



Auburn Lewiston Municipal Airport

80 Airport Drive, Auburn, ME 04210
(207) 786 0631 FAX: (207) 782 3024
www.flytomaine.com

Airport Board Meeting
March 31, 2022
5:30 PM

PLEASE BE ADVISED THIS IS A HYBRID ZOOM MEETING. THOSE WISHING TO ATTEND IN -PERSON MAY APPEAR AT AUBURN CITY HALL, 60 COURT STREET, SECOND FLOOR IN THE COMMUNITY ROOM.

****THOSE WISHING TO PARTICIPATE VIA ZOOM, NO PRE-REGISTRATION IS REQUIRED, HOWEVER, YOU MUST PROVIDE A VALID FIRST AND LAST NAME IN ORDER TO BE ADMITTED INTO THE MEETING****

****PARTICIPANTS WILL BE MUTED FOR THE DURATION OF THE MEETING UNLESS YOUR HAND IS RAISED AND YOU REQUEST TO SPEAK.****

****THIS MEETING WILL BE RECORDED AND SAVED TO THE CLOUD. PLEASE NOTE, CLOUD RECORDINGS MAY TAKE UP TO 72 HOURS TO UPLOAD****

****PLEASE USE THE MEETING LINK ATTACHED HERE. PLEASE DO NOT USE PRIOR MEETING LINKS****

Auburn Lewiston Airport is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/88331862164>

Meeting ID: 883 3186 2164

One tap mobile

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+1 346 248 7799 US (Houston)

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+1 253 215 8782 US (Tacoma)

Meeting ID: 883 3186 2164

AGENDA

03/31/2022

Regular Monthly Meeting – 5:30 pm

Reminder when using zoom all votes must be taken by roll call.

1. Call to Order and declare a quorum is present (Chair)
2. Minutes: Approve minutes for March 3, 2022 **Action Needed**
3. Financial Report (Treasurer) **Action Needed**
4. Presentation of Service Award to Stephanie Gelinas
5. Resignation
6. Fuel Flow report March 2022
7. Public Comments – Open for members of the public for items other than on this agenda; agenda items will be discussed during the item's time. When recognized by the Chair, please stand, and clearly state your name and relationship to the airport.
8. Airport Manager's Report – See attached
9. Old Business
 - a. G.U.A.R.D system: **Information only**
 - b. Fence Repairs: **Information only**
 - c. 911 Easement: **Information only**
 - d. East Ramp Project: **Information only**
 - e. Self-Serve Fuel Farm: **Instructions and guidance.**
 - f. Cold Storage Hangar: **Vote Needed:** Vote on the approved vendor.
10. New Business
 - a. Airport Restaurant Agreement: **Action Needed.**
 - b. Part 141 Ground School: **Action Needed**
 - c. Vehicle storage: **Action Needed**
 - d. Bilateral Infrastructure Law Grant Application: **Action Needed**
 - e. Hangar lease: **Information only**
 - f. Airport Operating Area (AOA) access: **Possible Action Needed.**
 - g. Remaining funds in Rescue Grant: **Possible Action Needed**
11. Next regular meeting: Date & Location
12. Adjournment

AUBURN-LEWISTON AIRPORT BOARD OF DIRECTORS MEETING MINUTES 03/03/2022

The Auburn-Lewiston Airport Board of Directors Hybrid Meeting was held at 5:30 p.m.

VIA ZOOM: Mary LaFontaine, Jennifer Williams, Jim Horn, Joe Morin.

Present: Chair Holmes, Mr. Blais, Mr. Timoney and Mr. McCarthy.

Absent: Ms. Hunter.

Also Present: Airport Manager James Scheller.

Regular Monthly Meeting – 5:30 pm

1. Chair Holmes called the meeting to order at 5:30 pm

Ms. LaFontaine has submitted her letter of resignation with deep regret.

ON MOTION BY MR. BLAIS SECOND BY MR. TIMONEY IT WAS VOTED (1) TO ACCEPT MS. LAFONTAINE'S RESIGNATION FROM THE BOARD WITH DEEP REGRET. VOTE: 7:0:1 MS. LAFONTAINE ABSTAINED AND LEFT THE MEETING.

2. Approve minutes for February 3, 2022.

ON MOTION BY MR. BLAIS SECOND BY MR. TIMONEY IT WAS VOTED (2) TO ACCEPT THE MINUTES OF FEBRUARY 3, 2022. VOTE: 7:0

3. Financial Report

ON MOTION BY MR. BLAIS SECOND BY MR. MCCARTHY IT WAS VOTED (3) TO TABLE THE FINANCIALS DUE TO MS. HUNTER BEING OUT TONITE UNTIL THE NEXT MEETING. VOTE: 7:0

4. Draft 2023 Budget, Revisit for Board approval

Manager Scheller reviewed the draft FY23 Budget with the Board. Staff salaries has a proposed increase up to 5%. Mr. Blais stated fuel sales are down 76%. Manager Scheller stated in the past, the airport has offered fuel discounts and those will be adjusted.

5. Fuel Flow report February – Updated as of yesterday. Mr. Blais stated fuel sales are very low compared to other airports. Why are fuel sales low, Mr. Blais stated it could be a personnel issue? Manager Scheller stated he had not been here long enough to notice this. A staff member stated Lifelight has been purchasing fuel in larger quantities these last few days. Mr. Blais stated the hospital tanks were low. The airport tanks are 20,000 gallons holding Avgas and 30,000 gallons for Jet A.
6. Snow removal operation – Manager Scheller stated the Sweeper has been updated with a second (2nd) magnet and it works great. The broom is used with powder snow or a thin layer of ice, the metal bristles will chop it. Pending how thick the ice is, makes a difference if the broom is used or not. Operations and Line Specialists have attended classes on winter operations.

7. Public Comments –

Mr. Ward stated are these items listed for the FBO really needed, and if a public FBO would actually purchase the equipment being requested to help generate revenue.

8. Airport Manager's Report

Manager Scheller stated that Auburn-Lewiston is a reliever airport. The FAA and MDOT invests capital money for the growth of all airports. The restaurant is another revenue producer for the airport, but not grant funded because it generates revenues.

Budget Expenses:

- a. Salaries: This year's budget includes an employee salary raise. Manager Scheller has researched salaries for the positions each employee fills and compared them to the national average. The increased amounts are consistent with the national average. The airport is on the lower end of other locate airports, regardless of the airport size. Airport employees need to be trained for their position as other airports and positions need to be kept filled.
- b. New Hires: Manager Scheller will look to fill the vacant Line Specialist 1 position to help with sick and vacation call outs and always have a two person on. A Finance Administrator to manage the airport finances, oversight of grant contracts, collection of grant money, and prepare budget reports, statements, and other financial accounts. This position will also satisfy the FAA's policy for accounting procedures with having a financial level of expertise to prepare documents for audits. Separation of duties is required.
- c. Duty Phone: Manager Scheller would like to add "Duty-Phone" pay for the employees who are scheduled to be on call for the weekend (Friday, Saturday, Sunday). The wage earned will be equal to one-hour (1-hour) of their scheduled hourly wage. If employee is called out, the employee will also earn the normal three-hour minimum Call-Out wage. The amount in the budget is calculated at \$1,100.00 for the year. The employee needs to be held accountable and return to work if service is needed. Mr. Blais asked if a time study or job description been completed. Manager Scheller stated employees are crossed trained for snow removal while they are here. A goal for this coming fiscal year would be to try to document if possible, tracking billable time when an employee changes his job task from operations side to a line position and vice versa.
- d. Custodial Services: The need for weekly custodial services is needed to more deeper cleaning in the terminal and FBO. The custodial services will have the equipment and skill to clean the common areas and windows of the airport. The budget is set for an amount higher than historically contracted custodial services; hiring an employee, Janitor, on the airport payroll may be another option. Mr. Blais stated when he comes into the airport, a lot of employees are sitting there doing not much and could save money by doing this work along with their other jobs. Mr. McCarthy stated where he previously worked, companies have had problems with contracted services.

