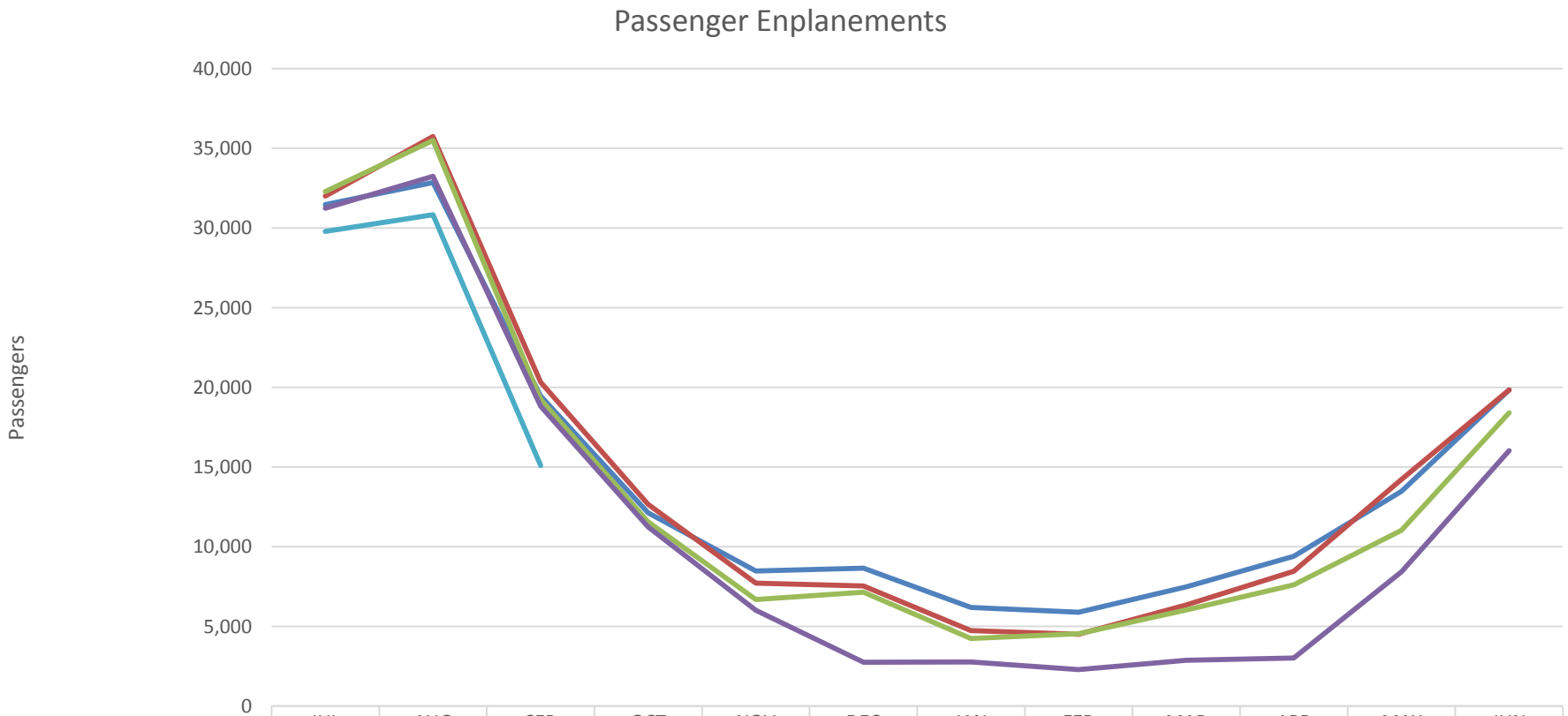
	2016						2015	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
February	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
March	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
April	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
May	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
June	1426	60	23.77	50	48%	-9%	1573	1915
July	1878	59	31.83	50	64%	-14%	2193	2193
August	2480	63	39.37	50	79%	-8%	2696	2410
September	410	10	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED

Nantucket Memorial Airport

Cape Air Average Load Factor 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
June	248	52	4.77	9	53%	16%	213	358
July	341	76	4.49	9	50%	-10%	377	559
August	323	89	3.63	9	40%	-17%	389	558
September	280	86	3.26	9	36%	-25%	373	747

Nantucket Memorial Airport



	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	16,037
Enplanements FY 2017	29,787	30,830	15,087									

Nantucket Memorial Airport

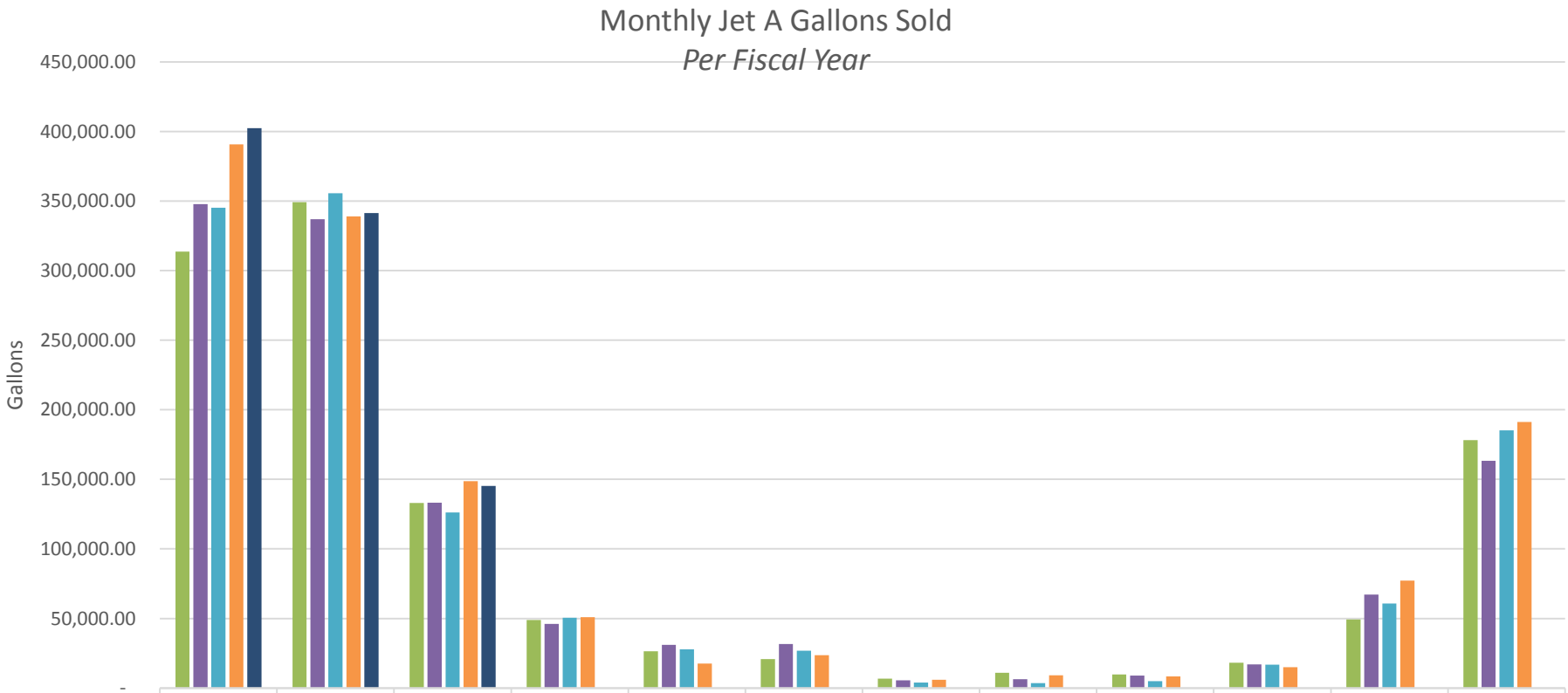
Jet A Gallons Sold FY2011 vs. FY2017

	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
FY17	402,398.00	341,424.00	145,201.00										889,023.00

