

**BARNSTABLE MUNICIPAL AIRPORT
BOARDMAN-POLANDO FIELD**
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**BARNSTABLE MUNICIPAL AIRPORT (HYA)
JET FUEL DISCOUNT PROGRAM**

Effective Date: February 18, 2020

Effective on the date above, the Barnstable Municipal Airport Commission has revised the jet fuel discount program dated October 1, 2017 as outlined below and shown on the attached pricing schedules.

The regular retail price of jet fuel at Barnstable Municipal Airport (HYA) is based upon the PLATTS New York Harbor Jet Barge Mean Previous Week wholesale price, plus the cost differential and transportation costs billed by our fuel supplier, plus applicable Federal taxes, plus Airport handling costs, to determine HYA's "cost of fuel." HYA then adds a margin per gallon to arrive at our normal retail price, adjusted on a weekly basis.

Discounts will be offered to those under contract to purchase jet fuel from HYA. As shown in the pricing noted below, the retail margin charged by HYA will be reduced for purchasers of jet fuel under contract.

Discounts for those under contract to purchase jet fuel from HYA will be available to purchasers who own or operate an aircraft, or manage aircraft (or fleets of aircraft) under FAR Parts 91K, 121, and 135. Supporting documentation will be required.

In order to qualify for the various discount programs, participants must either:

- a) Utilize a 0% transaction charge credit card, such as the Philips card, or other HYA approved credit card; or
- b) Prepay to HYA sufficient funds to cover anticipated fuel purchases; or
- c) Prior agreed upon fuel purchases would be billed under a Net 10 payment plan.

See notes for each program below and Attachment 1 for credit and payment terms.

There are two (2) revised types of discounts now available at HYA:

1. **Single Purchase – Any Aircraft:**

- a. As shown in Schedule A (below), for single purchases by any aircraft of 500 gallons or more using a 0% transaction charge credit card, such as the Philips card, or a HYA approved payment and/or credit terms.

b. Note that any waiver of Ramp Fees is for one day only, and requires a minimum fuel purchase of 250 gallons. There is NO waiver of HYA imposed landing fees.

2. **Multiple Cumulative Purchases – WITH an Annual Fuel Pricing Agreement:**

a. Discounted prices are available from gallon one (1) based upon the amount contracted for on an annual basis. Additional discounts beyond the contracted amount are available upon reaching each successive tier level over the contracted amount – the more fuel purchased, the higher the discount.

Example: For a Fuel Pricing Agreement in the amount of 300,000 gallons, the discounted price from gallon one (1) would be cost plus a margin of \$1.35 – a discount of \$0.75 per gallon. If the fuel purchaser actually purchased over 300,001 gallons, the discounted price would change to cost plus a margin of \$1.20 for all fuel purchased over 300,001 gallons – a discount of \$0.90 per gallon.

b. As shown in Schedule A (below) for multiple cumulative purchases by either based, transient or fleets of aircraft WITH an annual fuel pricing agreement, using the HYA payment and credit terms.

c. Note that any waiver of Ramp Fees is for one day only. There is NO waiver of HYA imposed landing fees.

d. Any aircraft wishing to participate in this program must have a prior written approved pricing agreement from HYA; and for based or fleets of aircraft they must provide a list of eligible aircraft tail numbers in advance of purchases, or provide a specific fuel release for each purchase.

e. If fuel purchaser purchases less than the Fuel Pricing Agreement amount of fuel contracted for during the term of the Agreement, then Fuel Purchaser shall pay HYA, in addition to the previously paid Discount Rate for each gallon of fuel purchased during the term of this Agreement, a lump sum payment at the end of the term of this Agreement (the “Margin Payment”) to account for the shortfall in fuel purchases. Using the example cited above for 300,000 gallons, the Margin Payment would be calculated as follows:

Where:

Gallons Actually Purchased by Fuel Purchaser from Fuel Seller During the term of this Agreement = Y

Margin Payment = \$1.35 x (300,000-Y)

SCHEDULE A

SINGLE OR MULTIPLE CUMULATIVE PURCHASES BY EITHER BASED, TRANSIENT, OR FLEETS OF AIRCRAFT WITH AN ANNUAL FUEL PRICING AGREEMENT.

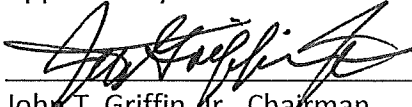
SALES WITH HYA APPROVED CREDIT CARD OR PRE-APPROVED NET 10 CREDIT/PAYMENT PLAN AND TERMS

Gallons Per Uplift	Discounted Price	Discount/Gal	Waive Ramp Fees - One (1) Day Only
100,001 - 200,000	Cost + \$1.50	\$0.60	Yes
200,001 - 300,000	Cost + \$1.35	\$0.75	Yes
300,001 - 400,000	Cost + \$1.20	\$0.90	Yes
400,001 - 500,000	Cost + \$1.00	\$1.10	Yes
500,001 and above	Per Contract	TBD	Yes

There will be NO waiver of HYA imposed landing fees.

Larger annual quantity discounts for purchases exceeding 500,000 gallons may be offered and will be subject to a negotiated contract.

Approved by:



John T. Griffin, Jr., Chairman
Barnstable Municipal Airport Commission

3/18/2020
Date

ATTACHMENT 1:

Credit and Payment Terms.

Payment by fuel purchaser (customer) shall be made by check or approved electronic funds transfer, and the terms shall be net ten (10) days subject to credit approval by the Airport. Past due amounts shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less. All amounts more than fifteen (15) days past due shall incur an additional five percent (5%) administrative fee. Any waiver by the Airport of interest charges or administrative fees on a particular invoice shall not be construed as a waiver by the Airport of its right to impose such charges on other or subsequent jet fuel sales. The Airport reserves the right to apply fuel customer's payments to any outstanding invoices or obligations of fuel customer as determined by the Airport in its sole discretion, without regard to the aging of any account. Fuel customer shall be liable for all fees and costs, including without limitation attorney's fees, incurred by the Airport in connection with any collection activities undertaken by the Airport for the non-payment of any amounts due hereunder by fuel customer. The Airport reserves the right to modify or cancel the credit terms provided to the fuel customer at any time, in its sole discretion upon notice to fuel customer. If the Airport selects not to extend or cancels any credit terms provided to the fuel customer, prior to each sale of aviation jet fuel, fuel customer shall: (a) make a prepayment to Airport; (b) cause to be issued a letter of credit in favor of the Airport in a form and in an amount from a bank that is acceptable to the Airport from time to time in its sole discretion; (c) cause all fuel customer sales transactions to be by the use of an Airport approved 0% carrying charge credit card; or (d) give other security to the Airport in a manner, or a type, in a form and in an amount that is acceptable to the Airport. The Airport reserves the right, in addition to all other rights and remedies available to it under the law, in equity or otherwise, to suspend further performance of fuel sales, and demand payment of all outstanding balances, if fuel customer fails to make any payment as herein provided, or if the Airport at any time deems itself insecure with regard to the creditworthiness or financial condition of the fuel customer.