NANTUCKET MEMORIAL AIRPORT COMMISSION  
March 10, 2020  
Agenda

1. Announcements  
   a. This Meeting is Being Both Audio & Video Recorded

2. Review and Approve:  
   a. Agenda  
   b. 2/11/20 Draft Minutes  
   c. Ratify 2/19/20 and 3/4/20 Warrants

3. Public Comment

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

5. Pending Matters  
   a. 050916-1 Crew Quarters Development  
   b. 091019-01 Town Government Study Committee

6. 031020-1 MassDOT ASMP Grant Awards & Associated Grant Assurances  
   a. Purchase Loader with Forestry Mulcher- $95,784

7. 031020-2 North Ramp Allocation Policy - Pending

8. Finance  
   a. 031020-3 Budget Transfers  
   b. 031020-4 Fee Waiver

8. Manager’s Report  
   a. Project Updates  
   b. RFP/Bid Status  
   c. Operations Update  
   d. Statistics  
   e. Personnel Report

9. Commissioner’s Comments  
   a. 031020-5 Long Range Planning Sub-Committee Meeting Recap- 2/18/20

10. Public Comment

11. Executive Session – G.L. c.30A, §21 (a)  
   a. Review ES minutes of 5/28/13, 9/10/13, 1/14/14, 2/25/14, 3/11/14, 3/25/14, 6/24/14, 4/14/15, 5/12/15, 8/11/15, 9/8/15, 12/8/15, 2/9/16, 9/13/16, 12/13/16, 1/10/17, 5/11/17, 5/11/17, 6/13/17, 7/11/17, 8/8/17, 9/12/17, 10/10/17, 11/14/17, 12/12/17, 1/9/18, 2/13/18, 3/16/18, 4/10/18, 5/8/18, 6/12/18, 6/29/18, 7/10/18, 8/14/18, 9/11/18, 11/13/18, 12/11/18, 1/14/19, 2/12/19, 3/12/19, 4/9/19, 5/14/19, 6/11/19, 7/12/19, 8/13/19, 9/10/19, 10/8/19, 11/12/19, 12/10/19, 1/14/20 for possible release; and 2/11/20 for review and possible release.
   b. Clause 3: To discuss strategy with respect to the litigation regarding the Gatto Claim, where the Chair has determined that an open session may have detrimental effect on the litigating position of the Airport Commission.
   c. Clause 3: To discuss strategy with respect to the litigation regarding Walsh, where the Chair has determined that an open session may have detrimental effect on the litigating position of the Airport Commission.
   d. Clause 3: To discuss strategy with respect to collective bargaining, where the Chair has determined that an open session may have detrimental effect on the bargaining position of the Airport Commission.
The meeting was called to order at 5:00 pm by Vice Chairman Arthur Gasbarro with the following Commissioners present: Jeanette Topham, Anthony Bouscaren and Andrea Planzer.

Chairman Daniel Drake participated remotely as his physical attendance was unreasonably difficult.

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

Airport employees present were: Tom Rafter, Airport Manager, Noah Karberg, Assistant Airport Manager, David Sylvia, Safety and Compliance Officer and Katy Perales, 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 asked for comments on the draft minutes dated 1/14/20; hearing none, the minutes were adopted.

Ms. Topham made a Motion to ratify the 1/22/20 and 2/5/20 Warrants. Second by Ms. Planzer and Passed by the following roll call vote:

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

Public Comment

None.
021120-1 Public Hearing to Consider Proposed Revisions to Airport’s Rates and Charges
At 5:02PM, Mr. Gasbarro opened the public hearing after reading an opening statement.

Public Comment:
None

Hearing no public comments Mr. Gasbarro closed the Public Hearing at 5:03PM.

Commissioner and Airport Administrative Comments:
→ Mr. Rafter explained that violations for automobile parking will be $50/day for all areas of the parking lot and will be added into the final version.

→ Mr. Gasbarro suggested adding a discounted rate for those parking at the Airport and using the Shuttle Bus to get downtown in the future rates and charges.

→ Ms. Topham asked if the $120 weekly vehicle parking charge covered the entire week or was nightly. Mr. Rafter explained that it was $120 for the week.

→ Ms. Topham asked how the Airport tracks Uber/Lyft charges. Mr. Rafter explained that we are unable to charge Uber/Lyft due to the current state law. Administration is working with state representatives to try to modify the current law so that we are able to collect from Uber/Lyft.

Mr. Bouscaren made a Motion to adopt the Airport’s Rates and Charges with changes to consolidate parking violations to $50/day in all areas and adding a To Be Determined Shuttle Bus Discount for parking at the Airport. Second by Ms. Planzer and Passed by the following roll call vote:

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

Pending Leases/Contracts – Mr. Rafter presented for approval the following Agreements and contracts:
→ ACK Surf School, LLC- Beach License agreement for operation of a Surf School at Noabadeer Beach, with an annual business fee of $1,500.

→ Jacobs Engineering Group, Inc.- Task Order in the amount of $41,202 for design and project administration for pavement markings on runway 15-33 and 12-30. This is a capital expense.

Ms. Planzer made a Motion to approve the agreements and contracts as presented, Second by Ms. Topham and Passed by the following roll call vote:

Mr. Bouscaren- Aye
Ms. Topham- Aye
Ms. Planzer- Aye
Mr. Drake- Aye
Mr. Gasbarro- Aye
Pending Matters – Mr. Rafter reported on:

- **050916-1 Crew Quarters Development**- Topic will be discussed in depth at the Long-Range Planning Sub Committee Meeting which was rescheduled to February 18, 2020. Mr. Rafter toured the Nantucket Community Sailing facility, where Mr. Rafter gained knowledge regarding stick-built construction and savings on seasonal rentals for employees. Mr. Rafter also reported that they would consider allowing the Airport to rent the facility to provide housing for seasonal employees in October, November and December when the Thompson House is not available.

- **091019-01 Town Government Study Committee**- Mr. Rafter reported that the warrant article has been posted as Article 94. Mr. Gasbarro asked if the Finance Committee gave a positive recommendation. Mr. Rafter explained that he believes they are still discussing, but he has yet to hear anything negative.

**021120-2 Planning and Engineering RFQ Evaluation Committees (Commission Participation)**- Mr. Rafter explained that two Request for Qualifications (RFQ) have been prepared for Engineering On-Call Services and Planning On-Call Services. Mr. Rafter asked that a representative from the Commission be on the Evaluation Committee. Mr. Drake asked that any Commissioners interested, speak to Mr. Rafter. Mr. Bouscaren expressed interest and will be on Evaluation Committee.

**Finance**- Mr. Rafter reported on:

- **021120-2 FY2020 Second Quarter Update**- Mr. Rafter reviewed the Quarterly update. Revenues increased by $281,000. PFC’s increased by $88,000, Fixed Base Operation (FBO) increased by $120,000 and there were increases in other revenue, that were associated with the reimbursement of the baggage belt. Expenses, not including debt service are down 2%. Payroll and Fuel decreased. Administrative costs increased primarily due to legal fees and the addition of software programs.

With Fuel sales behind from last year, Mr. Drake asked if it will be made up by the end of the year. Mr. Rafter does not believe that fuel sales will be made up by the end of the year.

**Manager’s Report**

**Project Updates** – Mr. Rafter reported:

- **Security Project Phase I**- Work has begun.
- **Security Project Phase II**- Bids are due February 25, 2020. A meeting was held on January 31st with FAA to determine the eligibility levels for the entire security project. Consultants will be calculating the actual dollar amount impacts, once they receive the schedule of values for the Phase II portion.
- **EA/EIS**- Work continues. Received final Record of Decision with the phase two waiver for Taxiway E.
- **PFC Application #2**- Sent consultation letter to FAA for approval.
- **Fuel Farm Rehabilitation**- Received and reviewed 90% plans and specifications. Bids will be due March 25, 2020.
- **Taxiway E**- Received 90% design plans and specifications. Total project cost estimate of $19.5 Million. Bids will be available March 15, 2020 and due April 16, 2020.
- **Airfield Markings**- IFB will be available to the public by March 2, 2020 and have the work completed by May 9, 2020.
RFP/IFB Bid Status – Mr. Rafter reported on:
- **Request for Expression of Interest- Hangar Development**- Received one proposal from George Turner, expressing interest in building a Hangar. Received two inquires beyond the REOI with interest to build smaller hangars. Once the larger hangar is solidified with Mr. Turner another REOI will be issued.
- **Request for Expression of Interest (REOI) - Freight Hangar**- Developed an REOI for the Freight Hangar and will be discussed further at the Long-Range Planning Subcommittee meeting. Looking to maximize utilization of the facility and make sure it has a freight component.
- **Hold Room Concession**- Working on Request for Proposal (RFP).
- **On-Call Engineering**- Working on Request for Qualifications (RFQ)
- **Fuel Farm Inspections**- Bids due February 25, 2020.

Operations – Mr. Rafter reported:
- Met with JetBlue to review their summer plan and look at future planning needs.
- Transitioning FBO point of sales system.
- Preparing for Annual Certification Inspection, scheduled to take place May 11-13th.
- Mr. Rafter asked that the Commission review the draft policy for Hard Stand Assignments, for approval at March meeting.

Statistics – Mr. Rafter reviewed the December 2019 statistics:
- Operations are up 34.71% from December 2018; and up 19.41% from last FYTD.
- Enplanements are up .95% from December2018; and up 6.71% from last FYTD.
- Jet A Gallons are up .01% from December 2018; and up 2.41% from last FYTD.
- Jet A Gallons are up 13.18% from January 2019.
- AvGas Gallons are up 22.25% from December 2018; and down 1.64% from last FYTD.
- AvGas Gallons are down 5.69% from January 2019.
- Freight is up 3.47% from December 2018; and down .31% from last FYTD.
- 1 Noise complaint was filed for January 2020 compared to 2 in January 2019.

Personnel Report-
Micheal O’Neil, Airport Maintenance Supervisor, has announced his retirement after over 21 years at Nantucket Airport. On Friday, February 21st there will be coffee between 9 -12 PM at the SRE Building to say your goodbyes and warm wishes.

Airport Manager Travel- Annual AAAE Conference, Denver, CO, May 10-13, 2020-
Mr. Rafter requested approval to attend the AAAE conference in Denver, Colorado, May 10-13.

Mr. Drake made a **Motion** to approve travel to the AAAE conference in Denver, Colorado. **Second** by Mr. Bouscaren and **Passed** by the following roll call vote:

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

Commissioners Comments-
Mr. Gasbarro announced that the Long-Range Planning Subcommittee meeting has been rescheduled to February 18, 2020 at 9:00AM in the Airport Conference Room.
Mr. Drake announced that former Airport Commissioner, Dual Macintyre, passed away. A funeral service will be held Saturday, February 15th at 11:00AM at St. Paul’s Church.

Public Comment-
None.

Having no further business for Open Session, Mr. Bouscaren made a Motion to go into Executive Session, under G.L. Chapter 30A, Section 21A, not to return to Open Session, to review Executive Session Minutes as enumerated on the Agenda; Clause 3: To discuss strategy with respect to the litigation regarding the Gatto claim, where the Chair has determined that an open session may have detrimental effect on the litigating position of the Airport Commission.; Clause 3: To discuss strategy with respect to litigation regarding Walsh, where the Chair has determined that an open session may have detrimental effect on the litigating position of the Airport Commission; Clause 3: To discuss strategy with respect to collective bargaining, where the Chair has determined that an open session may have detrimental effect on the bargaining position of the Airport Commission. Second by Ms. Planzer and Passed unanimously, by the following roll-call vote:

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

Meeting adjourned at 5:32pm.