September 2016 vs. September 2017 Down – 2.35%
YTD UP 1.22%

	July	Aug	Sep	YTD Total
2011 Jet A	296,316.00	318,813.00	117,739.00	732,868.00
2012 Jet A	308,872.00	356,397.00	148,885.00	814,154.00
2013 Jet A	313,706.00	349,254.00	133,081.00	796,041.00
2014 Jet A	347,797.00	336,909.00	133,223.00	817,929.00
2015 Jet A	345,249.00	355,563.00	126,097.00	826,909.00
2016 Jet A	390,746.00	338,874.00	148,694.00	878,314.00
2017 Jet A	402,398.00	341,424.00	145,201.00	889,023.00

Nantucket Memorial Airport

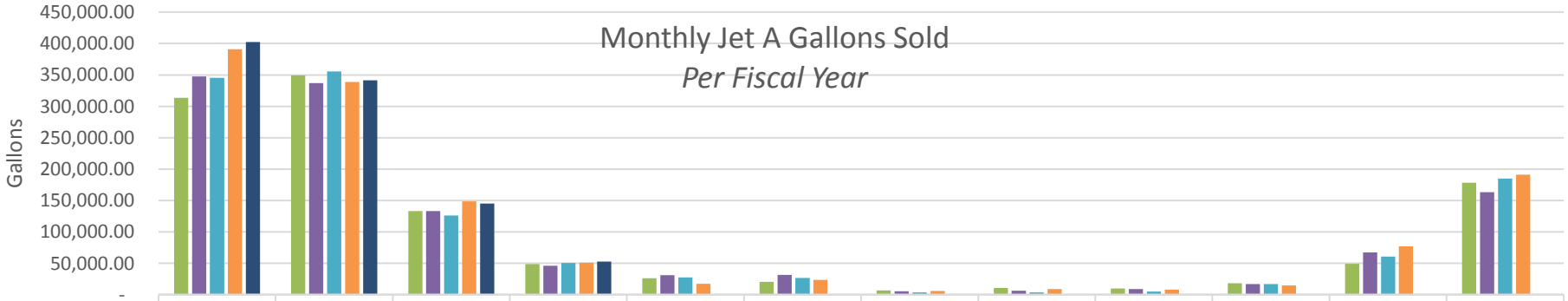


	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY13	313,706.00	349,254.00	133,081.00	48,812.00	26,391.00	20,748.00	6,688.00	11,008.00	9,704.00	18,140.00	49,217.00	178,209.00
FY14	347,797.00	336,909.00	133,223.00	46,090.00	30,953.00	31,661.00	5,518.00	6,260.00	8,994.00	16,948.00	67,246.00	163,379.00
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
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
FY17	402,398.00	341,424.00	145,201.00									

Nantucket Memorial Airport

October vs. October Up 3.53%
Jet A

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
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
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
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
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
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
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
FY17	402,398.00	341,424.00	145,201.00	52,648.00								



	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
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
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
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
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
FY17	402,398.00	341,424.00	145,201.00	52,648.00								

Nantucket Memorial Airport

AvGas Gallons Sold FY2011 vs. FY2017

	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	15,239.30	119,210.90
FY 2017	26,296.70	25,032.40	16,766.80										

