

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No.)*

Astronics Corporation

(Name of Issuer)

Class B Common Stock, \$0.01 par value

(Title of Class of Securities)

046433207

(CUSIP Number)

BOSTON & SARANAC LLC
Robert S. Keane
78 Beacon Street
Boston, Massachusetts 02108
(781) 652-6324

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

August 21, 2020

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

(Page 1 of 6 Pages)

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAME OF REPORTING PERSON BOSTON & SARANAC LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION State of Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 448,199 shares
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 448,199 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH PERSON 448,199 shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.3%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON Robert S. Keane	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 655,085 shares*
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 655,085 shares*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH PERSON 655,085 shares*	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.1%	
14	TYPE OF REPORTING PERSON IN	

* Includes 206,886 shares held by the Elizabeth A. Keane & Kevin R. Keane Trust U/A/D 10- 15-97 FBO Elizabeth A. Keane). See Item 4.

Item 1. SECURITY AND ISSUER

This Schedule 13D relates to the Class B Common Stock of Astronics Corporation (the "Company"). The principal executive offices of the Company are located at 130 Commerce Way, East Aurora, New York 14052.

Item 2. IDENTITY AND BACKGROUND

- (a) This Schedule 13D is filed by:
- (i) Boston & Saranac LLC, a Delaware limited liability company, (“Boston & Saranac”) with respect to the shares of Class B Common Stock held directly by it; and
 - (ii) Robert S. Keane (“Mr. R. Keane”), with respect to the shares of Class B Common Stock held by him through Boston & Saranac in his capacity as Manager of Boston & Saranac and as Trustee of the Elizabeth A. Keane & Kevin R. Keane Trust U/A/D 10- 15-97 FBO Elizabeth A. Keane).

The foregoing persons are hereinafter sometimes together referred to as the “Reporting Persons”.

The foregoing should not be construed in and of itself as an admission by any Reporting Person as to beneficial ownership of shares of Class B Common Stock held by the other Reporting Person.

- (b) The business address of the Reporting Persons is 78 Beacon Street, Boston, Massachusetts 02108.
- (c) The principal occupation of (i) Boston & Saranac is to serve as a holding company of shares of the Company, and (ii) Mr. R. Keane is the President and Chief Executive Officer of Cimpress plc. Mr. R. Keane serves as a Director of the Company.
- (d) & (e) During the last five years, neither of the Reporting Persons has been (a) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (b) party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining further violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) Boston & Saranac is a Delaware limited liability company. Mr. R. Keane is a United States citizen.

Item 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

On June 5, 2020, the estate of Kevin T. Keane, the father of Mr. R. Keane sold 74,372 shares of Class B Common Stock to Boston & Saranac, at a price of \$10.46 per share.

On August 21, 2020, 5096 Saranac LLC, a Delaware limited liability company, made an in-kind distribution of the 1,409,614 shares of Class B Common Stock held by it to its members, including 373,827 shares of Class B Common Stock to Boston & Saranac.

Item 4. PURPOSE OF TRANSACTION

The transactions described in Item 3 above were the result of the administration of the estate of Kevin T. Keane, the father of Mr. R. Keane. 5096 Saranac LLC was established by a trust of Mr. R. Keane's father, Kevin T. Keane, and is owned 25% by Boston & Saranac and 75% by limited liability companies owned by trusts for the benefit of the siblings or descendants of siblings of Mr. R. Keane.

Mr. R. Keane is the sole Manager of Boston & Saranac. As Manager, Mr. R. Keane may sell the assets of Boston & Saranac, vote it assets and/or take any action with respect to investment of its assets.

Mr. R. Keane serves as one of three trustees of the Elizabeth A. Keane & Kevin R. Keane Trust U/A/D 10- 15-97 FBO Elizabeth A. Keane). Each trustee shares voting and dispositive power equally. Mr. R. Keane is also one of multiple beneficiaries to the trust. The entire amount of the trust's interest is reported here, however Mr. R. Keane's proportionate interest is approximately 25%.