Respectfully submitted,

___________________________________
Lillian Sylvia, Recorder

Master List of Documents Used
2/11/20 Agenda including Exhibit 1 (Handout)
1/14/20 Draft Minutes
1/22/20 Warrant Signature Page
2/5/20 Warrant Signature Page
Draft Rates and Charges
ACK Surf School License Agreement
Jacobs Engineering Group, Inc.- Task Order No. 7
FY2020 Second Quarter Update
Draft Policy- North Ramp Hardstand Assignments
December 2019 Monthly Statistical Report
Annual AAAE Conference, Denver, CO, Agenda
### Warrant 02/19/2020

Please Sign and Date

Daniel Drake 2/7/2020

Arthur Gasbarro 2/11/20

Andrea Planzer 2/11/20

Jeanette Topham 2/11/20

Anthony G. Bouscaren 2/10/20

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**Warrant 03/04/2020**

*Please Sign and Date*

![Signature](image)

Daniel Drake

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Arthur Gasbarro

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Andrea Planzer

![Signature](image)

Jeanette Topham

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Anthony G. Bouscaren

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*Email Approval attached*
From: A Planzer  
Sent: Tuesday, February 25, 2020 8:27 PM  
To: Lillian Sylvia  
Subject: Re: Warrant Signatures

Lilly,
I reviewed batch reports 4204 and 4247. I approve the batches and the warrant.

Andrea Planzer

Sent from my iPhone

On Feb 25, 2020, at 3:19 PM, Lillian Sylvia <LSylvia@nantucketairport.com> wrote:

Hi Andrea,

If you could please review the attached batch’s for the 3/4/20 warrant and send email approval that would be great! If you have any questions on a specific invoice, just let me know and I can scan it over to you.

Thank you!

Lilly Sylvia  
Administrative Assistant  
Nantucket Memorial Airport  
14 Airport Rd, Unit 1  
Nantucket, MA 02554  
(508) 325-7532  
(508) 325-5306 (Fax)

From: A Planzer <aplanzer@nantucketairport.com>  
Sent: Friday, February 21, 2020 2:22 PM  
To: Lillian Sylvia <lsylvia@nantucketairport.com>  
Subject: Re: Warrant Signatures

Hi Lilly,
I’m off island and won’t be able to come in to sign. Let me know if you need me to review the batch reports by email for approval.
Andrea

Sent from my iPhone
## Exhibit 1

### Pending Leases/Contracts/Agreements

**3/10/2020**

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated the 21st day of August, 2020, by and between the Nantucket Airport Commission, with a principal place of business at 14 Airport Road, Nantucket MA 02554 and Gama Aviation, with its principal address at Two Corporate Drive, Suite #1050, Shelton, CT 06484.

A. The LICENSOR is the owner of record of a certain parcel of land located at 14 Airport Road, Nantucket Massachusetts, hereafter referred to as the “AIRPORT”.

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

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

1. Grant of License: The LICENSOR hereby grants to LICENSEE a license to enter upon the premises of the AIRPORT for the purpose of providing aircraft maintenance services to the AIRPORT subject to the following specified terms and conditions. The terms of this License are not to be construed as a grant of the exclusive use of the AIRPORT to the LICENSEE.

2. Term: The term of this License shall commence on April 1, 2020 and shall terminate on March 31, 2021 unless earlier terminated as set forth in Section 12, below. An extension or renewal of the term and conditions of this License, by an amendment to the same, may be granted by the LICENSOR at its sole discretion.

3. Permitted Use: The rights of this License shall be exercised by the LICENSEE solely for the purpose of providing aircraft maintenance through the AIRPORT, including any additional activities as approved in writing by the Airport Commission.

4. Security: LICENSEE is required to obtain Airport Identification Badges for each of its employees', as well as attend the required security class and driver training program.

5. License, the LICENSEE agrees to pay the LICENSOR the following annual business license fee of $1,500.00 prior to exercising this License.

6. Disposal of Waste Material: LICENSOR is responsible for proper disposal of all waste generated by aircraft maintenance services.

7. Conduct:
   a. Entry and use under this License by the LICENSEE and its contractors, agents, representatives, employees, assignees and invitees, shall, at all times, be subject to oversight by duly designated representatives of the LICENSOR who shall supervise LICENSEE’S compliance with the terms hereof.

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

   c. The LICENSEE shall observe and obey directives from the authorized representative of the LICENSOR, as well as all other applicable laws, statutes, ordinances, regulations and permitting or license requirements.
d. The LICENSEE, its contractors, agents and/or representatives shall provide and maintain an emergency contact person and telephone number with the LICENSOR’S representative during the term hereof.

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

   a. To adopt from time to time rules and regulations not inconsistent with terms of this License for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom LICENSEE agrees to comply.

   b. To enter upon any premises and facilities of the LICENSEE upon reasonable advance notice for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the LICENSOR. The LICENSEE, in such case is to use its best efforts to avoid disruption of LICENSEE’S operation.

10. **Approvals and Permits:** All local licenses and permits are the responsibility of the LICENSEE. A copy is to be provided to the Airport Manager’s office and kept on file. The obligations of the LICENSEE are conditional upon his obtaining and holding all said approvals, permits and licenses necessary for the operation of an airplane cleaning service, from all agencies, boards and officers having jurisdiction over the same.

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

**Additional insured:** All certificates will indicate the “Town of Nantucket/Nantucket Memorial Airport (Licensor)” as an additional insured, under liability coverage, but only as respects operation of the Named Insured as their interests may appear.

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

**Liability Insurance:** The LICENSEE shall maintain, with respect to the Airport premises, comprehensive public liability insurance, in the amount of $1,000,000.00, with property damage insurance in limits of $500,000.00, in responsible companies qualified to do business in
Massachusetts, and in good standing therein, insuring the LICENSEE as well as LICENSOR against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

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

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

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

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

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

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

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

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

   g. The LICENSEE for themselves, their personal representatives, successors in interest, and assigns as a part of the consideration hereof, do hereby covenant and agree as a covenant running with the land that:
1. No person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,

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

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

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

14. **Breach of Covenants:** In the event of breach of any of the above covenants, the Nantucket Memorial Airport shall have the right to terminate the License and to exclude the LICENSEE from the said premises and the facilities thereon as if said License had never been made or issued.

15. **Assignment:** This License is not transferrable, and no privilege contained herein may be sublet or assigned to any other person or organization without the express written consent of the LICENSOR.

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

**LICENSEE:**
Gama Aviation

By: [Signature]
Print name: BryanComeag
Date: 2-21-2020

**LICENSOR:**
Nantucket Memorial Airport Commission

[Signature]
[Signature]
TASK ORDER AMENDMENT NO. MJ-N-11A

PROJECT: On-Call Financial Planning Services
Additional Services
Nantucket Memorial Airport

DATE OF ISSUANCE: March 4, 2020

PROJECT DESCRIPTION: The items of work to be accomplished under this Task Order Amendment include the following and are further described on the attached Scope of Work (two page(s)):

The CONSULTANT will provide additional on-call financial planning services for the Nantucket Memorial Airport Commission (SPONSOR) at the Nantucket Memorial Airport (AIRPORT) as were initially provided under Task Order MJ-N-11. Tasks to be assigned will cover items requested by the SPONSOR that do not fall under a specific task order or project. Services will only be provided when requested by the SPONSOR up to the maximum upset limit of $45,000, unless approved in writing in advance by both parties. Prior to the commencement of any activities, SPONSOR will be provided with a brief scope of work for each requested task and the estimated level of effort and anticipated fee.

METHOD OF COMPENSATION:

Not to exceed fee based on billing rates.

AMOUNT OF COMPENSATION:

The maximum amount to be paid to the CONSULTANT by the SPONSOR under this Task Order Amendment shall be Thirty Five Thousand Dollars and No Cents ($35,000.00) unless this Task Order Amendment is amended in writing and agreed to by the SPONSOR and CONSULTANT. The maximum amount to be paid to the CONSULTANT by the SPONSOR under the original Task Order and this Task Order Amendment is Forty Five Thousand Dollars and No Cents ($45,000.00).

The Agreement for Professional Engineering Services between the Town of Nantucket, Massachusetts (the "SPONSOR") and McFarland-Johnson, Inc. (the "CONSULTANT"), for On Call Engineering Services, dated April 20, 2017, shall govern all TASK ORDERS executed under this Assignment, unless modified in writing and agreed to by SPONSOR and CONSULTANT.
ACCEPTED:

By: __________________________
James M. Festa, P.E.
Chief Executive Officer
McFarland-Johnson, Inc.

APPROVED:

Town of Nantucket
Nantucket Memorial Airport Commission

By: __________________________
Name: __________________________
Title: __________________________

By: __________________________
Name: __________________________
Title: __________________________

By: __________________________
Name: __________________________
Title: __________________________

APPROVED AS TO FUNDS AVAILABLE

by __________________________
Brian E. Turbitt, Director of Municipal Finance or
Bob Dickinson, Assistant Town Accountant
Massachusetts Department of Transportation (MassDOT) Aeronautics Division

Contract Approval

The MassDOT Aeronautics Division, on this ________ day of __________, 20___, hereby approves Task Order MJ-N-11A between the Nantucket Memorial Airport and McFarland-Johnson, Inc. for the Planning Services in connection with:

On-Call Aviation Financial Planning Services - Additional Services

Nantucket Memorial Airport
Nantucket, Massachusetts

This Approval is granted in accordance with Section 51K, Chapter 90 of the General Laws of Massachusetts, as amended, and in no way makes the MassDOT Aeronautics Division a party to the Contractor and in no way interferes with the rights of either of the principals here above, and is not to be considered as a commitment of funding unless a grant is issued by MassDOT Aeronautics Division.

__________________________
Dr. Jeffrey DeCarlo, Ed.D., PMP, ATP, Administrator
MassDOT Aeronautics Division
EXHIBIT A

SCOPE OF SERVICES AMENDMENT

FOR
NANTUCKET MEMORIAL AIRPORT

FOR THE COMPLETION OF
ON-CALL AVIATION FINANCIAL PLANNING SERVICES – ADDITIONAL SERVICES
TASK ORDER MJ-N-11A

PROJECT DESCRIPTION

The Nantucket Memorial Airport Commission (SPONSOR) identified a need for on-call aviation financial planning services associated with the Nantucket Memorial Airport (AIRPORT) from July 1, 2019 through June 30, 2020. This Amendment is to extend the period for on-call aviation planning services through June 30, 2022. Sub-tasks to be assigned will cover items requested by the SPONSOR that do not fall under a specific task order or project. Services will only be provided when requested by the SPONSOR, up to the maximum upset limit of $45,000, as increased by a maximum value of $35,000 through this Amendment, unless approved in writing in advance by both parties. Prior to the commencement of any activities, SPONSOR will be provided with a brief scope of work for each requested task and the estimated level of effort and anticipated labor expense and direct expense to complete each sub-task.

SCOPE OF WORK

McFarland Johnson, Inc., (ENGINEER) shall provide the following professional services:

1. **ON-CALL TASKS:**

   ENGINEER will complete tasks on an on-call basis as requested by the SPONSOR. Upon request, ENGINEER will develop a brief description and scope of services to define each sub-task and will provide an estimate of the number of hours, labor expense, and direct expenses to complete each sub-task. ENGINEER will not commence activities on a subtask until written approval is received from the airport manager, assistant manager, or business manager. ENGINEER will track expenditures associated with each sub-task and will document expenditures associated with each sub-task on project status reports and invoice documents on a cumulative basis, with expenditures not to exceed $45,000 without prior written consent of both the SPONSOR and the ENGINEER.

   Sub-tasks associated with this task order will be limited to those that do not fall under a specific task order or project and would incorporate an anticipated level of compensation below the maximum upset limit of this agreement. Potential services to be assigned under this agreement could include, but are not limited to, review of airport financial documents, revisions to the rates and charges model, development of new financial models,
lease/contract review, or participation in meetings and development of financial documents to assist the airport in the development of annual budgets or other reviews.