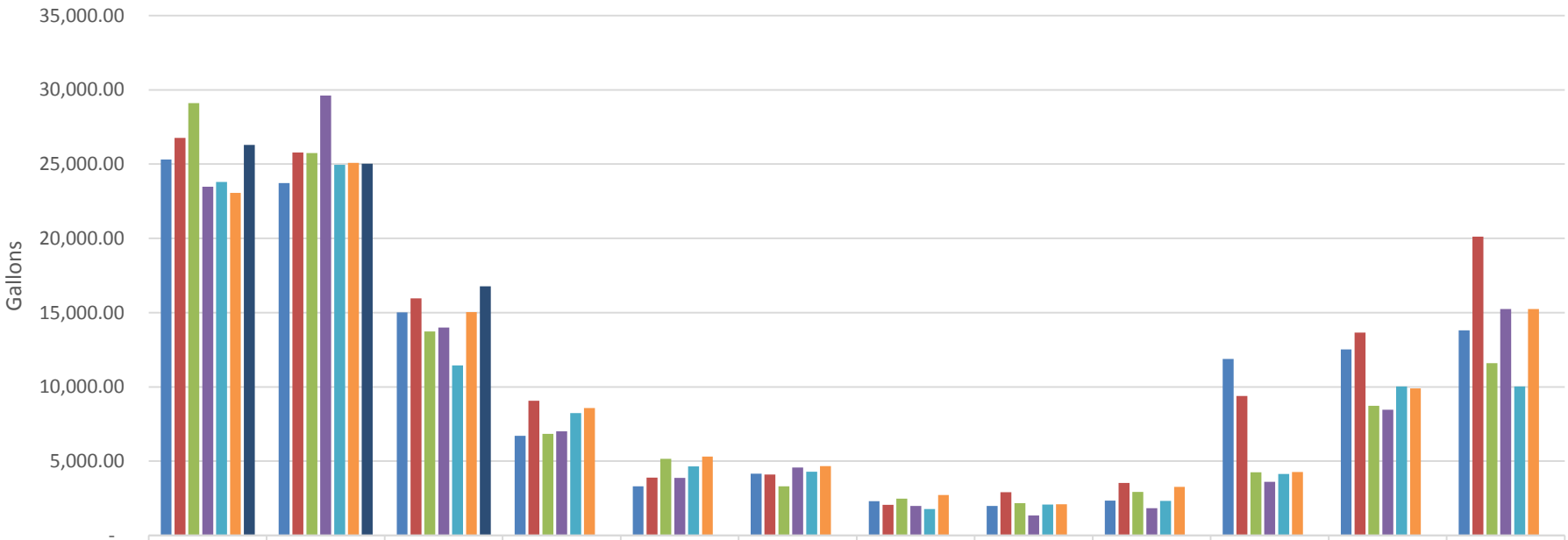
September 2016 vs. September 2017 UP 11.57%
YTD UP 7.77%

	July	Aug	Sep	YTD Total
2011 AvGas	25,308.30	23,727.70	15,022.70	38,750.40
2012 AvGas	26,769.50	25,777.50	15,956.90	68,503.90
2013 AvGas	29,107.10	25,742.30	13,727.90	68,577.30
2014 AvGas	23,475.10	29,626.50	13,996.70	67,098.30
2015 AvGas	23,806.00	24,958.50	11,454.10	60,218.60
2016 AvGas	23,067.20	25,091.20	15,027.90	63,186.30
2017 AvGas	26,296.70	25,032.40	16,766.80	68,095.90

Nantucket Memorial Airport

Monthly 100LL Gallons Sold

Per Fiscal Year



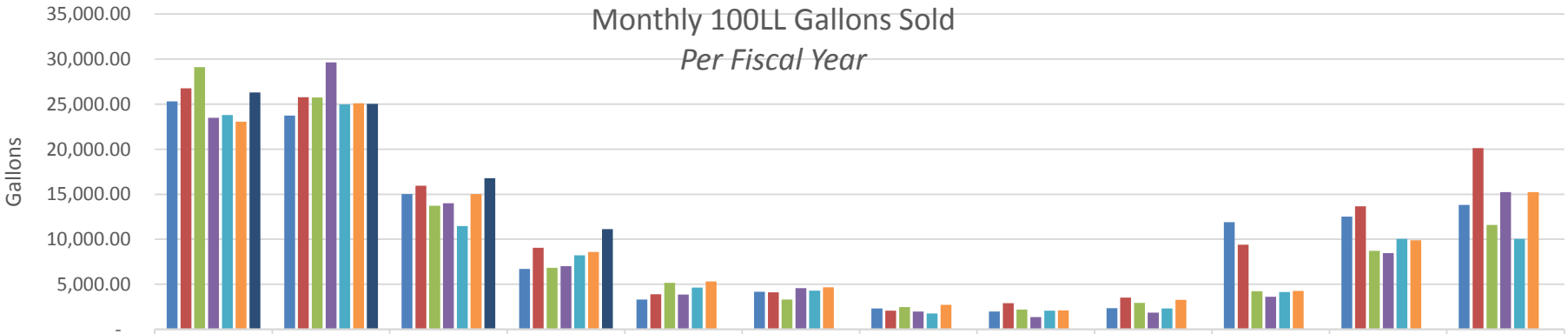
	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 2011	25,308.30	23,727.70	15,022.70	6,695.60	3,300.00	4,161.50	2,306.00	1,976.00	2,339.20	11,885.80	12,514.70	13,811.10
FY 2012	26,769.50	25,777.50	15,956.90	9,067.30	3,897.00	4,094.00	2,054.20	2,917.30	3,527.60	9,389.20	13,661.80	20,124.10
FY 2013	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	15,239.30
FY 2017	26,296.70	25,032.40	16,766.80									