Except as set forth herein, the Reporting Persons have no present plan or proposal that would relate to or result in any of the matters set forth in subparagraphs (a)-(j) of Item 4 of Schedule 13D. The Reporting Persons have not entered into any agreement with any third party to act together for the purpose of acquiring, holding, voting or disposing of the shares reported herein. The Reporting Persons intend to review their investment in the Issuer on a continuing basis. Depending on various factors, including, without limitation, the Issuer's financial position and strategic direction, actions taken by the Board of Directors, price levels of the Shares, other investment opportunities available to the Reporting Persons, conditions in the securities market and general economic and industry conditions, the Reporting Persons may in the future take such actions with respect to their investment in the Issuer as they deem appropriate, including, without limitation, purchasing additional Shares or selling some or all of their shares reported herein or any other derivative securities, engaging in hedging or similar transactions with respect to the shares reported herein and/or otherwise changing their intention with respect to any and all matters referred to in Item 4 of Schedule 13D.

Item 5. INTEREST IN SECURITIES OF THE ISSUER

- (a) See rows (11) and (13) of the cover pages to this Schedule 13D for the aggregate number of shares of Class B Common Stock and percentages of the Class B Common Stock beneficially owned by each of the Reporting Persons. The percentages reported in this Schedule 13D are calculated based upon the 7,169,459 shares of Class B Common Stock outstanding as of July 27, 2020, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended June 27, 2020 filed with the SEC on August 4, 2020.
- (b) See rows (7) through (10) of the cover pages to this Schedule 13D for the number of shares of Class B Common Stock as to which each Reporting Person has the sole or shared power to vote or direct the vote and sole or shared power to dispose or to direct the disposition.
- (c) See Item 3.
- (d) No person is known by the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, any shares of Class B Common Stock beneficially owned by the Reporting Persons.
- (e) Not applicable.

Item 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

The Company has granted 5,600 restricted stock units to Mr. R. Keane under the Astronics Corporation 2017 Long Term Incentive Plan pursuant to Time-Based Restricted Stock Unit Award Agreement (Director), dated February 28, 2020. Each restricted stock unit represents the right to receive, at settlement, one share of Common Stock of the Company. The restricted stock units vest in full on August 28, 2020 unless Mr. R. Keane's service as a director terminates for any reason before that date.

Item 7. MATERIAL TO BE FILED AS EXHIBITS

Exhibit 1: Time-Based Restricted Stock Unit Award Agreement.

Exhibit 2: Astronics Corporation 2017 Long Term Incentive Plan (incorporated by reference to Exhibit 10.15 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2019).

Exhibit 3: Joint Filing Agreement as required by Rule 13d-1(k)(1) under the Act.

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: August 21, 2020

BOSTON & SARANAC LLC

By: /s/ Robert S. Keane

Name: Robert S. Keane

Title: Manager

/s/ Robert S. Keane

ROBERT S. KEANE

ASTRONICS CORPORATION 2017 LONG TERM INCENTIVE PLAN

TIME-BASED restricted stock unit award agreement

(DIRECTOR)

THIS TIME-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT (the “Agreement”), dated as of February 28, 2020 (the “Grant Date”), is between Astronics Corporation, a New York corporation with a corporate office at 130 Commerce Way, East Aurora, New York 14052 (“Astronics” and, together with its Subsidiaries, the “Company”), and Robert Keane, a non-employee director of the Company (the “Director”).

WHEREAS, the Company wishes to provide the Director with an incentive to continue in the service of the Company and to acquire a meaningful, significant and growing proprietary interest in Astronics by providing him or her with the opportunity to own Company Stock;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in this Agreement, the Director and the Company hereby agree as follows:

1. **Grant of RSUs.**

The Company hereby grants to the Director an Award of 5,600 Restricted Stock Units (“RSUs”). This Award represents the right to receive one share of Common Stock of Astronics (“Share”) for each RSU awarded under this Agreement, subject to the fulfillment of the vesting requirements and other terms and conditions set forth in this Agreement and the Astronics Corporation 2017 Long Term Incentive Plan (“Plan”), which is incorporated into and made a part of this Agreement by reference.

Unless otherwise defined in this Agreement, the terms used in this Agreement have the meanings given them in the Plan.

2. **Vesting.**

(a) **In General.** The Director will vest in the RSUs subject to this Agreement in accordance with the following schedule:

Vesting Date	Vested Percentage
August 28, 2020	100%

Except as otherwise set forth in this Agreement, if the Director's service as a director of the Company terminates for any reason before reaching an applicable vesting date, any unvested RSUs will be automatically forfeited.