2. **PROPOSED SCHEDULE OF COMPLETION:**

This agreement will be valid for the assignment of new sub-tasks within a period that commenced July 1, 2019 through June 30, 2022, as extended from June 30, 2020 through this Amendment. The schedule for each specific sub-task will be developed and assigned during the development of each sub-task specific scope of work.
TASK ORDER
AUTHORIZATION
NO. MJ-N-22

PROJECT:Hangar Development Review
Nantucket Memorial Airport

DATE OF ISSUANCE:March 4, 2020

PROJECT DESCRIPTION: The items of work to be accomplished under this Task Order include the following and are further described on the attached Scope of Work (seven page(s)):

The CONSULTANT will review a potential hangar development for compliance with Nantucket Zoning and FAA guidelines. The consultant’s work shall be undertaken in accordance with the attached Scope of Work.

METHOD OF COMPENSATION:

Not to exceed fee based on billing rates. See attached detail contained in the Scope of Work and Fee Proposal.

AMOUNT OF COMPENSATION:

The maximum amount to be paid to the CONSULTANT by the SPONSOR under this Task Order shall be Fourteen Thousand Seven Hundred Dollars and No Cents ($14,700.00) unless this Task Order is amended in writing and agreed to by the SPONSOR and CONSULTANT.

The Agreement for Professional Engineering Services between the Nantucket Memorial Airport Commission (the "SPONSOR") and McFarland-Johnson, Inc. (the "CONSULTANT"), for On-Call Engineering Services at Nantucket Memorial Airport, for a one-year period, dated April 20, 2017, shall govern all TASK ORDERS executed under this Assignment, unless modified in writing and agreed to by SPONSOR and CONSULTANT.
ACCEPTED:

By: __________________________
James M. Festa, P.E., CEO,
McFarland-Johnson, Inc.

APPROVED:

Town of Nantucket
Nantucket Memorial Airport Commission

By: __________________________

Name: __________________________

Title: __________________________

By: __________________________

Name: __________________________

Title: __________________________

By: __________________________

Name: __________________________

Title: __________________________

APPROVED AS TO FUNDS AVAILABLE

by __________________________
Brian E. Turbitt, Director of Municipal Finance or
Bob Dickinson, Assistant Town Accountant
Massachusetts Department of Transportation (MassDOT) Aeronautics Division

Contract Approval

The MassDOT Aeronautics Division, on this ________ day of __________, 20___, hereby approves Task Order MJ-N-22 between the Nantucket Memorial Airport and McFarland-Johnson, Inc. for the Engineering Services in connection with:

Hangar Development Review

Nantucket Memorial Airport
Nantucket, MA, Massachusetts

This Approval is granted in accordance with Section 51K, Chapter 90 of the General Laws of Massachusetts, as amended, and in no way makes the MassDOT Aeronautics Division a party to the Contractor and in no way interferes with the rights of either of the principals here above, and is not to be considered as a commitment of funding unless a grant is issued by MassDOT Aeronautics Division.

Dr. Jeffrey DeCarlo, Ed.D., PMP, ATP, Administrator
MassDOT Aeronautics Division
March 4, 2020

Nantucket Memorial Airport
Scope of Work

Task Order No.: MJ-N-22

Hangar Development Review
(George Turner Plane Box, LLC, Turner Brother, LLC)

Introduction

Nantucket Memorial Airport (SPONSOR) recently solicited proposals seeking developers to construct hangars, and the above applicant submitted a letter of interest. The SPONSOR identified potential locations for development and the applicant expressed interest in two (2) locations, identified as option A1 and A2.

The SPONSOR has requested that McFarland-Johnson, Inc. (CONSULTANT) perform a limited site review of each option to determine the viability of the potential development.

The site review will include;

- Review of the Town of Nantucket Zoning regulations
- Compliance with FAA AC 150/5300-13A “Airport Design” standards
- Impacts to existing airport facilities and infrastructure

The following assumptions are included

- The hangar size and design aircraft are as provided by the applicant
- Airport design standards will be based upon the applicants’ design aircraft
- Final design will be performed by others

Section A. – Services

McFarland-Johnson, Inc. (CONSULTANT) will provide the following services in accordance with the Agreement for Professional Services referenced in this Task Order and within the hours included in the attached Summary of Fees.

A.1. CONSULTANT’s services shall be broken down into the following subtasks:

- Task 1 Project Administration
- Task 2 Site plan review

For a breakdown of estimated hours and costs of the CONSULTANT by task,
refer to Appendix “A” Summer of Fees.

1. Task 1 Project Administration

The CONSULTANT shall perform overall project administration of the project. The task includes initial project scoping and preparation of a written scope of work, project updates, resource management, and project closeout documentation. Coordination with SPONSOR throughout the design will be included in subsequent tasks.

Subtasks to complete this task are as follows:

1.1. The CONSULTANT shall prepare a draft Scope of Work (SOW) and Fee proposal for review of the SPONSOR.
1.2. The CONSULTANT shall perform general project coordination with the SPONSOR.
1.3. The CONSULTANT will assist the SPONSOR in the preparation of project close-out documentation. It is anticipated that the close-out documentation will include; a summary of the project’s financial outlays, a site plan review report, and other information.

2. Task 2 Site Plan Review

The CONSULTANT shall perform a review of the applicants’ proposed hangar development and prepare a report.

Subtasks to complete this task are as follows:

2.1. The CONSULTANT shall review the locations (2) proposed by the developer in the letter of interest.
2.2. The CONSULTANT shall review the Town of Nantucket Zoning regulations for guidance and provide comments to the SPONSOR regarding compliance or non-compliance. The review shall include the following
   - Utility requirements
   - Vehicle parking requirement
   - Overlay district review
   - Building size and ground cover ratio

2.3. The CONSULTANT shall prepare a site plan of the proposed development and apply airport design standards as identified in AC 150/5300-13A.
   - Taxilane requirements
   - Ramp sizing
   - Part 77 review
Airport vehicle service road impacts

2.4. The CONSULTANT shall meet with the SPONSOR and with the Developer to discuss the review.

2.5. The CONSULTANT shall review the proposed project and offer an opinion on the environmental permitting and approvals required for project approval.

A.2. In conjunction with the performance of the foregoing SERVICES, CONSULTANT shall provide the following submittals/deliverables (documents) to SPONSOR:

1. Detailed Task Order, Scope of Work and Fee Summary spreadsheet (in MS Word, MS Excel and PDF format – no hard copies will be provided).

2. Site plan review report.

Section B. – Schedule

B.1. CONSULTANT shall perform the SERVICES and deliver the related documents (if any) according to the following schedule:

Site Plan Review ……………………………………………………January through March 2020

Section C. – SPONSOR’s Responsibilities

The SPONSOR shall perform and/or provide the following in a timely manner. Unless otherwise provided in this Task Order, the SPONSOR shall bear all costs incident to compliance with the following:

1. Provide copies of Hangar RFP and proposals received.

2. Provide contact names of Town officials to provide input on Town requirements.

3. As listed in the AGREEMENT.

Section D. – Assumptions

The CONSULTANT has made the following assumptions to reduce engineering costs for the SPONSOR. While these assumptions are believed to be valid, if it is determined that the assumptions are incorrect and additional work of the engineer is required, the work may be added by supplemental agreement.

1. No plans will be generated for this project.
EXHIBIT A

CONSULTANTS SUMMARY OF FEES
Appendix 'A' Summary of Fees

Task Order No. MJ-N-XX

Nantucket Memorial Airport
Nantucket, MA

Engineering Services For
Hangar Site Plan Review (George Turner Plane Box LLC, Turner Brothers, LLC)

January 24, 2020

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**Task 1.0 Project Administration**

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2019 Hourly Billing Rate: $230.00 $218.00 $166.00 $152.00 $111.00 $94.00 $104.00 $65.00

Direct Cost: $- $1,744.00 $- $- $- $- $- $- $- $- $1,809.00

None

$-

SUBCONSULTANTS

$-

mj EXPENSES: $91.00

Travel/Mileage/Rental Car/Gasoline

$-

Hotel/per diem

$-

Printing/Postage/Miscellaneous

$91.00

TOTAL EXPENSES: $91.00

TOTAL LABOR, OVERHEAD AND PROFIT: $1,809.00

TOTAL SUBCONSULTANTS: $-

mj EXPENSES: $91.00

TOTAL: $1,900.00

January 24, 2020

Consultant's Fee Proposal

FEE SCHEDULE

Task Order No. MJ-N-XX

Engineering Services For

Hangar Site Plan Review (George Turner Plane Box LLC, Turner Brothers, LLC)

Nantucket Memorial Airport
Consultant's Fee Proposal

FEE SCHEDULE
Task Order No. MJ-N-XX

Engineering Services For
Hangar Site Plan Review (George Turner Plane Box LLC, Turner Brothers, LLC)
Nantucket Memorial Airport

January 24, 2020

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2019 Hourly Billing Rate:

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TOTAL SUBCONSULTANTS $ -

TOTAL MJ EXPENSES $ 792.00

TOTAL $ 12,800.00
TASK ORDER
AUTHORIZATION
NO. MJ-N-21

PROJECT: Tank Compliance – Continuing Support
Nantucket Memorial Airport

DATE OF ISSUANCE: February 6, 2020

PROJECT DESCRIPTION: The items of work to be accomplished under this Task Order include the following and are further described on the attached Scope of Work and Fee Proposal (8 page(s)):

The CONSULTANT shall provide Tank Compliance – Continuing Support.

METHOD OF COMPENSATION:

Not to exceed fee based on billing rates. See attached detail contained in the Scope of Work and Fee Proposal.

AMOUNT OF COMPENSATION:

The maximum amount to be paid to the CONSULTANT by the SPONSOR under this Task Order shall be Twenty-Two Thousand, Two Hundred Dollars and No Cents ($22,200.00) unless this Task Order is amended in writing and agreed to by the SPONSOR and CONSULTANT.

The General Engineering Agreement for Planning, Environmental, Survey, Design, and Construction Related Services between the Nantucket Memorial Airport Commission (the "SPONSOR") and McFarland-Johnson, Inc. (the "CONSULTANT"), for Professional Services at Nantucket Memorial Airport, for a one-year period, dated September 12, 2017, shall govern all TASK ORDERS executed under this Assignment, unless modified in writing and agreed to by SPONSOR and CONSULTANT.
Task Order NO. MJ-N-21

ACCEPTED:

By: ____________________________
James M. Festa, P.E.
Chief Executive Office
McFarland-Johnson, Inc.

APPROVED:

Town of Nantucket
Nantucket Memorial Airport Commission

By: ____________________________

Name: __________________________
Title: __________________________

By: ____________________________

Name: __________________________
Title: __________________________

By: ____________________________

Name: __________________________
Title: __________________________

APPROVED AS TO FUNDS AVAILABLE

by ____________________________
Brian E. Turbitt, Director of Municipal Finance or
Bob Dickinson, Assistant Town Accountant
Massachusetts Department of Transportation (MassDOT) Aeronautics Division

Contract Approval

The MassDOT Aeronautics Division, on this ________ day of __________, 20___, hereby approves Task Order MJ-N-21 between the Nantucket Memorial Airport and McFarland-Johnson, Inc. for the Engineering Services in connection with:

Tank Compliance - Continuing Support

Nantucket Memorial Airport
Nantucket, MA, Massachusetts

This Approval is granted in accordance with Section 51K, Chapter 90 of the General Laws of Massachusetts, as amended, and in no way makes the MassDOT Aeronautics Division a party to the Contractor and in no way interferes with the rights of either of the principals here above, and is not to be considered as a commitment of funding unless a grant is issued by MassDOT Aeronautics Division.