- e. Lavatory Cart and Fluid: The cart will be used to service aircraft lavatories. The purchase of the cart is budgeted at \$10,000.00 or less. Manager Scheller is proposing to buy a battery-operated cart/electric, rather than a hand pump or gas-powered cart. If the cart is spilling out, there is a problem, or the procedure was not followed as required. Mr. Ward requested seeing if this service is really needed before purchasing the cart. Manager Scheller stated in the short time he has been here; customers have requested this service. The cleanout of the cart will need to research where it can be dumped into the sewer with the man-hole cover but will check with the FAA and City of Auburn.
- f. Software: In addition to the windows office suite software subscriptions the Airport maintains, Manager Scheller has investigated airport program management software to track the daily inspections of the Airport, runway inspections, work orders, wildlife management, airfield inspections, fuel tank/truck inspections, Safety Inspections, etc. The Part-139 Software will provide the Airport staff with a tool to cohesively track the work and inspections which are covered in the FAA Airport Operating Certificate requirements. With the software it would show billable time between employees for job accountability tracking as requested previously. This software will allow Manager Scheller to operate the Airport more closely to the Part-139 Industry Standards.
- g. Information Technology Hardware: Manager Scheller is setting a budget to purchase iPads for the Part-139 software, and monitors which will visually display the Rates and Fees at KLEW. Would also have a monitor in place for FlightAware, which shows current weather patterns and aircraft in the vicinity of the airport. FlightAware will also be set up in the lobby to be seen by public while at the airport.
- h. Marketing: Manager Scheller will be marketing the airport online and in print. The current airport website will be getting a makeover. The website will be for advertising airport events and advertising the services and amenities of the Airport. The Airport will be advertised in Maine Visitor Guides, aeronautical publications, and in local print. It could also have the FlightAware built in. When it is time, the Airport will market the Airport's restaurant. This budget will also be used to create SWAG for gifts and for retail sales.
- i. Legal Services: This budget item increased due to the anticipated document preparations for lease agreements and contract reviews. Restaurant and FBO Hangar agreements. Increase rates and tenants in the cold/heated hangars.
- j. Restaurant start up: Manager Scheller feels it will be necessary to have a budget to clean and prepare the restaurant, as well as have a budget to purchase or repair any item related to the restaurant to ensure the new restaurant manager will have a fresh start. This amount is more of a contingency.
- k. Fence Repairs: Manager Scheller has done an inspection of the perimeter fence, and reviewed fence related receipts from 10+ years ago. The fence was installed to deter wildlife and to bring the airport closer to 49 CFR Part 1542 Airport Security. Recommend visiting the section of fence along Kitty Hawk Drive at the culvert area, and the culvert area along Lewiston Junction Road will be inspected by MDOT this spring. It is recommended for surveying and engineering work to be considered for concrete work or have fencing installed which keeps the top pole close to plumb. Another discrepancy is the lack of bottom staking and bottom strung barbed wire. Looking to get grant money to remove/update corroding fence. Fence with the accumulated snow was the height of Manager Scheller's chest. (no wonder wildlife is on the airfield).

- I. Airport Operating Area (AOA) access: Manager Scheller is assessing the AOA access which will require Physical Access Card System (PACS) and create a Secured Identification Display Area (SIDA) program, which is common at FAA Grant funded airports. Tenants will need to register their vehicles with stickers on bumpers and badges for tenants all with be color coded. Currently not in this budget. Mr. Ward stated he has deliveries and will need to be kept in the loop on the East side of the airport for access for his and LifeFlight deliveries. The service for self-service of fuel will benefit by this system. This is not an FAA requirement but works into a higher level of airport security that the airport is working towards.

Revenues:

- a. The FAA just released a Bill out for airports to receive \$295,000 in addition to the airport entitlement fund of \$150,000 annually. FY2023 Budget is focused on improving and adding services, with proposed rate increases to match industry rates at other FBOs. Some of these rate increases are Fuel Pricing, Towing, Hangar Rental, Landing Fees, Lavatory Service, Tie Down Fees, Overnight Fees, Shuttle Service, and Deicing.
- b. Rate menu: The proposed rate menu is consistent with the rates found on the Aircraft Owners and Pilot Association (AOPA) site, "Know before you Go" which was designed to give transparency to FBO rates. The KLEW Rates have the Tenant plane owners in mind and maintains the rate schedule for these customers. The new rate schedule (menu) should be implemented July 1, 2022.
- c. Fuel pricing: Fuel has gone up in price. The Airport has absorbed the effects of the rising fuel costs and has maintained a low retail rate, reducing the Airport's margin of profit. Using the AOPA site for price comparison, KLEW has been selling full-service 100LL at self-serve pricing. Raising fuel prices will put KLEW in the average range of our neighboring airports and keeps us competitive. Mr. Blais suggested fuel should be monitored daily by our airport staff and adjusted accordingly.
- d. Self-Serve Fuel Area: Manager Scheller is in conversation with the vendor who installed the current fuel farm tanks and is gathering the costs to install the Self-Serve 100LL fuel area. The advantage is more opportunity to capture revenue, tenant pilots (piston engines) will have 24/7 access to fuel. This is a Joint City CIP item for FY2023.
- e. Deicing: The Airport has a deicing rate of \$100.00 (up to 10 gallons) and \$25.00 per gallon over the initial 10 gallons. The current rate puts the Airport in the negative for this service. The Airport has recently purchased a stainless-steel digital flow meter to measure the amount of fluid being used. The Deicing rate will need to increase to \$200.00 (with 10 gallons) and \$20.00 per gallon beyond the initial 10 Gallons. This rate puts us consistent with other FBOs offering deicing services.
- f. Other Revenues: The Airport has a list of items that will be put to auction in FY2023. The largest item is a 1995 John Deere 544G Loader. There are other ancillary items for this loader that will be put on GovDeals.com, such as the spare tires for the vehicle and the snow blade that goes to similar loaders. The total for the current list is \$46,000.00
- g. Aircraft Lavatory service: This is a service which would assist in attracting customers and generating revenue. The price point for Lavatory service will be \$75.00. The expense of the Lavatory Cart is built into the FY2023 FBO Expenses.

- h. Hoyle Tanner: East Ramp Project: Manager Scheller spoke with members of Hoyle Tanner team to discuss the East Ramp Drainage project this Spring. To clarify, the grass section is being installed as part of the FAA requirement to create public use taxiing lanes. Since this work involved in this project will affect the ingress and egress of certain T-Hangar tenants, a pre-commencement of work meeting will be scheduled where the Tenants will be invited to attend and participate in discussion.

9. New business-

- a. Cold Storage Hangar: The hangar is an old Navy hangar and is currently being used to hangar aircraft and store FBO items. Due to the asbestos and non-functioning front bottom rolling doors, the hangar is only used for based aircraft (CAP, Wiggins). Manager Scheller has one estimate to mitigate the asbestos and sees the revenue potential in this hangar. This would be the investment to create space for FBO Maintenance which will draw customers and mechanics to the to the airport. Mr. Ward stated in the past the hangars were both full of aircrafts.
- b. Flight instruction: Manager Scheller sees the airport setting aside property to develop a flight school center. Manager Scheller has received several suggestions from tenants to explore the possibility of carving out space to establish a flight school. The FAA identifies Flight Schools as either Part 61 or Part 141. Part 61 training is done at the individual schedules of the Flight Instructor and the Student. Part 141 training is structured curriculum, and depending on the credentialing/affiliation of the flight school students can qualify for PEL Grants, Student Loans, GI Bill, etc. The Master Plan process will give the Board and the Sponsoring Cities a closer look at this option.
- c. Automated Weather Observing System (AWOS): The Airport's AWOS has been intermitting for several months. The FAA is responsible for the AWOS operation and its maintenance.
 - 1. On 2/18/2022 and 2/22/2022 Manager Scheller spoke with the FAA representative about the system. The FAA stated the new AWOS computer will be installed the first week of March 2022. The FAA will provide the shipping tracking number to the Airport Manager. Freezing rain is unavailable due to the equipment does not have a sensor. On 2/25/2022 at 10:45 am the AWOS was repaired by the FAA and was in operation. All pilots requiring AWOS now have it available. A staff list of certified employees to issue NOTAMS will be sent to Mr. Blais as requested.
- d. Calling the Flight Standards District Office (FSDO): Manager Scheller is requesting tenants, stakeholders, airport employees, and interested parties to call the Airport Manager for all airport related business before choosing to call the FSDO. In the past few weeks, Manager Scheller has answered inquiries from the FSDO about matters which could have been answered by either the Manager or Airport Staff. The Airport Manager has the resources to answer airport related questions in a much more efficient way.
- e. Self-Serve Fuel Committee: As the Self-Serve Fuel farm is being planned, it is recommended for a committee to be formed to best execute this project. This committee should include the Manager, Board Members, Stakeholders, and Tenants. Please contact Manager Scheller to be part of the committee along with Manager Scheller, Russell Keith, Joe Payton, Marc Blais and Tom Ward.

Chair Holmes stated due to time constraints, the items on the agenda will be held over until the next board meeting.

Chair Holmes stated Mr. Flynt had the floor to speak due to screen issues previously. Mr. Flynt stated there were many items that offended him during the meeting. He stated employees are cross trained, including himself, which includes line technician, ground maintenance and front desk duties.

The FY23 budget including custodial services, lavatory cart, software and a financial employee will currently be discussed. A one-year contract for a finance person/company to see a return on the investment. Hiring custodial service. Ms. Beaulieu stated currently there were some employees that do the custodial cleaning in the FBO and Terminal. It was suggested to bring someone in or use current staff with added hours to complete the in-depth task. If the budget is not accepted by the cities, these items would possibly be the first to be deleted from the budget.