(b) **Retirement.** If the Director's service as a director of the Company terminates on or after the date the Director attains age 60 for reasons other than death, Disability or termination by the Company for Cause ("Retirement"), the Director will vest in 100% of the RSUs awarded under this Agreement.

(c) **Death or Disability.** If the Director's service as a director of the Company terminates on account of the Director's death or Disability, the Director will vest in 100% of the RSUs awarded under this Agreement.

(d) **Voluntary Termination.** If the Director's service as a director of the Company is voluntarily terminated by the Director for any reason other than on account of Retirement under Section 2(b), then the Director will forfeit any unvested RSUs under this Agreement.

(e) **Cause.** If the Director is terminated by the Company for Cause, all of the Director's unpaid RSUs, both vested and unvested, will be forfeited and the Director will have no further rights to payment or settlement of the RSUs under this Agreement.

3. **Settlement.**

As soon as practicable, but no later than 60 days, following August 28, 2020, the Company will issue to the Director (or to his or her beneficiary or estate, as the case may be) one whole Share for each vested RSU. Notwithstanding the previous sentence, if the Director's service as a director of the Company terminates before August 28, 2020, the Company will issue to the Director (or to his or her beneficiary or estate, as the case may be), one whole Share for each vested RSU, if any, as soon as practicable, but no later than 60 days, after the date the Director's service as a director of the Company ceases.

4. **Tax Withholding.**

As a condition of this Award, the Director agrees to pay or make arrangements for the payment to the Company of the amount of any and all federal, state and local income and employment taxes that the Company determines it is required by law to withhold with respect to the RSUs. Payment will be due on the date the Company is required to withhold such taxes. Unless the Committee determines otherwise in its sole discretion, notwithstanding Section 7(b) the Company will satisfy the withholding requirement in accordance with Section 18 of the Plan by withholding from delivery to the Director, Shares having a value equal to the amount of tax required to be withheld.

5. **Dividend Equivalents.**

No dividend equivalents will be issued to the Director with respect to the RSUs granted under this Award.

6. **Rights as Shareholder.**

Neither the Director nor any transferee has any rights as a shareholder with respect to any Shares covered by or relating to this Award until the date the Director or transferee becomes the holder of record of the Shares.

7. **Additional Conditions to Issuance of Stock.**

(a) **Compliance with Laws and Regulations.** The Company is not obligated to issue or deliver any certificates evidencing Shares under this Award unless and until the Company is advised by its counsel that the issuance and delivery of the certificates is in compliance with all applicable laws, regulations of governmental authority and the requirements of the securities exchange or automated quotation system on which Shares are listed.

(b) **Restrictions on Transferability.**

The Director acknowledges and agrees that the Shares issued on settlement of any vested RSUs are subject to a holding period requirement whereby the Director (or the Director's beneficiary or estate, as the case may be) may not sell or otherwise dispose of the Shares until six months following the date of issuance of the Shares in settlement of the RSUs. The stock certificates evidencing the Shares issued in settlement of the RSUs may include one or more legends that set forth such restrictions on transferability as may apply to the Shares under this Agreement and the Plan. Alternatively, such restrictions may be enforced through such other methods as may be determined by the Company in its sole discretion, including by restrictions on electronic transfers from accounts.

8. **Electronic Delivery.**

The Company may, in its sole discretion, decide to deliver any documents related to RSUs awarded under the Plan or any future awards under the Plan by electronic means or request the Director's consent to participate in the Plan by electronic means. The Director hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or another third party designated by the Company.

9. **Agreement Severable.**

If any provision in this Agreement is held to be invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

10. **Governing Law.**

Except to the extent preempted by an applicable federal law, the Plan and this Agreement will be construed and administered in accordance with the laws of the State of New York, without reference to the principles of conflicts of laws thereunder.

11. **Non-Transferability of RSU.**

This Award may not be transferred in any manner other than by will or by the laws of descent or distribution. Any purported transfer in violation of the preceding sentence will be void and of no effect.

12. **Binding Effect.**

This Agreement is binding upon, and inures to the benefit of, the respective successors, assigns, heirs, executors, administrators and guardians of the parties covered by the Agreement.