______________________________
Dr. Jeffrey DeCarlo, Ed.D., PMP, ATP, Administrator
MassDOT Aeronautics Division
February 6, 2020

Nantucket Memorial Airport
Scope of Work

Task Order No. MJ-N-21

Tank Compliance – Continuing Support

Introduction

Task Order MJ-N-08, Tank Compliance Services provided inspections of the Jet A fuel system, and the AvGas, Diesel, and No. 2 Fuel Oil UST’s for one (1) year on a monthly basis. This Task Order will continue providing monthly inspections of the Underground Storage Tanks (UST’s) for an additional one (1) year to the SPONSOR starting in February 2020 and ending in January 2021.

Section A. - Services

A.1. CONSULTANT shall perform the following services:

1. Task 1 – Project Administration:
   1.1 Prepare Scope of Work, Fee Proposal, and Task Order.
   1.2 General project coordination throughout the project period.
   1.3 Prepare closeout documentation

2. Task 2 – Tank Compliance: This task will be performed by the CONSULTANT’s Subconsultant, VHB. See Attachment A3 for a detailed Scope of Work

(Collectively, “SERVICES”)

A.2. In conjunction with the performance of the foregoing additional SERVICES, CONSULTANT shall provide the following submittals/deliverables (documents) to SPONSOR:

1. Inspection reports from all inspections.
Task Order No. MJ-N-21

Section B. – Schedule

B.1. CONSULTANT shall perform the SERVICES and deliver the related documents (if any) according to the following schedule:

Subtask a, b, and c ............................................... monthly from Notice to Proceed

Section C. – Compensation

C.1. This Amendment will include the fee as outlined on Attachment A2. The total not-to-exceed fee for this Task Order is Twenty-Two Thousand Two Hundred Dollars and No Cents ($22,200.00).

Section D. – Subconsultants

The following describes the scope, schedule and budget allocated to subcontractors and subconsultants used in performance of this Amendment.

VHB, Inc. will be completing Task A.1 above, Tank Compliance. Total compensation of VHB for this task is not to exceed Nineteen Thousand Nine Hundred Fifteen Dollars and No Cents ($19,915.00).

The CONSULTANT shall require that all of the above-referenced subconsultants agree to carry insurance and to indemnify the SPONSOR on the same terms and conditions as required in the AGREEMENT or any exhibit or schedule thereto.

Section F. – SPONSOR’s Responsibilities

The SPONSOR shall perform and/or provide the following in a timely manner. Unless otherwise provided in this Task Order, the SPONSOR shall bear all costs incident to compliance with the following:

1. Provide the existing records for their tank systems.

2. Provide contact information for airport staff, FBOs, or tenants with activities relevant to this work.

3. Facilitate communication between the CONSULTANT and airport staff, MassDEP, FBOs, or tenants with relevant activities, if needed.

4. As listed in the AGREEMENT.
Appendix 'A' Summary of Fees
Task Order No. MJ-N-21

Nantucket Memorial Airport
Nantucket, MA
Engineering Services For
Tank Compliance - Continuing Support

February 6, 2020

<table>
<thead>
<tr>
<th>TASK</th>
<th>DESCRIPTION</th>
<th>MJ HOURS</th>
<th>TOTAL FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Project Administration</td>
<td>11</td>
<td>$2,285.00</td>
</tr>
<tr>
<td>2.0</td>
<td>Tank Compliance - Continuing Support</td>
<td>0</td>
<td>$19,915.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>11</strong></td>
<td><strong>$22,200.00</strong></td>
</tr>
</tbody>
</table>

MJ Labor Fee $2,245.00
MJ Expenses $40.00
VHB Fee $19,915.00
### Consultant's Fee Proposal

**Project Sr. Project Sr. Proj. Project Asst. Jr. Sr. Admin.**

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Project Principal</th>
<th>Sr. Project Manager</th>
<th>Jr. Engineer</th>
<th>Asst. Engineer</th>
<th>Sr. Technician</th>
<th>Admin. Professional</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Prepare Scope and Fee</td>
<td>2</td>
<td>8</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.2</td>
<td>General Project Coordination</td>
<td>2</td>
<td>8</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>8</td>
</tr>
<tr>
<td>1.3</td>
<td>Prepare Closeout Documentation</td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
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#### Labor, Overhead and Profit

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>2019 Hourly Billing Rate</th>
<th>Direct Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Prepare Scope and Fee</td>
<td>$230.00</td>
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<td>General Project Coordination</td>
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<td>$384.00</td>
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<tr>
<td>1.3</td>
<td>Prepare Closeout Documentation</td>
<td></td>
<td>$152.00</td>
<td>$294.00</td>
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</tbody>
</table>

#### Subconsultants

- None

#### MJ Expenses

- Travel/Mileage/Rental Car/Gasoline: $40.00
- Hotel/Per diem: $40.00
- Printing/Postage/Miscellaneous: $40.00

**TOTAL**

- TOTAL LABOR, OVERHEAD AND PROFIT: $2,245.00
- SUBCONSULTANTS: $0.00
- MJ EXPENSES: $120.00

**TOTAL**

- $2,285.00
### Task 2.0 Tank Compliance - Continuing Support

<table>
<thead>
<tr>
<th>Sub Task</th>
<th>Description</th>
<th>Project Principal</th>
<th>Sr. Project Manager</th>
<th>Sr. Proj. Engineer</th>
<th>Project Engineer</th>
<th>Asst. Engineer</th>
<th>Jr. Engineer</th>
<th>Sr. Technician</th>
<th>Admin. Profess.</th>
<th>Subtotals</th>
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<tbody>
<tr>
<td>2.0</td>
<td>No work by MJ</td>
<td></td>
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<td>Total Hours</td>
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<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2.0</td>
<td>2019 Hourly Billing Rate</td>
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<td>$218.00</td>
<td>$166.00</td>
<td>$152.00</td>
<td>$111.00</td>
<td>$94.00</td>
<td>$104.00</td>
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<td></td>
<td>Direct Cost</td>
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<td>$ -</td>
<td>$ -</td>
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<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

| VHB      | $19,915.00 |
|          | $ -        |
| TOTAL SUBCONSULTANTS | $19,915.00 |

**TOTAL LABOR, OVERHEAD AND PROFIT** $-

**SUBCONSULTANTS** $19,915.00

**MJ EXPENSES** $-

**TOTAL EXPENSES** $-

**TOTAL** $19,915.00
Proposal McFarland Johnson/Nantucket Memorial Airport On-Call

VHB Project number 14088.07

On Call TASK #7

Environmental Services for Underground Fuel Storage Tank Code Compliance

Project Description

There are three Avgas USTs, which require monthly inspections directed by a Class A/B UST Operator in accordance with MassDEP UST regulations 310 CMR 80.00. VHB has prepared the follow scope of work to assist the airport in maintaining the USTs at the airport in full compliance with state requirements. This scope assumes VHB will conduct monthly inspections until such time as the airport staff can take over the required inspections.

Scope of Work

TASK-1: VHB will provide Class A/B Operator services from February 2020 through January 2021. VHB will provide a Certified A/B Operator to conduct monthly on site UST inspections for the Facility in accordance with MassDEP regulations 310 CMR 80.00 Underground Storage Tank Systems, Federal Regulations, including 40 CFR 280 - Underground Storage Tank Regulations; Fire Prevention Standards, NFPA 30 – Flammable and Combustible Liquids Code; and State and Local environmental regulations. VHB will provide the Client with monthly inspection reports and recommendations for repairs or replacements (if indicated based on inspection observations) in a standard format. This scope assumes each inspection and report will require one day of labor (8 hours for travel, inspection and reporting) and will not require overnight stays on Nantucket. VHB is providing this service to meet MassDEP regulatory requirements. Once the Airport has their own Certified Class A & B operators on staff it is anticipated they will take over Class A/B Operator services from VHB.

Project Assumptions and Work Not Included

This amendment is to be billed at Time and Materials basis. Once the Airport has notified VHB that they will be conducting the monthly inspections VHB will stop all work on this task and close out this project. If non-compliance issues are detected additional scope will be required to provide services to correct the non-compliance issues or decommission the fuel storage system.

All work to be conducted in accordance with the approved Terms and Conditions dated: 1/18/2017

Total labor: $17,940

Direct costs; $1,975

Total fee $19,915
attachment a4 - vhb fee

fee summary

vhb, inc.
task order no. mj-n-21
nantucket airport
project: tank compliance - continuing support

february 6, 2020

<table>
<thead>
<tr>
<th>task and description</th>
<th>hours</th>
<th>fee</th>
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</thead>
<tbody>
<tr>
<td>task 2 - tank compliance</td>
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<td>$19,915.00</td>
</tr>
<tr>
<td>totals</td>
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</table>

subconsultants $ -
expenses $ 1,975.00
vhb $ 17,940.00
**Task 2 - Tank Compliance Amendment**

<table>
<thead>
<tr>
<th>Project Role:</th>
<th>QA/QC</th>
<th>Client Manager</th>
<th>Project Manager</th>
<th>Project Planner</th>
<th>Environmental Scientist</th>
<th>Project Engineer</th>
<th>CADD Technician</th>
<th>CADD Technician</th>
<th>Administrative Support</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor Category:</td>
<td>Senior Manager</td>
<td>Sr. Project Manager</td>
<td>Sr. Project Manager</td>
<td>Sr. Project Manager</td>
<td>Jr. Scientist</td>
<td>Jr. Engineer II</td>
<td>Sr. Technician IV</td>
<td>Technician III</td>
<td>Technician III</td>
<td></td>
</tr>
<tr>
<td>Staff Member:</td>
<td>Peter Grivers, LSP</td>
<td>Meredith Avery</td>
<td>Bill Taber</td>
<td>Peter Brennan</td>
<td>Jon Hart</td>
<td></td>
<td></td>
<td></td>
<td>Admin</td>
<td></td>
</tr>
<tr>
<td>Hourly Direct Rate:</td>
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<td>$175.00</td>
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<td>$110.00</td>
<td></td>
<td>$80.00</td>
<td></td>
<td></td>
<td></td>
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| a. Project Management | 6 | 96 | 0 | 0 | 0 | 0 | 0 | 0 | 6 |
| b. UST Inspections February 2020 to January 2021 | 0 | 6 | 96 | 0 | 0 | 0 | 0 | 0 | 96 |
| TOTAL Hours | 6 | 96 | 0 | 0 | 0 | 0 | 0 | 0 | 102 |

**Expenses**

- Hotel: $ -
- Misc. Printing and Postage: $ 125.00
- 12 Trips to Airport on Nantucket: $ 1,800.00
- Meals @ $ 250.00
- Laboratory & Equipment Expenses: $ -