ON MOTION BY MR. TIMONEY SECOND BY MR. MCCARTY VOTED (4) TO ACCEPT THE PROPOSED BUDGET AND MOVE FORWARD TO THE CITY COUNCILS. VOTE: 7:0

ON MOTION BY MR. MCCARTHY SECOND BY MR. TIMONEY VOTED (5) TO ADJOURN THE MEETING AT 8:04 PM VOTE: 7:0

Respectfully Submitted,

James Scheller

Airport Manager

MARCH 24, 2022 YEAR-TO-DATE REPORT

FOR 2022 09

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
9000 Airport Operations							
9000 Airport Operations							
9000 420035 Fees - Fuel Flowage	-15,000	-15,000	-9,183.27	.00	.00	-5,816.73	61.2%*
9000 420040 Fees - Landings	-23,788	-23,788	-14,850.37	-422.88	.00	-8,937.63	62.4%*
9000 429005 Christian Hill Materia	-97,500	-97,500	-46,763.37	.00	.00	-50,736.63	48.0%*
9000 429025 Rental Fees	-256,540	-256,540	-168,065.64	-18,902.49	.00	-88,474.36	65.5%*
TOTAL Airport Operations	-392,828	-392,828	-238,862.65	-19,325.37	.00	-153,965.35	60.8%
9001 Airport Personnel							
9001 611000 Regular Salaries	268,918	268,918	200,417.96	16,566.34	.00	68,500.04	74.5%
9001 613000 Overtime	4,000	4,000	4,138.80	404.25	.00	-138.80	103.5%*
9001 617020 Fringe Benefits	108,161	108,161	80,628.52	11,954.99	.00	27,532.48	74.5%
9001 617030 Professional Developme	9,855	9,855	1,804.75	.00	.00	8,050.25	18.3%
TOTAL Airport Personnel	390,934	390,934	286,990.03	28,925.58	.00	103,943.97	73.4%
9002 Airport Operations							
9002 628000 Contract Services	2,000	2,000	424.62	.00	.00	1,575.38	21.2%
9002 633030 Fuels and Oil for Vehi	15,175	15,175	11,878.39	.00	.00	3,296.61	78.3%
9002 633040 Snow and Ice Control S	26,488	26,488	9,390.00	.00	15,610.00	1,488.00	94.4%
9002 641100 Utilities	32,953	32,953	26,660.28	5,463.59	.00	6,292.72	80.9%
TOTAL Airport Operations	76,616	76,616	48,353.29	5,463.59	15,610.00	12,652.71	83.5%
9003 Airport Maintenance							
9003 628019 Building Maintenance	34,000	34,000	14,325.26	254.03	.00	19,674.74	42.1%
9003 628020 Vehicle Maintenance	16,675	16,675	33,240.87	7,335.57	.00	-16,565.87	199.3%*
9003 628021 Radio Maintenance	5,350	5,350	199.92	96.03	.00	5,150.08	3.7%
9003 628038 Electrical Maintenance	1,000	1,000	3,906.04	.00	.00	-2,906.04	390.6%*
9003 628039 Airfield Maintenance	19,033	24,438	20,439.81	11,998.05	5,405.35	-1,406.81	105.8%*
9003 633041 Computer/Office Machin	7,000	7,000	5,142.53	292.00	.00	1,857.47	73.5%
9003 633042 Pavement Maintenance	8,798	8,798	.00	.00	.00	8,798.00	.0%

CITY OF AUBURN

MARCH 24, 2022 YEAR-TO-DATE REPORT

FOR 2022 09

ACCOUNTS FOR:	ORIGINAL	REVISED					AVAILABLE	PCT
9000 Airport Operations	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL	
TOTAL Airport Maintenance	91,856	97,261	77,254.43	19,975.68	5,405.35	14,601.57	85.0%	
9004 Airport Administration								
9004 620000 Advertising and Promo	6,500	9,065	1,597.37	.00	2,565.25	4,902.63	45.9%	
9004 628000 Professional Services	15,000	15,000	18,319.00	15.00	.00	-3,319.00	122.1%*	
9004 628016 Legal Services	7,500	7,500	5,616.00	900.00	.00	1,884.00	74.9%	
9004 628041 Hangar Lease	115,000	115,000	57,500.00	.00	.00	57,500.00	50.0%	
9004 633000 Office Supplies	5,600	5,600	3,509.61	110.35	.00	2,090.39	62.7%	
9004 640000 Telephone and Internet	5,310	5,310	4,164.38	189.44	.00	1,145.62	78.4%	
9004 645000 Insurance Premiums	40,278	40,278	41,405.39	3,648.56	.00	-1,127.39	102.8%*	
TOTAL Airport Administration	195,188	197,753	132,111.75	4,863.35	2,565.25	63,076.25	68.1%	
9005 Airport Other Income								
9005 401600 Municipal Subsidy	-354,000	-354,000	-309,750.00	.00	.00	-44,250.00	87.5%*	
9005 402003 Tax Sharing Revenue	-27,500	-27,500	.00	.00	.00	-27,500.00	.0%*	
9005 420063 Service Fees	-1,500	-1,500	-103.53	.00	.00	-1,396.47	6.9%*	
9005 422000 Investment Income	-1,100	-1,100	-174.61	.00	.00	-925.39	15.9%*	
TOTAL Airport Other Income	-384,100	-384,100	-310,028.14	.00	.00	-74,071.86	80.7%	
TOTAL Airport Operations	-22,334	-14,363	-4,181.29	39,902.83	23,580.60	-33,762.71	-135.1%	
TOTAL REVENUES	-776,928	-776,928	-548,890.79	-19,325.37	.00	-228,037.21		
TOTAL EXPENSES	754,594	762,565	544,709.50	59,228.20	23,580.60	194,274.50		

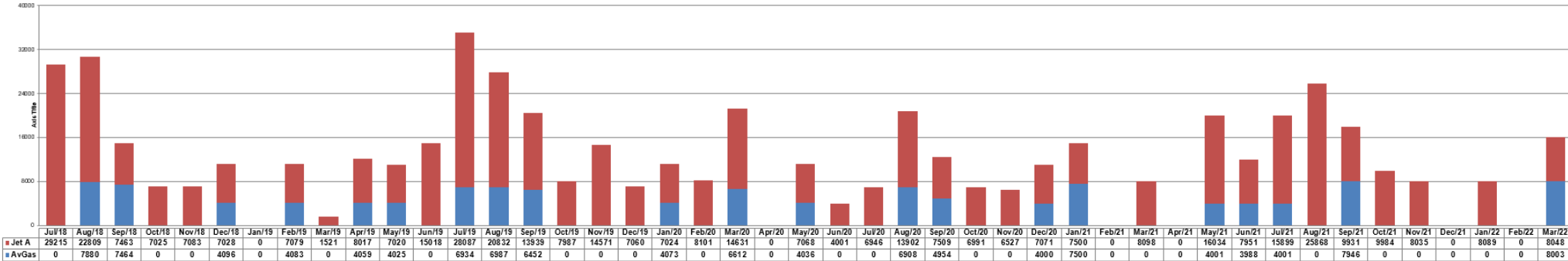
MARCH 24, 2022 YEAR-TO-DATE REPORT

FOR 2022 09

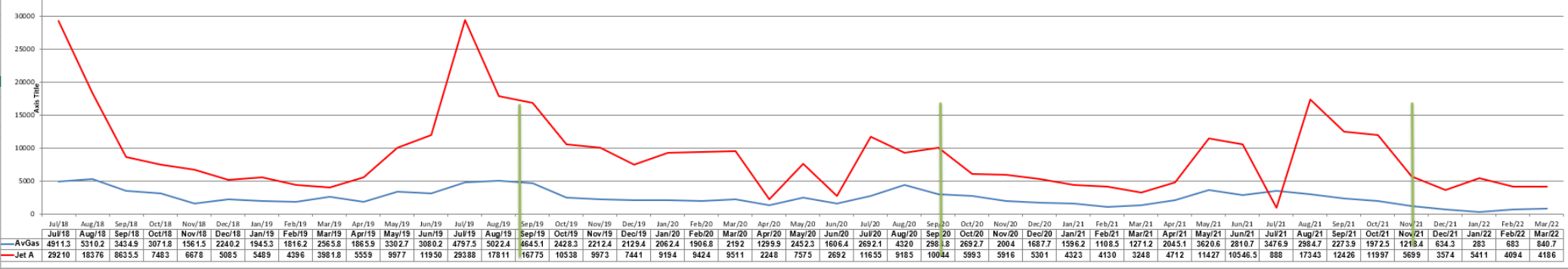
ACCOUNTS FOR:	ORIGINAL	REVISED				AVAILABLE	PCT
9000 Airport Operations	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
9010 Airport-FBO							
9010 420035 Fees - Fuel and Oil S	-671,250	-671,250	-432,930.66	-16,097.56	.00	-238,319.34	64.5%*
9010 420051 Fees - Tie Down/Hangar	-33,125	-33,125	-21,806.95	-2,130.77	.00	-11,318.05	65.8%*
9010 420059 Fees-Catering	-2,500	-2,500	-605.63	.00	.00	-1,894.37	24.2%*
9010 420060 After Hour Call Out	-4,000	-4,000	-4,227.10	-150.00	.00	227.10	105.7%
9010 420061 Aircraft Maintenance	-3,750	-3,750	-862.50	-100.00	.00	-2,887.50	23.0%*
9010 420064 Rental Car	-5,500	-5,500	-1,940.67	.00	.00	-3,559.33	35.3%*
TOTAL Airport-FBO	-720,125	-720,125	-462,373.51	-18,478.33	.00	-257,751.49	64.2%
9015 Services (FBO) Expenses							
9015 611000 Regular salaries	185,318	185,318	125,829.42	16,249.28	.00	59,488.58	67.9%
9015 613000 Overtime	4,000	4,000	5,565.45	1,197.02	.00	-1,565.45	139.1%*
9015 617020 Fringe Benefits	65,445	65,445	27,497.48	334.20	.00	37,947.52	42.0%
9015 620000 Advertising	6,500	9,065	937.06	.00	2,565.24	5,562.94	38.6%
9015 628000 Professional	3,255	3,255	547.62	.00	.00	2,707.38	16.8%
9015 628021 Plant Equipment	2,065	2,065	1,090.23	21.10	5,773.10	-4,798.33	332.4%*
9015 628044 Ground Support Equipme	21,400	21,400	61,713.89	1,727.88	3,115.68	-43,429.57	302.9%*
9015 633030 Fuels & Oils	436,051	436,051	354,072.94	72,236.77	71,387.78	10,590.28	97.6%
9015 633045 Supplies Aircraft Main	1,500	1,500	63.00	.00	.00	1,437.00	4.2%
9015 641100 Utilities	16,428	16,428	10,389.01	2,285.84	.00	6,038.99	63.2%
TOTAL Services (FBO) Expenses	741,962	744,527	587,706.10	94,052.09	82,841.80	73,979.34	90.1%
TOTAL Airport Operations	21,837	24,402	125,332.59	75,573.76	82,841.80	-183,772.15	853.1%
TOTAL REVENUES	-720,125	-720,125	-462,373.51	-18,478.33	.00	-257,751.49	
TOTAL EXPENSES	741,962	744,527	587,706.10	94,052.09	82,841.80	73,979.34	