Nantucket Memorial Airport

October vs. October UP 29.61%

Avgas 100LL

	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	15,239.30
FY 2017	26,296.70	25,032.40	16,766.80	11,119.60								



	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	15,239.30
FY 2017	26,296.70	25,032.40	16,766.80	11,119.60								

Nantucket Memorial Airport

- FY 2017 monthly freight -

AIRLINE	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Cape Air *(KAP)*	70,895	77,544	64,556				36,690	34,779	35,394	48,455	56,612	71,910	496,835
Wiggins-FedEx	118,829	98,180	55,992				27,214	25,306	44,135	50,304	71,410	111,258	602,628
Wiggins-UPS	11,099	15,044	11,399				5,623	1,953	5,939	5,373	4,942	7,320	68,692
Monthly Total	200,823	190,768	131,947				32,837	27,259	50,074	55,677	76,352	118,578	884,315

September 2016 vs. September 2017 Down - 34.51%
YTD Down – 35.92%

Freight	July	Aug	Sep	Total
FY 2011	346,413.00	326,203.00	214,369.00	886,985.00
FY 2012	318,119.00	240,682.00	170,392.00	729,193.00
FY 2013	333,381.00	347,503.00	219,192.00	900,076.00
FY 2014	307,645.00	311,070.00	197,415.00	816,130.00
FY 2015	340,810.00	296,751.00	193,221.00	830,782.00
FY 2016	336,625.00	278,904.00	201,486.00	817,015.00
FY 2017	200,823.00	190,768.00	131,947.00	523,538.00

Nantucket Memorial Airport

-	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
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
FY 2013 Calls	96	7	6	5	4	2	2	4	2	11	25	25	189
FY 2014 Calls	28	12	8	2	4	0	1	0	1	0	33	44	133
FY 2015 Calls	47	61	46	12	3	4	0	2	3	3	9	19	209
FY 2016 Calls	72	55	14	1	2	11	0	1	2	0	10	15	183
FY 2017Calls	25	19	14										63

Nantucket Memorial Airport

September Noise Complaint Summary:

September 2016 – 14 Noise Complaints

- 8 complaints were received from 6 residents regarding IFR flights.
- 2 complaints were received from 2 residents regarding VFR flights. Both flights resulted from flights operating in a designated noise abatement corridor
- 1 complaint was received regarding a military flight, and was not investigated further.
- 1 complaint was received regarding a GA helicopter operation.
- 1 compliant was received regarding ground noise/APU, and is still under investigation.
- 1 complaint was not investigated due to a lack of information provided.

Follow up with residents was provided in 11/12 complaints (92%) where follow up was applicable.

2017

January

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 10, 2017
February 14, 2017
March 14, 2017
April 1, 2017 Annual Town Meeting begins
April 11, 2017
May 9, 2017
June 13, 2017
July 11, 2017
August 8, 2017
September 12, 2017
October 10, 2017
November 14, 2017
December 12, 2017