**Total Expenses**: $ 1,975.00

**Outside Services**

**Total Outside Services**: $ -

**TOTAL HOURS**: 102

**TOTAL LABOR COST**: $ 17,940.00

**OVERHEAD @**: $ -

**TOTAL LABOR COST**: $ 17,940.00

**SUBTOTAL**: $ 17,940.00

**TOTAL EXPENSES**: $ 1,975.00

**TOTAL OUTSIDE SERVICES**: $ 0

**TOTAL TASK USE**: $ 19,915.00
**MASSDOT STANDARD CONTRACT FORM**

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

<table>
<thead>
<tr>
<th>CONTROLLER LEGAL NAME:</th>
<th>Town of Nantucket (and dba):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Address:</td>
<td>W-9, W-4,T&amp;C: 18 Broad St. Nantucket, MA 02554</td>
</tr>
<tr>
<td>Contract Manager:</td>
<td>Thomas Rafter</td>
</tr>
<tr>
<td>E-Mail:</td>
<td>трaффер@nantucketairport.com</td>
</tr>
<tr>
<td>Phone:</td>
<td>508-325-3360</td>
</tr>
<tr>
<td>Fax:</td>
<td>508-325-3306</td>
</tr>
<tr>
<td>Contractor Vendor Code:</td>
<td>VC-001191899</td>
</tr>
<tr>
<td>Vendor Code Address ID (e.g. &quot;AD001&quot;):</td>
<td>AD001</td>
</tr>
<tr>
<td>(Note: The Address id Must be set up for EFT payments.)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEPARTMENT NAME:</th>
<th>Massachusetts Department of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>MMARS Code Department:</td>
<td>DOT</td>
</tr>
<tr>
<td>Business Mailing Address:</td>
<td>1 Harborside Drive, Ste.205N, East Boston, MA 02128</td>
</tr>
<tr>
<td>Billing Address (if different):</td>
<td></td>
</tr>
<tr>
<td>Contract Manager:</td>
<td>Nathan Rawling</td>
</tr>
<tr>
<td>E-Mail:</td>
<td><a href="mailto:Nathan.rawling@dot.state.ma.us">Nathan.rawling@dot.state.ma.us</a></td>
</tr>
<tr>
<td>Phone:</td>
<td>617-412-3636</td>
</tr>
<tr>
<td>Fax:</td>
<td>617-412-3679</td>
</tr>
<tr>
<td>MMARS Doc ID(s):</td>
<td>CT DOT 1300 - ASMP20ACK18ACKFORLDR</td>
</tr>
<tr>
<td>RFR/Procurement or Other ID Number:</td>
<td>20ACKFORLDR</td>
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</table>

<table>
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<tr>
<th>CONTRACT AMENDMENT</th>
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</thead>
<tbody>
<tr>
<td>Enter Current Contract End Date Prior to Amendment:</td>
</tr>
<tr>
<td>Enter Amendment Amount:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AMENDMENT TYPE:</th>
<th>(Check one only only. Attach details of Amendment changes.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment to Scope or Budget (Attach updated scope and budget)</td>
<td></td>
</tr>
<tr>
<td>Interim Contract (Attach justification for Interim Contract and updated scope/budget)</td>
<td></td>
</tr>
<tr>
<td>Contract Employee (Attach any updates to scope or budget)</td>
<td></td>
</tr>
<tr>
<td>Legislative/Legal or Other (Attach authorizing language/justification and updated scope and budget)</td>
<td></td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Rate Contract</th>
<th>(No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Maximum Obligation Contract</td>
</tr>
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</table>

**PROMPT PAYMENT DISCOUNTS (PPD):** Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: I agree to standard 45 day cycle statute/legal or Ready Payments (G.L. c. 29, § 33A): only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT:** (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.). Purchase Loader with Forestry Mulcher. ASMP-ACK-2020-19.

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

| 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. |
| 2. may be incurred as of , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. |
| 3. were incurred as of , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations. |

**CONTRACT END DATE:** Contract performance shall terminate as of 6/6/30/2020 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and conditions, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

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

<table>
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<tr>
<th>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name: Daniel W. Drake</td>
</tr>
<tr>
<td>Print Title: Chairman</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AUTHORIZING SIGNATURE FOR MassDOT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name: Jeffrey DeCaro</td>
</tr>
<tr>
<td>Print Title: Administrator</td>
</tr>
</tbody>
</table>

(Updated 3/21/2014) Page 1 of 5
INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Document. The MassDOT Terms and Conditions includes a “hyperlink” to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND DBA): Enter the Full Legal Name of the Contractor’s business as it appears on the Contractor’s W-9 or W-4 Form (Contract Employees only) and the MassDOT Terms and Conditions, which must match the legal address on the 1099 table in MMARS (or the Legal Address in HR/CMS for Contract Employees).

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor’s W-9 or W-4 Form (Contract Employees only) and the MassDOT Terms and Conditions, which must match the legal address on the 1099 table in MMARS (or the Legal Address in HR/CMS for Contract Employees).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered “Key Personnel” and may not be changed without the prior written approval of the Department. If the Contract is signed on COMMONBUS, the name of the Contract Manager must be included in the Contract on COMMONBUS.

Contractor E-Mail Address: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contractor (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., “ACID01”) The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department’s Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Department’s Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for legal notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/ tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Regulations, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a statewide contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement: Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy. Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor’s selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative “earmarks” exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form):

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract docs, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) See Amendments, Suspensions, and Termination Policy.

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter “no change” for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope/ Budget. Check this option when expanding a Contract or executes any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor’s response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor’s Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an Interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative “earmarks” exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

MASSDOT TERMS AND CONDITIONS

The MassDOT Terms and Conditions has been executed by the Contractor and is
MASSDOT STANDARD CONTRACT FORM

Incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCF). See Vendor File and VQ-9A Policy.

COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and a Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT neglect allocated payments and Payees are NOT entitled to allocated payments unless a prompt payment discount (PPD) is provided to support the Commonwealth’s and MassDOT’s loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle, a statutory/legal exemption such as Ready Payments (G.L. c. 29, S. 23A) or only an accelerated payment for reimbursement purposes under contract. With subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic instalments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal year(s) of performance (e.g., “FY2012” or “FY2012-14”). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter “Multi-Department” Use if other Departments can access procurements. For attachments, identify the purpose and what items are being amended. Merely stating “see attached” or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (e.g., “FY2012” or “FY2012-14”) in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 3 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included in the final settlement. If a Contract and upon payment to the Contractor will release the Commonwealth and MassDOT from further obligations for the identified performance. All settlement payments require justification and must be under some encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c. 4, § 8.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimum close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c. 4, § 8.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under “Anticipated Start Date”. Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name/Title: The Authorized Contractor Signatory’s name and title must appear exactly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Department/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under “Anticipated Start Date”. Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract in the Appropriation Act, or Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name/Title: Enter the Authorized Signatory’s name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the “Effective Date” of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

MassDOT and Contractor Ownership Rights. The Contractor certifies and agrees that MassDOT is entitled to ownership and possession of all “deliverables” purchased or developed with Contract funds. A Department may not relinquish rights to deliverables nor may Contractors sell products developed with MassDOT resources without just compensation. The Contract should detail all MassDOT deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State’s website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 50, M.G.L. c. 38, s. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach of allegiance or commitment of non-cooperation, fraud, or abuse by the Contractor or contractor personnel may be provided electronically and shall be provided at Contractor’s own expense.

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Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the Government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, s. 38R; G.L. c. 149, s. 27G; G.L. c. 149, s. 41C; G.L. c. 149, s. 14ABG and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including the Division of Services); 815 CMR 2.00 (Grants and Subsidies); 908 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XIV if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's record of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth and MassDOT from further claims for those invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 s. 26, 27 and s. 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, s. 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth and MassDOT have no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.010. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws: state tax laws including but not limited to G.L. c. 62C, G.L. c. 120, s. 45B; and compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withheld and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 115A, s. 12; TR 05-11; New Independent Contractor Provisioning and applicable TIRS. Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learn of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any other Department client in accordance with Massachusetts Board of Overseers (BRO) rules. Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth/MassDOT data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disposal of personal data or information under the Commonwealth/MassDOT data protection rules (Chapter 66F, Chapter 66G, and G.L. c. 73, s. 96A). The Contractor is required to comply with G.L. c. 66F for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any contractor having access to credit card or banking information of Commonwealth/MassDOT customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, dissemination, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth/MassDOT and provide access to any information necessary for the Commonwealth/MassDOT to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 28.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any corporate, filing, reporting and service of process requirements of the Secretary of the Commonwealth's Office of the Registrar of Corporations and Secretaries of the Commonwealth or Corporation entity or in its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 149, s. 11 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 149, s. 74 (Workers Compensation for Mass Transit Agency Employees); G.L. c. 149, s. 150A (Labor Relations); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 25 USC c. 8 (Fair Labor Standards Act); 29 USC c. 28, and the Federal and Family Medical Leave Act.

Federal and State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C Sec. 12101, et sec. the Rehabilitation Act; 29 USC c. 16, s. 764; 29 USC c. 16, s. 701; 29 USC c. 14, s. 1211; 42 USC c. 42, (Fair Federal Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 52; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXV and G.L. c. 93, s. 103; 47 USC s. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, arc. G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any discretionary based protection arising from state or federal law or precedent. See also MACD and links Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUY's submission process at www.commbuy.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandator Speculations and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, Incorrodination of the MassDOT Technology and Contracts the term “other damages” shall include, but shall not be limited to, the reasonable costs the Commonwealth/MassDOT incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the Commonwealth/MassDOT as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth’s or MassDOT’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth’s or MassDOT’s ability to join the contractor as a third party defendant. Further, the term “other damages” shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth’s or MassDOT’s use of contractor provided products or services, loss of Commonwealth or MassDOT’s records, or data (or data elsewhere properly), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth or MassDOT. The Commonwealth or MassDOT shall “other damages” exceed the greater of $100,000, or two times the value of the product (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor’s entire liability under a Contract. Nothing in this section shall limit the Commonwealth’s or MassDOT’s ability to negotiate higher limitations of liability in a

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MASSDOT STANDARD CONTRACT FORM

particular Contract, provided that any such limitation must specifically reference Section 11 of the MassDOT’s Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7, s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the MassDOT/Tow if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contractors “HH” and “NN” and “UOS” object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing MassDOT may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 478. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 655(b)(1)(A)), and IRS Audits Guidelines (Boycotts) or engage in conduct declared to be unlawful by IRC § 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, MassDOT and the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which wholly own at least 51% of the ownership interests of the Contractor, or which directly or indirectly own at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 28A specifically s. 5 (f) and this order, and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth/MassDOT. A privatization contract shall be deemed to include specific prohibitions against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under this Contract are subject to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 564. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor’s access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively “personal information”), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division’s Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor’s performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall (1) obtain a copy, review, and comply with the contracting agency’s Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division’s (“Security Policies”) (3) communicate and enforce the contracting agency’s ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the “unauthorized use”); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; and (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth and MassDOT may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of MassDOT’s Terms and Conditions, withholding of payments, Contract suspension or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under Mass.G.L. c. 93A.

Executive Orders 523, 524 and 526. Executive Order 526 (Ordering Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the Contractor to appropriate sanctions.
GRANT ASSURANCES
Nantucket Memorial Airport
Purchase Loader with Forestry Mulcher
ASMP Project No. # 2020-ACK-19
State Grant No. ASMP20ACK19ACKFORLDR

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 2/24/2020 as amended by these Grant Assurances by and between the Aeronautics Division, the Airport Commission and the Town of Nantucket.

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

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

9. "Project" shall mean Purchase Loader with Forestry Mulcher 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 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 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 Aeronautics Division grant, located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld; and

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

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

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

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

   a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of 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 in the award of this funding grant; 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.

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 Owner 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, based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-Era Veterans), be excluded from participating in any activity conducted with or benefiting from funds received from this Grant.

P. Disposal of Land and Airport Facilities.

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

Q. Foreign Market Restrictions.

1. The Airport Commission and Board of Selectmen shall not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
R. Future Grants.

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

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

S. Successors.

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

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

<table>
<thead>
<tr>
<th>Nantucket Airport Commission</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: ________________________</td>
<td>Reporting Secretary</td>
</tr>
<tr>
<td>Title: Chairman</td>
<td></td>
</tr>
<tr>
<td>Date: _____________________</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chairman of the Board of Selectmen, Town of Nantucket</th>
<th>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 ___.</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: ________________________</td>
<td>Town Clerk, Town of Nantucket</td>
</tr>
<tr>
<td>Date: _____________________</td>
<td></td>
</tr>
</tbody>
</table>
ARTICLE 17
(Enterprise Funds: Fiscal Year 2020 Budget Transfers)

To see what sums the Town will vote to transfer into various line items of Fiscal Year 2020 Enterprise Fund operating budgets from other line items of said budgets and/or from Enterprise Surplus Reserve Funds; or to take any other action related thereto.