Fuel Report

Fuel Purchase



Fuel Sales



Airport Managers Report

March 31, 2022

- a. Measuring Operations Activity: Manager has received training on the G.U.A.R.D. System and will begin incorporating the monthly operations totals with the fuel report at the Board meetings. Manager will present an overview of the G.U.A.R.D. System during the Board meeting.
- b. Fence Repairs: Recommend replacing the section of fence along Kitty Hawk Drive, and the culvert area along Lewiston Junction Road. It is recommended for surveying and engineering work to be considered for improving the fencing which will keep the top pole close to plumb. Another discrepancy noted is the need for staking and installing bottom strung barbed wire. The work will also need to include installing physical access card identification card system (PACS) to implement a more compliant airport security management program, and a more robust wildlife management program. Manager has "Fencing and Gates" budgeted at \$16,260.00 for FY2023; however, the self-serve fuel farm will dictate the need for Manager requesting AIP funds to install a PACS for all gates and Airport. This item does not need Board approval since the work is for security and wildlife management. Manager will get price quotes or publish an RFP based on costs.
- c. Update of 911 easement submission: Manager has submitted the updated easement survey to the FAA New England Division. Waiting on FAA response.
- d. Hoyle Tanner: East Ramp Project: Hoyle Tanner to advise Airport of a project start date. Preconstruction meeting with contractor held March 30, 2022. Tenant pre-construction meeting TBA.
- e. Self-Serve Fuel Area: Last meeting there was a Self-Serve Fuel farm committee being formed. Manager needs input from committee members with their opinion of where the fuel farm should be located. Manager is requesting an email from each of the committee members with their idea of where fuel farm should be installed and follow it up with an evening airport meeting to finalize the location. Manager will present the Committee's final location to the Board. This project is identified in the Airport's CIP for funding from both cities. This fuel farm will allow the airport to serve 100LL fuel 24/7.
- f. Cold Storage Hangar: Manager has received three quotes to mitigate the asbestos. Capital, Entitlement or BIL funds can be used for this project since we are fixing Airport owned hangar space. Manager requests Board vote.
- g. Airport Restaurant: Manager will introduce Chef Dan Caron, the Chef/Owner of the "The Cheesy Skillet". Information is in the Board Meeting packet.
- h. Flight Simulator: The Manager is recommending the Airport Board consider offering Part 141 Ground School instruction, through the University of Maine's curriculum. Manager is working with Greg Jolda, University of Maine's Aviation Program Coordinator to establish a UMA satellite aviation education center at LEW. Since the airport will be purchasing the simulator and providing terminal space, the simulator will be available for students outside of UMA's curriculum. The simulator will be a revenue generator for the Airport. Two ROI projections are included in the Board package. Both projection work

sheets have the ROI at less than two years. After the ROI is achieved the Airport would generate revenue between \$30K to \$60K per year. The Red Bird LD simulator is the one Mr. Jolda is recommending and it is FAA certified, which allows students and pilots an opportunity meet their training goals or maintain their certifications. This investment would mean a great deal to the Maine aviation community, because it will decrease the drive time for aviators to either Augusta, Sanford, or Brunswick. Manager will invite local High Schools and other higher learning institutions to use the simulator as part of their aeronautical programs. Manager sees the airport setting aside 90 sqft of terminal space to develop a flight school training center. This project will require the Airport Board to approve the initial capital expense of \$58,339.00. Manager is requesting a vote from the Board to approve moving forward with this item and approve funding.

- i. Vehicle Self Storage Lot: The current vehicle storage lot is generating zero non-aeronautical revenue, because there are no agreements for renting the space. Manager is experience in vehicle self-storage and is proposing creating a formal storage area which will generate between \$12,000.00 and \$20,000.00 of revenue per year. Manager will draft the Agreement for the Board's review. Request Board's approval to move forward with this item.
- j. Bilateral Infrastructure Law (BIL): The airport is scheduled to receive \$295,000.00 each year for the next five (5) years, in addition to its annual \$150,000.00 of entitlement fund.
- k. What the BIL includes: The BIL includes the Airport Terminal Program (ATP) discretionary funds which airports compete for. The Airport Manager submitted the airport's BIL ATP request on 2/23/2022 to the FAA, to meet the deadline of March 28, 2022. The deadline is of FY2022. The items in this rest pertain to the airport terminal building and access to the terminal. The Manager was assisted by Gale Associates, Inc. in the BIL ATP submission. What the submission includes: Improving Airport Drive, Improving the terminal vehicle parking area, installing awning structures to the from and rear of the terminal, adding a second floor to the terminal for 3,100 square feet of administrative space, repairing the connecting structures of the where the old and new terminals meet, expanding the dining area of the restaurant. This request can be resubmitted for the next five years. Yes. The request can be changed for each year's submission.
- l. Airport infrastructure proposal FY2023: Manager has a deadline of April 11, 2022, to submit proposals. The Manager has selected the FBO Hangar Door as the project to complete. Using the BIL funds would cause the Cities to defer some of the hangar door CIP funds to another project. Manager will provide the RFP for the project.
- m. Hangar lease: Manager is drafting a hangar lease agreement. All current tenants of the FBO and Cold Storage hangars will need to sign a lease and provide certificate of insurance which includes adding the Airport as "Additional Insured" to the COI. The lease will be a legal document which supports the good-faith business practices of airport management. Board will approve the final draft of the lease.
- n. Rescue Grant: There is \$10,689.29 which can be spent on items which support the airport operations. The Manager has a list of recommended items for the use of the remaining funds.

FY21 Lewiston Capital Improvement Program

Project Description Form

Project Title: Replace Perimeter Fence

Operational Funding Division: Airport **Project Name:** Replace Chain Linked perimeter fence

Est. Total Cost FY21:	0	Est. Total Cost FY21-FY25:	35,000
City Share FY21:	0	City Share FY21-FY25:	0

Project Description:

Replace 5280 feet of Airport Perimeter fence with airport funds.

Consistency with the Comprehensive or Strategic Plans or other related planning documents:

Perimeter fence is part of the basic security plan and is a major component in the wildlife hazard mitigation program for the airport.

Justification for project implementation/construction and segments, if applicable:

Perimeter fencing is durable and lasts a long time. The fence to be replaced was constructed when Kitty hawk Drive was built. It has weathered well but has exceeded the point that it's ability to maintain it's integrity is unquestionable. It was 30-year fence that has been in service a little over 30 years.

Future maintenance costs if known, including contracts and special service requirements:

How were cost estimates obtained and expenditure commitment:

materials costing from several sources

FUNDING SOURCES

Source	Amount				
City Operating Budget					
City Bond Issue					
Federal/State Funding		Agency:	<u> </u>	Approval Received?	Yes No
Other Agency/Municipality	35,000	Agency:	<u>Airport</u>	Approval Received?	Yes No
Total Project Costs	35,000				

IMPLEMENTATION SCHEDULE (Fiscal Years)

	2022	2023	2024	2025	2026	Future
Total Project Cost		35,000				
Non-City Share		35,000				
City Share	0	0	0	0	0	0

Attach on separate page(s)/sheet additional information (if needed)

Octagon Cleaning & Restoration

Octagon Cleaning & Restoration, Inc.
PO Box 172
Windham, ME 04082
Tax ID #20-2606067

Client: Auburn-Lewiston Airport
Property: 80 Airport Drive
Auburn, ME 04210

Operator: WATERDAM

Estimator: Brindi Riley
Company: Octagon Cleaning & Restoration
Business: 353 Roosevelt Trail
Windham, ME 04062

Business: (207) 893-0002
E-mail: brindi@octagonrestoration.com

Type of Estimate: Asbestos Abatement
Date Entered: 2/18/2022 Date Assigned:

Price List: MEPO8X_FEB22
Labor Efficiency: Restoration/Service/Remodel
Estimate: AUBURN-LEWISTON_AIRP

This estimate is based on the inspection performed by Robert York on 2/18/2022. The transite panels on the wall (approx. 800 SF) are presumed positive for asbestos containing materials. Abatement requires a full containment per DEP regulations. Any contents in the area will need to be removed prior to project start. Access to water/power will be needed for the duration of the project. This estimate is for the abatement of bottom 8' of the wall.

Abatement will consist of the following:

PRE-CLEAN & DEBRIS REMOVAL - Establishing a regulated area in the han with poly containment, asbestos caution tape and negative air to pre clean the space (floor).