13. **Tax Consequences.**

The Director acknowledges that this Award will have tax consequences to the Director and that any and all such tax consequences are the sole responsibility of the Director. The Director should consult a tax adviser before accepting this Award or disposing of any Shares.

14. **Risks.**

The Director is advised that the value of the RSUs and the Shares acquired under the RSUs will fluctuate as the trading price of the Shares fluctuates. The Director exclusively accepts all risks associated with a decline in the market price of the Shares and all other risks associated with the holding of Shares. No amount will be paid to, or in respect of, the Director to compensate for a downward fluctuation in the price of the Shares, nor will any other form of benefit be conferred upon, or in respect of, the Director for such purpose.

15. **Effect of Agreement.**

The Director acknowledges that a copy of the Plan has been made available to him or her and represents that he or she is familiar with its terms and provisions (and has had an opportunity to obtain advice regarding this Award), and accepts this Award and agrees to be bound by its contractual terms as set forth in this Agreement and in the Plan. The Director agrees to accept as binding, conclusive and final all decisions and interpretations of the Committee regarding any questions relating to this Award. The Director understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time in accordance with its terms. In the event of a conflict between the terms and provisions of the Plan and the terms and provisions of this Agreement, the terms and provisions of the Plan will prevail. Modifications to this Agreement may be made only in a written agreement executed by a duly authorized officer of the Company. The Director agrees at all

times to abide by, and acknowledges that this Award is subject to, all applicable policies of the Company, including the Company's insider trading policies and any recoupment or clawback policy, as may exist from time to time.

16. **Section 409A.**

All RSUs granted under this Agreement are intended to comply with or to be exempt from Section 409A of the Internal Revenue Code of 1986 (the "Code") and will be construed accordingly. However, the Company will not be liable to the Director or any beneficiary with respect to any adverse tax consequences arising under Section 409A or other provision of the Code. All terms of this Agreement that are undefined or ambiguous must be interpreted in a manner that is consistent with Code Section 409A if necessary to comply with Code Section 409A.

17. **Notices.**

Any notice required to be delivered to the Company under this Agreement shall be in writing and addressed to Corporate Counsel of the Company at the Company's principal corporate offices. Any notice required to be delivered to the Director under this Agreement shall be in writing and addressed to the Director at the Director's address as shown in the records of the Company. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.

18. **Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

19. **Data Privacy.**

It is a condition of participation in the Plan and acceptance of this Award that the Director acknowledges and explicitly consents to the collection, use, processing and transfer of personal data as described in this paragraph. The Company holds certain personal information about the Director, including, but not limited to, the Director's name, home address and telephone number, date of birth, social security number or other employee tax identification number, salary, nationality, job title, and any awards granted, cancelled, purchased, vested, unvested or outstanding in the Director's favor, for the purpose of managing and administering the Director's Award under the Plan and this Agreement ("Personal Data"). The Director understands that the Company will transfer Personal Data to any third parties assisting the Company in the implementation, administration and management of the Director's RSUs. These recipients may be located in the United State or elsewhere. The Director authorizes them to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the

purposes of implementing, administering and managing the Director's RSUs. The Director may, at any time, review Personal Data, require any necessary amendments to it or withdraw the consent herein in writing by contacting the Company; however, withdrawing the consent may affect the Director's ability to participate in the Plan and receive Shares upon vesting in the RSUs.

ASTRONICS CORPORATION

By: /s/ Julie Davis
(Signature)

Name: Julie Davis
Title: Corporate Counsel & Assistant Secretary

DIRECTOR:

By: /s/ Robert Keane
(Signature)

Name: Robert Keane

JOINT FILING AGREEMENT

PURSUANT TO RULE 13d-1(k)

The undersigned acknowledge and agree that the foregoing statement on Schedule 13D is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D shall be filed on behalf of each of the undersigned without the necessity of filing additional joint filing agreements. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning him or it contained herein and therein, but shall not be responsible for the completeness and accuracy of the information concerning the others, except to the extent that he or it knows or has reason to believe that such information is inaccurate.

DATE: August 21, 2020

/s/ Robert S. Keane

ROBERT S. KEANE

BOSTON & SARANAC LLC

By: /s/ Robert S. Keane

Name: Robert S. Keane

Title: Manager