(Select Board)
FINANCE COMMITTEE MOTION: Moved that the amounts listed below be transferred from the various accounts listed to the various enterprise fund accounts listed for Fiscal Year 2020 as follows:

<table>
<thead>
<tr>
<th>FROM</th>
<th>TO</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>Airport Retained Earnings</td>
<td>Airport Enterprise Fund, Operating Budget</td>
<td>$ 400,000.00</td>
</tr>
<tr>
<td>Airport Retained Earnings</td>
<td>Airport Enterprise Fund, Salaries and Wages Budget</td>
<td>$ 50,000.00</td>
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<td>Airport Retained Earnings</td>
<td>Airport Capital Projects, Article 20 of 2019 Annual Town Meeting (Purchase of Ecological Restoration Equipment)</td>
<td>$ 119,200.00</td>
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<td>Airport Retained Earnings</td>
<td>Airport Capital Projects, Article 20 of 2019 Annual Town Meeting (Replace Maintenance Vehicle Truck)</td>
<td>$ 62,336.70</td>
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<td>Airport Retained Earnings</td>
<td>Airport Capital Projects, Article 20 of 2019 Annual Town Meeting (Repair and Resurfacing of Apron Area 3)</td>
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<td>Airport Capital Projects, Article 12 of 2018 Annual Town Meeting (Replace Airfield Paint/Beads/Rubber Markings)</td>
<td>$ 178,613.71</td>
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<td>Airport Retained Earnings</td>
<td>Airport Capital Projects, Article 12 of 2016 Annual Town Meeting (Employee Housing Review)</td>
<td>$ 300,000.00</td>
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<tr>
<td>Airport Retained Earnings</td>
<td>Airport Capital Projects, Article 20 of 2019 Annual Town Meeting (Security System Upgrades)</td>
<td>$ 300,000.00</td>
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</table>
Legislation targets ride-sharing companies at local airports

By Ethan Genter

BOSTON — An amendment to the House’s transportation bill passed Wednesday would allow Cape and Islands airports to assess a fee on pickups by ride-sharing companies such as Uber and Lyft.

The change would bring the region’s airports in line with the state’s other major airports, which were given the authority to charge ride-sharing companies in 2016, said the local legislator that fought for the amendment.

“This legislation is about making sure the Cape and Islands are treated equally when it comes to state policy,” said state Rep. Dylan Fernandes, D-Woods Hole.

Currently, only Massachusetts Port Authority airports — Logan, Worcester Regional and Hanscom Field — have the ability to charge ride-sharing companies fees for giving rides at the airports.

But the four main airports in the region, Barnstable, Nantucket, Martha’s Vineyard, and Provincetown, are not run by Massport and were not included in the 2016 transportation network company regulations.

This was a loophole that excluded the Cape and Islands airports even when they can be busier than their mainland counterparts, Fernandes said.

“After Boston Logan, Nantucket airport is the busiest airport in Massachusetts and the Vineyard and Cape airports are not far behind,” he said. “Airports in our region deserve to be empowered by the state with the same rights as Massport airports.”
In 2017, Nantucket Memorial Airport had about 127,000 passengers, more than Worcester and Hanscom combined, said Noah Karberg, assistant manager of the Nantucket Memorial Airport. Should the amendment pass, the airport could net as much as $80,000 annually, he said.

“Rep. Fernandes came to bat today for Cape and Islands airports,” Karberg said. “This amendment is a win-win-win. Airport sponsors, airport businesses, and airport passengers can all now work together to enable customer choice in a safe and fair environment for all involved.”

Nantucket has strict taxi rules and drivers pay $200 to $300 per year to pick up passengers in the area immediately in front of the airport. Uber and Lyft drivers have to pick up passengers in the parking lot and, with the amendment, would be assessed about $3.25 per pickup, Karberg said.

“We want them all on a level playing field,” he said.

The issue seems to have been an oversight, as the previous transportation network legislation didn’t contemplate the need to regulate ride-sharing companies at municipal and county airports, said state Sen. Julian Cyr, D-Truro, who supports the change.

“I’ll be working to have this language adopted when the Senate takes up transportation reform in the coming weeks,” he said.

*Follow Ethan Genter on Twitter: @EthanGenterCCT.*
Monthly Statistical Report

(January 2020)
# Nantucket Memorial Airport

## Operations FY2019 - FY2020

<table>
<thead>
<tr>
<th>CY 2019</th>
<th>CY 2020</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
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<td>AUG</td>
<td>SEP</td>
</tr>
<tr>
<td>Air Carrier</td>
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<tr>
<td>Air Taxi</td>
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<tr>
<td>Operations</td>
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<td>14,367</td>
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## January 2019 – January 2020 UP 14.59%

YTD Up 19.14%

<table>
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<th>SEP</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>JAN</th>
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<td>7,748</td>
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<td>6,324</td>
<td>3,933</td>
<td>62,567</td>
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## Nantucket Memorial Airport

### Operations FY 2015-2018

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<th>SEP</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
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<th>FEB</th>
<th>MAR</th>
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<td>6,465</td>
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<td>14,843</td>
<td>8,418</td>
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<td>6,324</td>
<td>3,933</td>
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<tr>
<td>FY2020</td>
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<td>AUG</td>
<td>SEP</td>
<td>OCT</td>
<td>NOV</td>
<td>DEC</td>
<td>JAN</td>
<td>FEB</td>
<td>MAR</td>
<td>APR</td>
<td>MAY</td>
<td>JUN</td>
</tr>
<tr>
<td>----------------</td>
<td>------</td>
<td>------</td>
<td>------</td>
<td>------</td>
<td>------</td>
<td>------</td>
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<td>------</td>
<td>------</td>
<td>------</td>
<td>------</td>
<td>------</td>
</tr>
<tr>
<td>Operations FY2014</td>
<td>4,710</td>
<td>4,974</td>
<td>2,518</td>
<td>1,082</td>
<td>544</td>
<td>678</td>
<td>212</td>
<td>218</td>
<td>310</td>
<td>726</td>
<td>1,598</td>
<td>3,090</td>
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<tr>
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<td>5,112</td>
<td>5,120</td>
<td>2,556</td>
<td>1,356</td>
<td>606</td>
<td>654</td>
<td>173</td>
<td>146</td>
<td>242</td>
<td>866</td>
<td>2,004</td>
<td>3,070</td>
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<td>Operations FY2016</td>
<td>5,988</td>
<td>5,680</td>
<td>3,344</td>
<td>1,414</td>
<td>800</td>
<td>868</td>
<td>312</td>
<td>344</td>
<td>452</td>
<td>794</td>
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<td>3,536</td>
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<td>6,334</td>
<td>6,026</td>
<td>3,570</td>
<td>1,858</td>
<td>1,180</td>
<td>1,214</td>
<td>430</td>
<td>410</td>
<td>362</td>
<td>916</td>
<td>2,064</td>
<td>3,000</td>
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<tr>
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<td>6,096</td>
<td>6,262</td>
<td>3,146</td>
<td>1,834</td>
<td>1,208</td>
<td>1,082</td>
<td>335</td>
<td>418</td>
<td>468</td>
<td>940</td>
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<td>3,702</td>
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<td>6,500</td>
<td>3,370</td>
<td>1,064</td>
<td>1,116</td>
<td>824</td>
<td>452</td>
<td>342</td>
<td>420</td>
<td>832</td>
<td>2,038</td>
<td>3,452</td>
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<tr>
<td>Operations FY2020</td>
<td>5,884</td>
<td>6,222</td>
<td>3,398</td>
<td>1,314</td>
<td>808</td>
<td>980</td>
<td>320</td>
<td></td>
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</tbody>
</table>

Jan 2020 vs. Jan 2019 Down 30%

Southwest Ramp General Aviation Operations FY2014-2020

![Graph showing operations from FY2014 to FY2020](image)
## Nantucket Memorial Airport

### Passenger Enplanements FY2019 - FY2020

<table>
<thead>
<tr>
<th>AIRLINE</th>
<th>CY 2019</th>
<th>CY 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>JUL</td>
<td>AUG</td>
</tr>
<tr>
<td>FY2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cape Air (KAP)</td>
<td>4,761</td>
<td>4,420</td>
</tr>
<tr>
<td>United Airlines</td>
<td>3,363</td>
<td>3,792</td>
</tr>
<tr>
<td>Delta Airlines</td>
<td>887</td>
<td>897</td>
</tr>
<tr>
<td>JetBlue Airways</td>
<td>15,233</td>
<td>17,295</td>
</tr>
<tr>
<td>Nantucket Air (ACK)</td>
<td>985</td>
<td>998</td>
</tr>
<tr>
<td>Tradewind Aviation</td>
<td>1,592</td>
<td>1,492</td>
</tr>
<tr>
<td>AMERICAN</td>
<td>5,129</td>
<td>5,886</td>
</tr>
<tr>
<td>Southern Airways</td>
<td>113</td>
<td>261</td>
</tr>
<tr>
<td>Rectrix Aviation</td>
<td>949</td>
<td>1,033</td>
</tr>
<tr>
<td>Monthly Total</td>
<td>33,012</td>
<td>36,074</td>
</tr>
<tr>
<td>% Change Prior Year</td>
<td>8.09%</td>
<td>12.34%</td>
</tr>
</tbody>
</table>

January 2019 – January 2020 Down -23.50%  
YTD Up 5.95%

<table>
<thead>
<tr>
<th>Enplanements FY 2016</th>
<th>JUL</th>
<th>AUG</th>
<th>SEP</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>JAN</th>
<th>TOTAL</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enplanements FY 2017</td>
<td>31,250</td>
<td>33,252</td>
<td>18,822</td>
<td>11,246</td>
<td>6,007</td>
<td>2,752</td>
<td>2,766</td>
<td>106,095</td>
<td>-11.52%</td>
</tr>
<tr>
<td>Enplanements FY 2018</td>
<td>29,787</td>
<td>30,830</td>
<td>16,542</td>
<td>7,899</td>
<td>3,358</td>
<td>2,959</td>
<td>2,501</td>
<td>93,876</td>
<td>-2.86%</td>
</tr>
<tr>
<td>Enplanements FY 2019</td>
<td>28,582</td>
<td>29,375</td>
<td>14,856</td>
<td>7,902</td>
<td>3,764</td>
<td>3,512</td>
<td>3,202</td>
<td>91,193</td>
<td>4.96%</td>
</tr>
<tr>
<td>Enplanements FY 2020</td>
<td>30,511</td>
<td>32,112</td>
<td>17,291</td>
<td>7,248</td>
<td>3,188</td>
<td>2,944</td>
<td>2,421</td>
<td>95,715</td>
<td>5.95%</td>
</tr>
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</table>

Enplanements FY 2020
Nantucket Memorial Airport

Passenger Enplanements

<table>
<thead>
<tr>
<th></th>
<th>JUL</th>
<th>AUG</th>
<th>SEP</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2016</td>
<td>31,250</td>
<td>33,252</td>
<td>18,822</td>
<td>11,246</td>
<td>6,007</td>
<td>2,752</td>
<td>2,766</td>
<td>2,287</td>
<td>2,879</td>
<td>3,022</td>
<td>8,432</td>
<td>16,037</td>
</tr>
<tr>
<td>FY 2017</td>
<td>29,787</td>
<td>30,830</td>
<td>16,542</td>
<td>7,899</td>
<td>3,358</td>
<td>2,959</td>
<td>2,501</td>
<td>2,480</td>
<td>3,260</td>
<td>3,196</td>
<td>6,785</td>
<td>14,724</td>
</tr>
<tr>
<td>FY 2018</td>
<td>28,582</td>
<td>29,375</td>
<td>14,856</td>
<td>7,902</td>
<td>3,764</td>
<td>3,512</td>
<td>3,202</td>
<td>2,353</td>
<td>2,646</td>
<td>3,526</td>
<td>7,329</td>
<td>16,792</td>
</tr>
<tr>
<td>FY 2019</td>
<td>30,511</td>
<td>32,112</td>
<td>17,291</td>
<td>7,248</td>
<td>3,188</td>
<td>2,944</td>
<td>2,421</td>
<td>2,006</td>
<td>2,474</td>
<td>2,871</td>
<td>7,138</td>
<td>17,529</td>
</tr>
<tr>
<td>FY 2020</td>
<td>33,012</td>
<td>36,074</td>
<td>18,029</td>
<td>6,663</td>
<td>2,805</td>
<td>2,972</td>
<td>1,852</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</table>
## Operations /Enplanements