TRANSITE PANEL REMOVAL- Establishing full containment in the area of the panels- Establishing negative pressure using HEPA filtered air – the bottom 8' of transite panels will be removed, and the contained area will be detail cleaned.

We estimate the project to take 3-5 days to complete depending on available crew at the time of scheduling.
There will be no access to the area during abatement including after hours.
This estimate does include fees for 3rd party post abatement testing and abatement design services.
This estimate does not include any replacement of building materials.

Octagon Cleaning & Restoration

Octagon Cleaning & Restoration, Inc.
PO Box 172
Windham, ME 04082
Tax ID #20-2606067

Summary

Line Item Total	15,800.00
Replacement Cost Value	\$15,800.00
Net Claim	\$15,800.00

Brindi Riley

*The job time frame does not include time for post testing. Equipment and containment may be left on site until a passing post test is confirmed.

*Job time frames are an estimate and could change depending on staffing, weather, etc. Jobs completed in more or less time than estimated, will not change the estimate total.

*Please note that removing containment may result in minor paint damage based on the age and quality of the paint and Octagon is not responsible for repairs.

*Every municipality is different in terms of permit requirements for demolition or certain light renovations. It is the client's responsibility to inquire with their local code office and obtain the required permits when applicable.

*Octagon offers a 5-year warranty on remediation services if post remediation testing and corrective measures are completed directly following remediation, and the customer takes all steps necessary to control moisture and humidity.



Atlantic Environmental Contractors, Inc.

81 East Avenue • Lewiston, ME 04240
Phone: 207-783-1908 • Fax: 207-376-3237
Web: www.aecne.net

March 16, 2022

Mr. James Scheller, C.M.
Auburn Lewiston Airport
80 Airport Drive
Auburn, Maine 04210

RE: Asbestos abatement at Hangar

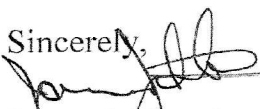
Dear Mr. Scheller,

Atlantic Environmental Contractor is pleased to provide an estimate quote for the asbestos abatement of 800 s.f of transit panels bottom layer on right hand side and patching the ceiling on the left side as viewed. Our price will include labor, materials, equipment, waste disposal, independent air clearance by Icon and DEP notification fee. All work will be done in compliance with State and Federation regulation pertaining to asbestos abatement. Owner to provide water and power for this project.

Price: \$15,600.00

Thank you for considering us for your project.

Sincerely,


James Jabbusch

Powerlift Doors of New England, LLC.

5 Lehoux Drive
Hooksett, NH 03106

Project Proposal

Date: March 23, 2022

Quote#: PL032422 Auburn Lewiston

To: Auburn Lewiston Airport, 80 Airport Drive. Auburn, ME 04210

Attn: James H. Scheller | manager@flytomaine.com | Cell: 941-323-2178 |Phone: 207-786-0631

Project Title: One 60' wide by 19' Tall Hydraulic Door Fab and Installation

Site Location: Auburn Lewiston Airport, 80 Airport Drive. Auburn, ME 04210

Description/Scope: Fabricate and install one Standard Version all-welded, assembled hydraulic door system that includes the steel frame assembly, hinge system and hydraulic controls.

** Electrical and required permitting to be done by others.

Dimensions:

- Dimensioning to be verified prior to fabrication and signed off by customer
- 60' wide by 19' Tall

Included Items:

- Metal Framework will be primer paint 1-coat included (Color TBD)
- 5 HP hydraulic pump requiring single phase power
- Hydraulic system includes cylinders / hoses & pump

Customer Responsibilities

- Building structurally capable to handle imposing door loads
- Demo and disposal of existing door to be replaced
- Rough opening preparation as specified at final measuring
- Final electrical pump motor connections to house wiring
- Finish painting if required

Door Installations Assumptions:

- Vertical clear openings to be verified upon contract signing
- All work would be done during normal work hours, Monday through Friday (10-hour days)
- Prevailing wage rates are applied
- Price includes primer paint only (red)
- If Macy/Powerlift is to apply a finish coat of paint to the metal frame and door there will be additional charges. Paint color would be needed and will affect price
- Includes all necessary hydraulics
- Exposed hydraulic cylinders (not hidden)
- Hydraulics mounted on preferred side of door with control box
- Price excludes remote control
- Electrical supply by others (assumes 230 VAC single phase is available)

PowerLift Doors of New England
5 Lehoux Dr., Hooksett, NH 03106

www.powerliftdoorsne.com

603-623-5568

Powerlift Doors of New England, LLC.

5 Lehoux Drive
Hooksett, NH 03106

Project Proposal

Door Installation Exclusions:

- Electrical hook up to building power
- Painted finish coat
- Permits/notifications and fees
- Off hours/night work
- Asbestos, Lead and Haz-Mat removal
- Temp railings, barriers, walls, and fences
- Removal of footings, foundations and slab modifications
- Police and/or fire watch
- Scope not listed above

Any alterations or deviations from above scope of work involving extra cost will become an extra charge over and above the estimate. All agreements contingent upon accidents or delays beyond our control. The above prices, specifications and conditions are submitted to you *as listed above*.

Pricing:

Item	Price	Options	Description
Standard Door 60x19	\$ 31,378.34		
Stamped drawings		\$ 1,200.00	Optional
Remote control	\$ 637.00		Single Remote w/ 2 buttons
Freight	\$ 5,175.00		
Installation of Door	\$ 17,060.00		150 man hours Labor, Hotel and Meals
Lift Equipment	\$ 6,311.25		3 boom forks
TOTAL	\$ 60,561.60	\$ 1,200.00	

Note: Metal pricing is only valid for 24 hours from date of this quote.

Lead time: 8 to 10 weeks ARO

Terms of Sale: This project will be billed 50% down with balance due **upon completion.**

Contact: Steve Korzyniowski | 603-661-7809 | steve@macyind.com

This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise. This budget proposal is subject to change upon project duration and completion time. This quote is valid for 60 days. Any alteration or deviation from the above-described proposal that involves extra cost, will be executed upon the parties entering into a written CHANGE ORDER. An interest charge of 2% per month will be added to all overdue accounts past 30 days, an annual percentage rate of 24%. Customer will be responsible for all expenses including attorney fees. Acceptance of this proposal acknowledges the buyer has read and agrees to the terms stated.

Approved by (Print Name)

Signature

Date

PowerLift Doors of New England
5 Lehoux Dr., Hooksett, NH 03106

www.powerliftdoorsne.com

603-623-5568



AUBURN-LEWISTON MUNICIPAL AIRPORT
FOOD AND BEVERAGE CONCESSION AND LEASE AGREEMENT

CONCESSIONAIRE

THE CHEESY SKILLET, LLC

SPONSOR

AUBURN-LEWISTON MUNICIPAL AIRPORT BOARD OF DIRECTORS

Date of Execution: March 31, 2022

Initial Term: April 18, 2022 - April 17, 2025

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EXHIBITS:

- A-1 Operations
- A-2 Dry and Cold Storage
- A-3 Additional overflow seating area
- A-4 Opening Menu
- A-5 Business Plan and Mission Statement

LEASE AND CONCESSION AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of April, 2022, by and between AUBURN-LEWISTON MUNICIPAL AIRPORT a body politic and corporate existing under the laws of the State of Maine, hereinafter referred to as "Sponsor", and THE CHEESY SKILLET, LLC a corporation organized under the laws of the State of Maine, whose principal place of business is 72 Blackmer St. Auburn, Maine 04210 hereinafter referred to as "Concessionaire". The term "Parties" shall refer and apply to both "Sponsor" and "Concessionaire."

WITNESETH:

Whereas, the Sponsor owns and operates the Auburn-Lewiston Municipal Airport ("Airport") located in Auburn, Maine and

Whereas, the Sponsor has constructed upon the Airport a terminal ("Terminal") to serve the needs of the traveling public; and

Whereas, the Concessionaire is engaged in the business of operating food and beverage concessions and is desirous of operating a food and beverage concession at the Airport; and

Whereas, Sponsor desires to provide additional food and beverage concessions in the Terminal to serve the needs of the traveling public and is willing to grant Concessionaire the non-exclusive right to construct and operate a food and beverage concession at the Airport.

Now therefore, for in consideration of the foregoing and of the mutual covenants hereinafter contained, and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 **DEFINITIONS**

The following words, terms, and phrases wherever used in this Agreement shall for the purpose of this Agreement have the following meaning:

- A. Agreement - This Lease and Concession Agreement, and as used herein contemplates and includes the lease of space in the terminal and the right and obligation of Concessionaire to use such space to construct and operate a non-exclusive Concession, under the terms and conditions expressly set forth herein.
- B. Agreement Year- the First Agreement Year is April 15, 2022, through April 14, 2023. Each subsequent 12-month period, April 15 through April 14, is another Agreement Year.
- C. Airport - The Auburn-Lewiston Municipal Airport (LEW), located in the City of Auburn, Maine, including any real property, the fee simple title to which is vested in the Sponsor.
- D. Sponsor - AUBURN-LEWISTON MUNICIPAL AIRPORT BOARD OF DIRECTORS, comprised of appointed members from the Sponsor cities of Auburn and Lewiston, to include one member of the Androscoggin Valley Council of

Governments and the Lewiston-Auburn Economic Growth Council, which owns and operates the Airport.

- E. Concessionaire – The Cheesy Skillet, LLC. a corporation organized under the laws of the State of Maine.
- F. Gross Revenues - The total price charged to customers, exclusive of discounts received by Concessionaire in the operation of its business in the Premises, whether such merchandise, food, beverages, rentals, and services are sold directly from the Premises or at any other place within the airport, so long as the products are furnished from the Premises. The term Gross Revenues shall not include (a) sales tax collection allowance paid by the State of Maine to Concessionaire as compensation for the keeping of prescribed records and the proper accounting and remittance of state sales tax; (b) any charges on a reimbursement basis, as mutually agreed upon by Sponsor and Concessionaire; (c) any taxes imposed by law which are separately stated to and paid by the customer and directly payable by the Concessionaire to a taxing authority; (d) tips and gratuities, and free or compensatory meals for employees of Concessionaire; (e) proceeds from the sale of used equipment by Concessionaire; (f) any refunds made by Concessionaire to customers.
- G. Parties - Refers and applies to Sponsor and Concessionaire.
- H. Premises - Areas set forth in Article 3 where the business of Concessionaire may be conducted.
- I. Terminal - The passenger terminal building at the Airport serving the traveling public.

ARTICLE 2

PRIOR AGREEMENTS

This Agreement represents the complete Agreement of the parties and any prior Agreements or representations, whether written or verbal, are hereby superseded.

ARTICLE 3

LEASED PREMISES

Concessionaire accepts all Leased Premises in "as is" condition. Sponsor hereby assigns Leased Premises to Concessionaire, described as follows:

- A. Main Terminal, containing approximately twelve hundred (1,200) square feet of contiguous space for retail operations, as depicted on Exhibit A-1 attached hereto and made a part hereof.

- B. Baggage Area, containing approximately Twenty-five (25) square feet of space for dry storage as depicted on Exhibit A-2 attached hereto and made a part hereof.
- C. Sponsor will allow customers of the Concessionaire to consume food and beverages within the Airport Terminal. Sponsor will work mutually with the Concessionaire to provide seating within the Airport to accommodate restaurant patrons where there is a need for overflow.

The Leased Premises includes:

- A. Extrusions which shall include all equipment necessary to support the Concessionaire's functions, such as exhaust fans, chillers, plumbing stacks, plumbing lines impacted by Concessionaire, electrical panels, and air vents and ducts.
- B. Facades and Walls shall include the facade and/or wall separating the front of the Leased Premises from the Terminal common areas, the exact boundary is deemed to be the external face of the facade and/or wall.
- C. Seating Areas that support the food service units, and the associated furniture and fixtures, trash receptacles, condiment stands, etc.

Concessionaire shall not place or install any racks, stands or other merchandise displays or trade fixtures in any Airport property outside the Leased Premises without the express prior consent of the Sponsor. In no event will Concessionaire engage in any activity on the Airport outside the Leased Premises for the recruitment or solicitation of business without the express prior consent of the Sponsor.

ARTICLE 4

USE OF PREMISE

4.1 Concession Rights Granted

The Sponsor hereby grants to Concessionaire, subject to all the terms, covenants, and conditions of this Agreement, the non-exclusive right and obligation to construct, operate and maintain a food and beverage concession. Concessionaire agrees not to undertake any use not authorized by this Agreement. The concession rights and privileges granted to Concessionaire shall be limited to the non-exclusive right to sell food and non-alcoholic beverages, including hot and cold food/beverage, sandwiches, breakfast sandwiches, chips, cookies, soft drinks, iced tea, bottled water, and meals-to-go and on-site consumption.

4.2 Rights Not Exclusive/Right of First Refusal

The concession rights herein granted by the Sponsor to the Concessionaire during the term of this Agreement, as may be amended, shall always be non-exclusive.

4.3 Approval of Merchandise, Menu and Prices

Concessionaire shall not conduct any other business, or sell any type of food, beverage, or logo merchandise, unless specifically authorized in writing to do so by the Sponsor. Concessionaire shall provide menus and prices for all items. The Sponsor reserves the right to approve or disapprove any menu, merchandise, or prices, at any location for any reason. Concessionaire shall update its merchandise, menus, and prices at least annually and submit samples, photographs, or copies of each to the Sponsor for review.

4.4 Office and Storage Space

Concessionaire agrees spaces adjacent to Premises in the Terminal shall be not used for office or storage purposes unless specifically authorized in writing to do so by the Sponsor.

4.5 Hours of Operation

Concessionaire will keep the concession open during peak aeronautical operating times (morning and afternoon) to best serve Airport customers, unless otherwise approved by the Sponsor.

4.6 Operational Requirements

Concessionaire must dispose of all trash, debris, and grease, in areas and containers designated by the Sponsor. Concessionaire may not place or leave or permit to be placed or left in or upon any part of the common areas or corridors adjacent to the Leased Premises any garbage, debris, or refuse. The disposal of any trash, debris, or any components from Concessionaire's operation shall be subject to local, state, and federal environmental laws and regulations to include adopted code of NFPA.

4.7 Right of First Refusal

This Agreement gives the Concessionaire the "Right of First Refusal" to all catering services for Local and Itinerant flights operating from the Airport; and all events which use the Airport as a formal setting for events. Sponsor and Concessionaire work mutually to identify events which enforce this paragraph.

ARTICLE 5 **USE OF AIRPORT**

Sponsor hereby grants to Concessionaire the following general privileges, uses and rights, all of which shall be subject to the terms, conditions, and covenants hereinafter set forth and all of which shall be non-exclusive:

- A. The general use, in common with others, of all public Airport facilities and Improvements which are now, or hereafter connected with, or appurtenant to, said Airport, to be used by Concessionaire, its agents and employees, patrons, and invitees, suppliers of service, furnishers of material, and its authorized sublessee, if any, in connection with its operations hereunder. For the purposes of this Agreement, "Public Airport Facilities" shall include all necessary roadways, sidewalks, and/or other public facilities appurtenant to said Airport, not specifically leased to or under the contractual control of others.

- B. The non-exclusive right to ingress to and egress from the Premises and over public roadways serving the Airport for Concessionaire, its agents and employees, patrons and invitees, suppliers of service, furnishers or material, and its authorized sublessees, if any. Said right shall be subject to such laws, rules, regulations, and orders as now or may hereafter have application at the Airport.

Nothing herein contained shall be construed to grant Concessionaire the right to use any space or area which is leased to a third party, or which Sponsor has not leased herein. Concessionaire shall have no right or privilege to use any space or area outside of the agreed terms in the exhibits.

ARTICLE 6

TERM OF AGREEMENT

6.1 Initial Term

The Initial Term shall commence April 15, 2022, and continue thereafter through April 14, 2025, unless otherwise amended or terminated as provided herein.

6.2 Renewal Term

Provided Concessionaire remains in compliance with all terms, covenants, and conditions of this Agreement, throughout the term of this Agreement, Concessionaire shall be granted the right of up to three (3) 3-year Renewal Terms, that may be exercised individually by Concessionaire on April 15 of each year throughout the Term of this Agreement. Said Renewal Terms shall be further subject to Concessionaire's execution of Sponsor's then current standard form Lease and Concession Agreement, which shall supersede this Agreement. Concessionaire shall notify Sponsor in writing of its intent to exercise each Renewal Term one hundred eighty (180) days prior to the expiration of the Term, as amended, to the address provided in Article 47, below.

6.3 Holdover Provision

In the event Concessionaire, with Sponsor approval, shall continue to occupy the Leased Premises beyond the Term of this Agreement, such holding over shall not constitute a renewal of this Agreement, but shall be considered a month-to-month tenancy only incorporating all terms and conditions of this Agreement. No such holdover shall be deemed to operate as renewal or extension of the Term. Such month-to-month tenancy may be terminated by the Sponsor or Concessionaire by giving one hundred and eighty (180) days' written notice of said termination to the other party at any time. Concessionaire will have no rights to renew or extend the Term of this Agreement.

ARTICLE 7

CONCESSION FEE

As consideration for Concessionaire's use of the Leased Premises and the privilege of doing business at the Airport, Concessionaire shall pay Sponsor an annual Concession Fee equal to the greater of a Minimum Annual Guarantee (MAG) or a Percentage Payment plus applicable sales or use tax.

7.1 Minimum Annual Guarantee (MAG)

Concessionaire shall pay the Percentage Payment only for the First Agreement Year. For each Agreement Year after the First Agreement Year of the Term, a Minimum Annual Guarantee will be established equal to eighty-five percent (85%) of the previous Agreement Year Percentage Payments. Concessionaire shall pay the greater of the Percentage Payment or MAG. The MAG for each Agreement Year shall be paid in equal monthly installments payable in advance and without demand on or before the first day of each month during the Term of this Agreement.

7.2 Severe Decline in Aeronautical Operations

Defined Term:

- A. "Severe Decline in Aeronautical Operations for Three Months" shall mean that the actual total operations achieved during a one calendar month period is less than eighty percent (80%) of the actual total operations of the same one calendar month period of the previous year, and such shortfall continues for three (3) consecutive months.
- B. "Aeronautical Operations Stabilization for Two Months" shall mean the actual aeronautical operations for a particular calendar month equals or exceeds eighty percent (80%) of the actual aeronautical operations of the same month in the previous year and such threshold is achieved for two (2) consecutive months.