<table>
<thead>
<tr>
<th>AIRLINE</th>
<th>OPERATIONS FY19 JAN</th>
<th>OPERATIONS FY20 JAN</th>
<th>% Diff.</th>
<th>ENPLANEMENTS FY19 JAN</th>
<th>ENPLANEMENTS FY20 JAN</th>
<th>% Diff.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cape Air (KAP)</td>
<td>286</td>
<td>295</td>
<td>3%</td>
<td>1,202</td>
<td>1,063</td>
<td>-12%</td>
</tr>
<tr>
<td>United Airlines</td>
<td>CLOSED</td>
<td>CLOSED</td>
<td>CLOSED</td>
<td>CLOSED</td>
<td>CLOSED</td>
<td>CLOSED</td>
</tr>
<tr>
<td>Delta Airlines</td>
<td>CLOSED</td>
<td>CLOSED</td>
<td>CLOSED</td>
<td>CLOSED</td>
<td>CLOSED</td>
<td>CLOSED</td>
</tr>
<tr>
<td>JetBlue Airways</td>
<td>CLOSED</td>
<td>CLOSED</td>
<td>CLOSED</td>
<td>CLOSED</td>
<td>CLOSED</td>
<td>CLOSED</td>
</tr>
<tr>
<td>Nantucket Air (ACK)</td>
<td>110</td>
<td>165</td>
<td>50%</td>
<td>470</td>
<td>775</td>
<td>65%</td>
</tr>
<tr>
<td>Tradewind Aviation</td>
<td>9</td>
<td>6</td>
<td>-33%</td>
<td>9</td>
<td>14</td>
<td>56%</td>
</tr>
<tr>
<td>Rectrix Airlines</td>
<td>179</td>
<td>CLOSED</td>
<td>CLOSED</td>
<td>740</td>
<td>CLOSED</td>
<td>CLOSED</td>
</tr>
<tr>
<td>USAirways (AMERICAN)</td>
<td>CLOSED</td>
<td>CLOSED</td>
<td>CLOSED</td>
<td>CLOSED</td>
<td>CLOSED</td>
<td>CLOSED</td>
</tr>
<tr>
<td>Southern Airways</td>
<td>CLOSED</td>
<td>CLOSED</td>
<td>CLOSED</td>
<td>CLOSED</td>
<td>CLOSED</td>
<td>CLOSED</td>
</tr>
<tr>
<td>Monthly Total</td>
<td>584</td>
<td>466</td>
<td>-20%</td>
<td>2,421</td>
<td>1,852</td>
<td>-24%</td>
</tr>
</tbody>
</table>
### Nantucket Memorial Airport Total Passenger Enplanements

**CAPE AIR**  
9 Seats (BOSTON)

<table>
<thead>
<tr>
<th></th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Enplanements</td>
<td># of flights</td>
</tr>
<tr>
<td>January</td>
<td>833</td>
<td>224</td>
</tr>
</tbody>
</table>
### Nantucket Memorial Airport

**Total Passenger Enplanements**

**CAPE AIR** 9 Seats (EWB)

<table>
<thead>
<tr>
<th></th>
<th>2020</th>
<th></th>
<th></th>
<th></th>
<th>2019</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Enplanements</td>
<td># of flights</td>
<td>Average # of Pax per flight</td>
<td>Capacity</td>
<td>Average Load Factor %</td>
<td>Enplanement Change %</td>
</tr>
<tr>
<td>January</td>
<td>108</td>
<td>28</td>
<td>3.86</td>
<td>9</td>
<td>43%</td>
<td>-54%</td>
</tr>
</tbody>
</table>
### Nantucket Memorial Airport Total Passenger Enplanements

#### CAPE AIR 9 Seats (HYA)

<table>
<thead>
<tr>
<th></th>
<th>2020</th>
<th></th>
<th>2019</th>
<th>Enplaned</th>
<th>Deplaned</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>2</td>
<td>9</td>
<td>0.22</td>
<td>9</td>
<td>2%</td>
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</table>

#### ACK AIR 9 Seats (HYA)

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th>2019</th>
<th>Enplaned</th>
<th>Deplaned</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>775</td>
<td>165</td>
<td>4.70</td>
<td>9</td>
<td>52%</td>
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# HYA Market

<table>
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<tr>
<th>HYA</th>
<th>January 2019</th>
<th>January 2020</th>
<th>Change</th>
<th>% Change</th>
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<tbody>
<tr>
<td>Cape</td>
<td>38</td>
<td>2</td>
<td>-36</td>
<td>-95%</td>
</tr>
<tr>
<td>ACK</td>
<td>470</td>
<td>775</td>
<td>305</td>
<td>65%</td>
</tr>
<tr>
<td>Rectrix</td>
<td>740</td>
<td>0</td>
<td>-740</td>
<td>-100%</td>
</tr>
<tr>
<td></td>
<td>1248</td>
<td>777</td>
<td>-471</td>
<td>-38%</td>
</tr>
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</table>
## Nantucket Memorial Airport Total Passenger Enplanements

**CAPE AIR** 9 Seats (JFK)

<table>
<thead>
<tr>
<th>Month</th>
<th>Enplanements</th>
<th># of flights</th>
<th>Average # of Pax per flight</th>
<th>Capacity</th>
<th>Average Load Factor %</th>
<th>Enplanement Change %</th>
<th>Enplaned</th>
<th>Deplaned</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>18</td>
<td>4</td>
<td>4.50</td>
<td>9</td>
<td>50%</td>
<td>-80%</td>
<td>92</td>
<td>92</td>
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</table>
## Nantucket Memorial Airport Total Passenger Enplanements

**CAPE AIR** 9 Seats (MVY)

<table>
<thead>
<tr>
<th></th>
<th>2020</th>
<th></th>
<th>2019</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th>Enplaned</th>
<th>Deplaned</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Enplanements</td>
<td># of flights</td>
<td>Average # of Pax per flight</td>
<td>Capacity</td>
<td>Average Load Factor %</td>
<td>Enplanement Change %</td>
<td>Enplaned</td>
<td>Deplaned</td>
<td></td>
<td></td>
</tr>
<tr>
<td>January</td>
<td>102</td>
<td>30</td>
<td>3.40</td>
<td>9</td>
<td>38%</td>
<td>264%</td>
<td>28</td>
<td>25</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Nantucket Memorial Airport

### Jet A Gallons sold FY 2016 – FY 2020

<table>
<thead>
<tr>
<th></th>
<th>July</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>June</th>
<th>Total</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY16</td>
<td>390,746.00</td>
<td>338,874.00</td>
<td>148,694.00</td>
<td>50,854.00</td>
<td>17,610.00</td>
<td>23,635.00</td>
<td>6,024.00</td>
<td>9,169.00</td>
<td>8,265.00</td>
<td>14,978.00</td>
<td>77,123.00</td>
<td>191,256.00</td>
<td>1,277,228.00</td>
<td>8.40%</td>
</tr>
<tr>
<td>FY17</td>
<td>402,398.00</td>
<td>341,424.00</td>
<td>145,201.00</td>
<td>52,648.00</td>
<td>19,657.00</td>
<td>25,742.00</td>
<td>3,535.00</td>
<td>7,751.00</td>
<td>6,339.00</td>
<td>25,649.00</td>
<td>80,204.40</td>
<td>199,254.00</td>
<td>1,309,802.40</td>
<td>1.19%</td>
</tr>
<tr>
<td>FY18</td>
<td>384,477.00</td>
<td>359,991.00</td>
<td>156,476.00</td>
<td>68,930.00</td>
<td>37,252.00</td>
<td>28,032.00</td>
<td>5,751.00</td>
<td>9,210.00</td>
<td>8,783.00</td>
<td>32,660.00</td>
<td>72,878.00</td>
<td>197,662.00</td>
<td>1,362,102.00</td>
<td>-0.40%</td>
</tr>
<tr>
<td>FY19</td>
<td>375,956.00</td>
<td>430,235.00</td>
<td>201,124.00</td>
<td>66,758.00</td>
<td>43,835.00</td>
<td>23,406.00</td>
<td>7,878.00</td>
<td>12,091.00</td>
<td>7,721.00</td>
<td>27,197.00</td>
<td>68,438.00</td>
<td>219,951.00</td>
<td>1,484,590.00</td>
<td>12.48%</td>
</tr>
<tr>
<td>FY20</td>
<td>407,550.00</td>
<td>435,334.00</td>
<td>200,320.00</td>
<td>75,088.00</td>
<td>27,165.00</td>
<td>23,409.00</td>
<td>8,916.00</td>
<td>12,091.00</td>
<td>7,721.00</td>
<td>27,197.00</td>
<td>68,438.00</td>
<td>219,951.00</td>
<td>1,484,590.00</td>
<td>-38.03%</td>
</tr>
</tbody>
</table>

**January 2019 – January 2020 UP 13.18%**

**YTD Up 2.49%**

<table>
<thead>
<tr>
<th></th>
<th>July</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>YTD Total</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>390,746.00</td>
<td>338,874.00</td>
<td>148,694.00</td>
<td>50,854.00</td>
<td>17,610.00</td>
<td>23,635.00</td>
<td>6,024.00</td>
<td>976,437.00</td>
<td>8.40%</td>
</tr>
<tr>
<td>2017</td>
<td>402,398.00</td>
<td>341,424.00</td>
<td>145,201.00</td>
<td>52,648.00</td>
<td>19,657.00</td>
<td>25,742.00</td>
<td>3,535.00</td>
<td>990,605.00</td>
<td>1.45%</td>
</tr>
<tr>
<td>2018</td>
<td>384,477.00</td>
<td>359,991.00</td>
<td>156,476.00</td>
<td>68,930.00</td>
<td>37,252.00</td>
<td>28,032.00</td>
<td>5,751.00</td>
<td>1,040,909.00</td>
<td>5.08%</td>
</tr>
<tr>
<td>2019</td>
<td>375,956.00</td>
<td>430,235.00</td>
<td>201,124.00</td>
<td>66,758.00</td>
<td>43,835.00</td>
<td>23,406.00</td>
<td>7,878.00</td>
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<td>23,409.00</td>
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<td>2.49%</td>
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</table>
Nantucket Memorial Airport

Monthly Jet A Gallons Sold

Per Fiscal Year

<table>
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<tr>
<th></th>
<th>July</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>June</th>
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<td>338,874.00</td>
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<td>17,610.00</td>
<td>23,635.00</td>
<td>6,024.00</td>
<td>9,169.00</td>
<td>8,265.00</td>
<td>14,978.00</td>
<td>77,123.00</td>
<td>191,256.00</td>
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<tr>
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<td>402,398.00</td>
<td>341,424.00</td>
<td>145,201.00</td>
<td>52,648.00</td>
<td>19,657.00</td>
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<td>25,649.00</td>
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<td>199,254.00</td>
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<tr>
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<td>8,916.00</td>
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</table>
# Nantucket Memorial Airport