7.3 MAG Suspension

If at any time during the term of the Agreement there is a Severe Decline in Aeronautical Operations for three consecutive months, then the MAG shall be suspended temporarily as follows:

- A. The MAG suspension shall be effective on the first day of the first month immediately following the Severe Decline in Aeronautical Operations for three (3) consecutive months.
- B. During such MAG suspension period, Concessionaire shall be required to pay only the Percentage Payment, unless and until the MAG is reinstated as provided below.

7.4 MAG Reinstatement

Once there is Aeronautical Operations Stabilization for two (2) consecutive months, the MAG shall be reinstated, and will continue unless and until there is another Severe Decline in Aeronautical Operations for three (3) consecutive months, as follows:

- A. Such MAG reinstatement will be effective on the first day of the month following an Aeronautical Operations Stabilization for two consecutive months.
- B. In the event the MAG is reinstated after the commencement of an Agreement Year, or other length of time for annual gross revenue accumulation, specified in the Agreement (i.e., a new MAG is established for that Agreement Year), the MAG will be pro-rated accordingly.

7.5 Percentage Payment

The percentage payment shall be the sum of (i) two percent (2%) of gross revenues which Concessionaire must pay from the sale of food, non-alcoholic beverages, and merchandise.

7.6 Monthly Statements and Fee Payments

Concessionaire shall submit to the Airport by the 20th day of the second month of the Term hereof, and each succeeding month of the Term hereof, an accurate statement of Gross Revenues of the preceding month, and simultaneously therewith shall pay Airport an amount by which the Percentage Payment of the preceding month exceeds one-twelfth (1/12) of the MAG. This statement shall be certified by a manager properly authorized to certify the statement on behalf of Concessionaire.

7.7 Commencement of MAG and Fee Payments

In exchange for Concessionaire's bearing their cost of opening the concession, respectively herein, and the commencement of Concessionaire's operations, granted herein, on or before April 15, 2022, Sponsor agrees to exclude Concessionaire's obligation to pay MAG Payments and Percentage Payments, required in Article 7.1 and Article 7.5, respectively, for the period of year beginning April 15, 2022, and ending April 14, 2023, after which time said Concessionaire's MAG Payment and Percentage Payment obligations shall resume.

7.9 Service Charge on Worthless Checks

In the event Concessionaire delivers a worthless check or draft to Sponsor in payment of any obligation arising under this Agreement, Concessionaire shall incur a service charge of Thirty Dollars (\$30.00) or five percent (5%) of the face amount of such check, whichever is greater; or, if Maine Statute Title 14, §6071 is amended, such other fee as shall be set by said statute.

7.10 Revenue Reports and Submittal of Payments

Concessionaire shall forward all payments required by this Agreement to the following address:

Auburn-Lewiston Municipal Airport
80 Airport Drive
Auburn, Maine 04210

All other reports, including the Statement of Gross Receipts shall be addressed as indicated in the Article entitled "Notices and Communications" in this Agreement.

ARTICLE 8 **Security for Payment**

8.1 Security for Payment

To provide security for the fees and charges, and performance required hereunder, Concessionaire shall deliver to the Airport upon commencing the Agreement, a Deposit of \$2,000.00 which will be held by the Sponsor for the term of the Agreement and subsequent

years while the Agreement is in force. Sponsor may draw upon the Deposit if Concessionaire fails, for a period of thirty (30) days after written notice, to perform its obligations under this Agreement.

Concessionaire must maintain the full amount of the Deposit through the Term of the Agreement. If Sponsor draws upon the Deposit for any act of default by the Concessionaire, Concessionaire will have sixty (60) days to bring the Deposit to the full amount.

8.2 Act of Default

Concessionaire's failure to provide and maintain the required Deposit, for a period of thirty (30) days after written notice, shall constitute a default by Concessionaire and shall be grounds for termination of this Agreement.

8.3 Satisfactory Performance

The refund of the Deposit required pursuant to this Article shall be conditioned on the satisfactory performance of all terms, conditions, and covenants contained herein throughout the entire Term of this Agreement.

ARTICLE 9

ACCOUNTING RECORDS AND AUDITS

9.1 Books of Account

Concessionaire shall keep, throughout the entire term of this Agreement or any extension thereof, all books of account and records customarily used in this type of operation as from time to time may be required by Sponsor, including but not limited to gross receipts, contracts, accounts receivable and individual category revenues in accordance with Generally Accepted Accounting Principals (GAAP).

9.2 Inspection of Accounts and Records

All Concessionaire's books and records in relation to its concession at the Airport shall be open for inspection by the authorized representatives of Sponsor at reasonable times during business hours upon request. Concessionaire shall maintain such records for five (5) years after the Term of this Agreement, as may be extended. Sponsor may at any time conduct an audit of the books and records. Should said audit reflect a shortfall in any percentage payment, Concessionaire shall pay the shortfall immediately upon demand by Sponsor.

9.3 Produce Accounts and Records for Special Audit

Within sixty (60) days after receipt of a written request from the Sponsor for a Special Audit, Concessionaire shall provide the books of account requested by the Sponsor. If the books of account and records are kept at locations other than the Airport, Concessionaire shall

arrange for them to be brought to the offices of the auditors for Sponsor for to conduct the audits and inspections as set forth in this Article, or Concessionaire may at its option transport the Sponsor audit team to Concessionaire's headquarters for purposes of undertaking said audit. In such event, Concessionaire shall pay costs of transportation for the Sponsor's audit team.

There may be no limitation in the scope of the examination that would hinder the Sponsor in testing the accuracy and completeness of the reported revenue. Failure to maintain books of accounts and records as defined in Article 9.1 herein or a scope limitation that hinders testing the accuracy and correctness of reported revenue shall be deemed to be a material breach of this agreement. Concessionaire shall have thirty calendar days to comment in writing on the Special Audit report. Failure of Concessionaire to submit such written comments shall constitute acceptance of the Special Audit report as issued.

9.4 Audit Shortfall

If said audit reflects a shortfall in percentage payments in an amount, which is more than two percent (2%) of the percentage payments due on any monthly period, or one and one-half percent (1.5%) in any annual period, then Concessionaire shall immediately pay the shortfall plus the cost of the audit.

ARTICLE 10 **NET AGREEMENT**

This Agreement is net to Sponsor. Concessionaire is responsible for all the costs of all utilities, taxes and assessments of any nature whatsoever incurred on or assessed against the Leased Premises during the Term of this Agreement. Sponsor is authorized to sub-meter or reasonably allocate costs for any utilities and trash removal furnished by Sponsor or not separately metered to Concessionaire and to assess Concessionaire an equitable and commercially reasonable basis for Concessionaire's share of real property taxes or assessments that might be payable on Airport property. Concessionaire will promptly reimburse Sponsor for these costs. Concessionaire will promptly pay bills all separately metered utilities.

ARTICLE 11 **OBLIGATIONS OF CONCESSIONAIRE**

11.1 Operational Standards

During the Term of this Agreement, Concessionaire shall meet and maintain the following minimum operational standards:

- A. Food and Beverage Standard. Provide and maintain a standard of service and food, beverage, and merchandise quality with value equal to or better than comparable high-quality food and beverage operations within the culinary industry.

- B. Taxes. Promptly pay all taxes or assessments levied against its leasehold interest in the Premises, its leasehold improvements, equipment, and personal property, and its operations under this Agreement, and sales, use or similar taxes levied or assessed on any payments made by Concessionaire hereunder.
- C. Liens. Not permit, and take immediate steps to remove, any liens placed against Premises and/or property of Concessionaire used in its operation at the Airport.
- D. Restoration of Premises. At its sole cost and expense, restore to the original new condition, ordinary wear and tear excepted, any area of the Premises modified during the Term of this Agreement. This provision includes restoration of Airport property resulting from removal, alteration, reconfiguration, or any modification accomplished by or for Concessionaire and necessary for proper housekeeping of the Premises throughout the term hereof or at expiration, cancellation, forfeiture, or other termination of this Agreement. Restoration shall include damage to terminal infrastructure and utilities outside of Premises if caused by Concessionaire.
- E. Garbage and Waste. Provide and pay for the proper sanitary handling and daily removal of all trash, garbage, waste materials, and other refuse resulting from its operation. Concessionaire shall cause its agents and employees to use proper waste receptacles for accumulated waste. Concessionaire shall take all steps reasonable and necessary to completely bag and enclose all food stuff products and not to leave same exposed, even in outside garbage receptacles, it being acknowledged by the parties hereto that garbage consisting of food stuffs can be a health menace and can lead to infestation by rodents or pests. In the event Sponsor in its reasonable judgment determines that the disposal of and at the Airport in an orderly and proper manner so as not to annoy, disturb or offend the public and others on Airport premises. The public shall be given the highest consideration in matters affecting the operation and the use of Airport premises.
- G. Maintenance Responsibilities. The Concessionaire shall, continuously during the Term hereof, at the Concessionaire's sole cost and expense, keep the Leased Premises, all furniture, fixtures, equipment, and apparatuses, and every part thereof, in good condition and repair, and in compliance with applicable laws, including the replacement of any facility or equipment of the Sponsor used by the Concessionaire which requires replacement by reason of the Concessionaire's use thereof, minus ordinary wear and tear. In addition, if it becomes reasonably necessary during the term of this Agreement, as determined by the Sponsor, the Concessionaire will, at its sole expense, redecorate and paint fixtures and the interior of the Leased Premises and the improvements thereon, and replace fixtures, worn carpeting, curtains, blinds, drapes, or other furnishings.