## February vs. February Down -43.74%

### Jet A

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<tr>
<th></th>
<th>July</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>June</th>
<th>Total</th>
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<td>50,854.00</td>
<td>17,610.00</td>
<td>23,635.00</td>
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<td>28,032.00</td>
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<td>9,210.00</td>
<td>8,783.00</td>
<td>32,660.00</td>
<td>72,878.00</td>
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<td>27,165.00</td>
<td>23,409.00</td>
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<td>9,210.00</td>
<td>8,783.00</td>
<td>32,660.00</td>
<td>72,878.00</td>
<td>197,662.00</td>
<td>1,362,102.00</td>
</tr>
</tbody>
</table>

- 8.40%  1.19%  -0.40%  12.48%  -38.03%  0.01%  13.18%  -43.74%

---

## Monthly Jet A Gallons Sold

*Per Fiscal Year*
### Nantucket Memorial Airport

**AvGas (100LL) Gallons Sold FY2016 - FY2020**

<table>
<thead>
<tr>
<th></th>
<th>July</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>June</th>
<th>Total</th>
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<tbody>
<tr>
<td>FY 2016</td>
<td>23,067.00</td>
<td>25,091.20</td>
<td>15,027.90</td>
<td>8,579.40</td>
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<td>2,096.30</td>
<td>3,271.40</td>
<td>4,275.60</td>
<td>9,889.40</td>
<td>13,732.30</td>
<td>117,703.90</td>
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<tr>
<td>FY 2017</td>
<td>26,296.70</td>
<td>25,032.40</td>
<td>16,766.80</td>
<td>11,119.60</td>
<td>5,527.00</td>
<td>5,334.00</td>
<td>3,167.00</td>
<td>2,750.00</td>
<td>3,115.00</td>
<td>5,176.00</td>
<td>10,535.50</td>
<td>13,789.40</td>
<td>128,605.90</td>
</tr>
<tr>
<td>FY 2018</td>
<td>19,705.40</td>
<td>21,362.20</td>
<td>13,381.80</td>
<td>9,774.90</td>
<td>5,313.50</td>
<td>4,070.00</td>
<td>2,982.80</td>
<td>2,939.10</td>
<td>3,998.10</td>
<td>6,661.60</td>
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<td>7,483.10</td>
<td>6,141.30</td>
<td>4,988.90</td>
<td>3,441.80</td>
<td>5,691.20</td>
<td>6,532.10</td>
<td>11,433.00</td>
<td>15,636.70</td>
<td>131,797.90</td>
</tr>
<tr>
<td>FY 2020</td>
<td>21,303.10</td>
<td>21,364.00</td>
<td>15,548.00</td>
<td>8,914.00</td>
<td>8,057.00</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>87,399.10</td>
</tr>
</tbody>
</table>

- FY 2016: -1.42%  
- FY 2017: -11.20%  
- FY 2018: 6.41%  
- FY 2019: 12.35%  
- FY 2020: 7.67%  
- FY 2021: 22.25%  
- YTD Totals: 5.69%  

**January 2019 – January 2020 Down -5.69%**  
**YTD Down – 1.87%**

### Additional Tables

<table>
<thead>
<tr>
<th></th>
<th>July</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>YTD TOTAL</th>
<th>% Change</th>
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<td>2,714.00</td>
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<tr>
<td>2017 AvGas</td>
<td>26,296.70</td>
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<td>8,057.00</td>
<td>7,508.00</td>
<td>4,705.00</td>
<td>87,399.10</td>
<td>-1.87%</td>
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Nantucket Memorial Airport

Monthly 100LL Gallons Sold

Per Fiscal Year

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<tr>
<th>Month</th>
<th>July</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>June</th>
</tr>
</thead>
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<td>23,067.00</td>
<td>25,091.20</td>
<td>15,027.90</td>
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<td>3,271.40</td>
<td>4,275.60</td>
<td>9,889.40</td>
<td>13,732.30</td>
</tr>
<tr>
<td>FY 2017</td>
<td>26,296.70</td>
<td>25,032.40</td>
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<td>11,119.60</td>
<td>5,527.00</td>
<td>5,334.00</td>
<td>3,167.00</td>
<td>2,750.00</td>
<td>3,111.50</td>
<td>5,176.00</td>
<td>10,535.50</td>
<td>13,789.40</td>
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<tr>
<td>FY 2018</td>
<td>19,705.40</td>
<td>21,362.20</td>
<td>13,381.80</td>
<td>9,774.90</td>
<td>5,313.50</td>
<td>4,070.00</td>
<td>2,982.80</td>
<td>2,939.10</td>
<td>3,998.10</td>
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<td>11,402.30</td>
<td>15,457.70</td>
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<td>8,057.00</td>
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<td>4,705.00</td>
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Gallons

- 5,000.00
- 10,000.00
- 15,000.00
- 20,000.00
- 25,000.00
- 30,000.00
Nantucket Memorial Airport

February vs. February UP 45.21%

AVGAS 100LL

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<th>FY 2017</th>
<th>FY 2018</th>
<th>FY 2019</th>
<th>FY 2020</th>
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<td>July</td>
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<td>26,296.70</td>
<td>19,705.40</td>
<td>21,609.20</td>
<td>21,303.10</td>
</tr>
<tr>
<td>Aug</td>
<td>25,091.20</td>
<td>25,032.40</td>
<td>21,362.20</td>
<td>24,059.70</td>
<td>21,364.00</td>
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<td>13,381.80</td>
<td>14,611.30</td>
<td>15,548.00</td>
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<tr>
<td>Oct</td>
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<td>9,774.90</td>
<td>10,169.60</td>
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<td>8,057.00</td>
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<td>7,508.00</td>
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<tr>
<td>Jan</td>
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<td>4,988.90</td>
<td>4,705.00</td>
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<tr>
<td>Feb</td>
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<td>Total</td>
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<td>128,605.90</td>
<td>117,049.40</td>
<td>131,797.90</td>
<td>92,397.10</td>
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-1.42% -11.20% 6.41% -12.35% 7.67% 22.25% -5.69% 45.21%

Monthly 100LL Gallons Sold

Per Fiscal Year

<table>
<thead>
<tr>
<th>Gallons</th>
<th>July</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
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<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>June</th>
</tr>
</thead>
<tbody>
<tr>
<td>8,914.00</td>
<td>23,067.00</td>
<td>25,091.20</td>
<td>15,027.90</td>
<td>8,579.40</td>
<td>5,301.30</td>
<td>4,658.10</td>
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<td>9,889.40</td>
<td>13,732.30</td>
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<tr>
<td>8,057.00</td>
<td>25,091.20</td>
<td>15,027.90</td>
<td>8,579.40</td>
<td>5,301.30</td>
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<td>9,889.40</td>
<td>13,732.30</td>
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<tr>
<td>7,508.00</td>
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<td>8,579.40</td>
<td>5,301.30</td>
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<td>131,797.90</td>
<td>15,636.70</td>
<td>15,636.70</td>
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FY 2016
FY 2017
FY 2018
FY 2019
FY 2020
## Nantucket Memorial Airport

### - FY 2020 monthly freight -

**December 2019 – December 2020 Down -4.37%**

YTD Down – 0.65%

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<th>JUL</th>
<th>AUG</th>
<th>SEP</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
<th>TOTAL</th>
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<tbody>
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<td>22,895</td>
</tr>
<tr>
<td>Wiggins-UPS</td>
<td>9,008</td>
<td></td>
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<td></td>
<td></td>
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<td></td>
<td>9,008</td>
</tr>
<tr>
<td>Allies Air Freight</td>
<td>6,533</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6,533</td>
</tr>
<tr>
<td>Monthly Total</td>
<td>78,978</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>78,978</td>
</tr>
<tr>
<td>% Change Prior Year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>-4.37%</td>
</tr>
</tbody>
</table>

**December 2019 – December 2020 Down -4.37%**

YTD Down – 0.65%

<table>
<thead>
<tr>
<th>Freight</th>
<th>July</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Total</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2016</td>
<td>336,625.00</td>
<td>278,904.00</td>
<td>201,486.00</td>
<td>157,429.00</td>
<td>115,875.00</td>
<td>92,853.00</td>
<td>69,527.00</td>
<td>1,252,699.00</td>
<td>-30.17%</td>
</tr>
<tr>
<td>FY 2017</td>
<td>200,823.00</td>
<td>190,768.00</td>
<td>131,947.00</td>
<td>96,783.00</td>
<td>70,228.00</td>
<td>106,220.00</td>
<td>77,970.00</td>
<td>874,739.00</td>
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</tr>
<tr>
<td>FY 2018</td>
<td>204,698.00</td>
<td>197,802.00</td>
<td>124,036.00</td>
<td>104,165.00</td>
<td>113,084.00</td>
<td>120,250.00</td>
<td>70,690.00</td>
<td>934,725.00</td>
<td></td>
</tr>
<tr>
<td>FY 2019</td>
<td>214,878.00</td>
<td>202,628.00</td>
<td>140,118.00</td>
<td>123,490.00</td>
<td>115,382.00</td>
<td>101,382.00</td>
<td>82,586.00</td>
<td>980,463.00</td>
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</tr>
<tr>
<td>FY 2020</td>
<td>225,081.00</td>
<td>200,652.00</td>
<td>134,935.00</td>
<td>127,453.00</td>
<td>102,056.00</td>
<td>104,898.00</td>
<td>78,978.00</td>
<td>974,053.00</td>
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</tbody>
</table>

% Change
# Monthly Freight

<table>
<thead>
<tr>
<th></th>
<th>Jan-19</th>
<th>Jan-20</th>
<th>Lbs Inc/(Dec) over PY</th>
<th>% Inc/(Dec) over PY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cape Air Freight</td>
<td>11</td>
<td>3,411</td>
<td>3,400</td>
<td>30909%</td>
</tr>
<tr>
<td>USPS (Cape Air)</td>
<td>39,111</td>
<td>37,131</td>
<td>(1,980)</td>
<td>-5%</td>
</tr>
<tr>
<td>Fed Ex (Wiggins)</td>
<td>30,607</td>
<td>22,895</td>
<td>(7,712)</td>
<td>-25%</td>
</tr>
<tr>
<td>UPS (Wiggins)</td>
<td>4,789</td>
<td>9,008</td>
<td>4,219</td>
<td>88%</td>
</tr>
<tr>
<td>Allies Air Freight</td>
<td>8,068</td>
<td>6,533</td>
<td>(1,535)</td>
<td>-19%</td>
</tr>
</tbody>
</table>
# January 2020 Noise Complaints

<table>
<thead>
<tr>
<th>Year</th>
<th>July</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>June</th>
<th>Total</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2016 Calls</td>
<td>72</td>
<td>55</td>
<td>14</td>
<td>1</td>
<td>2</td>
<td>11</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>0</td>
<td>10</td>
<td>15</td>
<td>183</td>
<td></td>
</tr>
<tr>
<td>FY 2017 Calls</td>
<td>25</td>
<td>19</td>
<td>14</td>
<td>2</td>
<td>0</td>
<td>4</td>
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<td>0</td>
<td>1</td>
<td>7</td>
<td>18</td>
<td>91</td>
<td>-50.27%</td>
</tr>
<tr>
<td>FY 2018 Calls</td>
<td>25</td>
<td>50</td>
<td>4</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>17</td>
<td>100</td>
<td>9.89%</td>
</tr>
<tr>
<td>FY 2019 Calls</td>
<td>59</td>
<td>21</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>5</td>
<td>9</td>
<td>102</td>
<td>42.00%</td>
</tr>
<tr>
<td>FY 2020 Calls</td>
<td>57</td>
<td>38</td>
<td>7</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>105</td>
<td></td>
</tr>
</tbody>
</table>
Nantucket Memorial Airport