Without limit, Concessionaire shall be solely liable for the facade of the Leased Premises including the external face, all windows and display areas, and all finishes. Concessionaire's compliance obligations shall include, without limitation, the obligation to repair and maintain the Leased Premises (including Concessionaire's

Work), regardless of the relationship of the cost of curative action to the concession fee under this Agreement, the length of the then remaining term, the relative benefit of the repairs to Concessionaire or Sponsor, the degree to which curative action may interfere with Concessionaire's use or enjoyment of the Leased Premises, the likelihood that the parties contemplated the particular requirement involved, or the relationship between the requirement involved and Concessionaire's particular use of the Leased Premises. Within the context of this Article, no occurrence or situation arising during the Term, nor any present or future requirement, whether foreseen or unforeseen, and however extraordinary, shall relieve Concessionaire of its obligations, nor give Concessionaire any right to terminate this Agreement in whole or in part or to otherwise seek redress against the Sponsor.

Sponsor at its own discretion will assess all situations to determine if a joint effort between the Concessionaire and Sponsor should be negotiated. Concessionaire understands that all joint efforts in maintaining the Premises in "good order" is an exception and not the rule of this Agreement.

H. Utilities. Concessionaire shall be responsible for the modification and maintenance of all utility services in the Leased Premises. This shall include any janitor services, power, gas, telephone, electricity, water, sewer, and other utility services that are contained within the Concessionaire's Leased Premises or outside the Leased Premises if impacted by Concessionaire's operation. Subject to Article 15.2, Concessionaire shall, at its expense, furnish, install, and maintain any ductwork, plumbing, electrical wiring, and other connections within or leading into or out of the Leased Premises. Should improvements beyond the Leased Premises require repair or replacement, due to damage caused by the use, or previous use by Concessionaire, Concessionaire will be responsible for those repairs or replacements. Concessionaire's premises shall comply with all federal, state, and local building, environmental and fire codes, and regulations.

I. Failure to Maintain or Repair. If Concessionaire refuses or neglects to undertake the prompt maintenance, repair, code, or regulation compliance, or replacements requested by the Sponsor that is Concessionaire's responsibility under this Agreement, the Sponsor shall have the right to make such repairs on behalf of and for Concessionaire. Such work shall be paid for by Concessionaire within ten (10) days following demand by the Sponsor for the funds which were expended. If the work is performed by a contractor hired by the Sponsor, the Sponsor shall be reimbursed by Concessionaire for the Sponsor's actual cost.

J. Annual Repairs and Refurbishment. Concessionaire shall repaint or refinish, at Concessionaire's own cost, high traffic areas subject to greater-than-normal wear on a schedule to be specified by Concessionaire, or as directed by the Sponsor, if Concessionaire fails to specify a reasonable refurbishment schedule. All Concessionaire improvements, and other furnishings that become worn, chipped, dented, or gouged, shall be repaired, or replaced by Concessionaire at Concessionaire's sole expense.

K. Mid-term Refurbishment. Concessionaire agrees to upgrade and refurbish the Leased Premises on or before the commencement of the third (3rd) Agreement Year in a manner acceptable to the Sponsor to maintain an attractive and inviting appearance to customers. Concessionaire shall submit to the Sponsor a schedule of refurbishment for Sponsor approval before starting any work, which shall include painting and repair attributable to ordinary wear and tear, and replacement of furniture, trade fixtures and equipment. Should the Sponsor and Concessionaire mutually agree that the facilities at the mid-term point do not require additional investment, the Sponsor and Concessionaire agree that the funds could be used for other food and beverage concession related purposes.

L. Public Traffic Areas. Concessionaire, its agents, employees, or suppliers, shall not block any areas used for ingress or egress by Airport traffic unless required in an emergency, and further, shall not interfere with the activities of Sponsor, its agents or employees, or any Airport tenant.

11.2 Quality Assurance Audits

The Sponsor may conduct the following regular concession performance inspections ("Quality Assurance Audits") to ensure compliance with all the standards of operation set forth in this Agreement:

- A. The Sponsor may, in its discretion, review each of Concessionaire's concession operations for quality assurance at any time and shall endeavor to do so on a quarterly basis.
- B. The Sponsor shall document all Quality Assurance Audits on a Quality Standards Performance form. All Quality Assurance Audits shall, at a minimum, focus on, but not be limited to, the following:
 - 1) Premises - General upkeep, signage, pricing, maintenance, equipment, and cleanliness.
 - 2) Products - Delivered as represented, taste and attractiveness.
 - 3) Personnel - Professionalism, appearance, customer service, receipts provided and activity.
- C. The Sponsor shall provide Concessionaire with written results of the Quality Assurance Audits. Where deficiencies in performances are noted, the Sponsor shall provide Concessionaire with fifteen (15) days to correct all deficiencies noted in the Quality Assurance Audits. Concessionaire shall promptly notify the Sponsor of the corrections as completed or request additional time to correct outstanding items where the Sponsor determines progress has been made by Concessionaire, to correct such deficiencies.

- D. In the event Concessionaire fails to correct the deficiencies noted in any Quality Assurance Audit as provided in a timely manner, in this Section, the Sponsor may elect to take action in correcting the deficiency and charge Concessionaire for any incurred costs.

ARTICLE 12

DEFAULT BY CONCESSIONAIRE

12.1 Default by Concessionaire

The occurrence of any of the following events shall constitute a default by Concessionaire:

- A. Concessionaire's failure to pay the concession fee or any other sums payable hereunder, and if such failure shall continue for a period of fifteen (15) days after written notice from the Sponsor to Concessionaire.
- B. Concessionaire's failure to provide and maintain current security bond or irrevocable letter of credit as required herein, and if such failure shall continue for a period of thirty (30) days after written notice from the Sponsor to Concessionaire.
- C. Concessionaire's failure to provide and maintain all certificates of insurance as required herein, and if such failure shall continue for a period of thirty (30) days after written notice from the Sponsor to Concessionaire.
- D. Concessionaire's failure to observe, keep or perform any of the other terms, covenants, agreements or conditions of this Agreement or in the Airport Rules and Regulations, and if such failure shall continue for a period of thirty (30) days after written notice from the Sponsor to Concessionaire.
- E. The bankruptcy of Concessionaire.
- F. An assignment by Concessionaire for the benefit for creditors.
- G. A receiver or trustee being appointed for Concessionaire, or a substantial portion of Concessionaire's assets and the receivership is not set aside within 30 days after such appointment.
- H. Concessionaire's voluntary petitioning for relief under, or otherwise seeking the benefit of, any bankruptcy, reorganization, and arrangement or insolvency law and said proceeding is not dismissed, discontinued, or vacated within 30 days.
- I. Concessionaire's allowing any kind of a lien to be placed on any property of Sponsor or attempting to pledge its interest hereunder.

- J. Concessionaire's interest under this Agreement being sold under execution or other legal process.
- K. Concessionaire's interest under this Agreement being modified or altered by any unauthorized assignment or subletting or by operation of law.
- L. Any of the goods or chattels of Concessionaire used in, or incident to, the operation of Concessionaire's business in the Premises being seized, sequestered, or impounded by virtue of, or under authority of, any legal proceeding.
- M. Concessionaire's failure to cooperate with any environmental laws, programs or audits promulgated by Sponsor or applicable regulatory agencies which may be revised from time to time, and if such failure shall continue for a period of 30 days after written notice from Sponsor to Concessionaire.

12.2 Remedies

In the event of any of the foregoing events of default, Sponsor, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which shall not be deemed to preclude the exercise of any others herein listed or otherwise provided by statute or general law at the same time or in subsequent times or actions:

- A. Terminate Concessionaire's rights under the Agreement and bar Concessionaire's entry on Airport premises and enter into a new concession agreement for such concession fees and under such terms and conditions as Sponsor may deem best under the circumstances for the purpose of reducing Concessionaire's liability. Sponsor shall not be deemed to have thereby acquiesced, and Concessionaire shall remain liable for all concession fees or other sums due under this Agreement and for all damages suffered by the Sponsor because of Concessionaire's breach of any of the covenants of the Agreement.
- C. Declare this Agreement to be terminated, ended and null and void, whereupon all right, title and interest of Concessionaire shall end.

12.3 Additional Provisions

No action under this Article by the Sponsor shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to Concessionaire, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any concession fees or other monies due to the Sponsor hereunder or of any damages accruing to Sponsor by reason of the violations of any of the terms, provision and covenants herein contained. Sponsor's acceptance of concession fees or other monies following any event of default hereunder shall not be construed as Sponsor's waiver of such event of default. No forbearance by Sponsor of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance

by Sponsor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other violation or default. Legal actions to recover for loss or damage that Sponsor may suffer by reason of termination of this Agreement or the deficiency from any reletting as provided for above shall include the expense of repossessions or reletting and any repairs or remodeling undertaken by Sponsor following repossession.

ARTICLE 13

WAIVER OF JURY TRIAL

The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Agreement, the relationship of Sponsor and Concessionaire, Concessionaire's use, or occupancy of the Premises and/or building, and/or claim or injury or damage. In the event Sponsor commences any proceeding to enforce this Agreement or the Sponsor/Concessionaire relationship between the parties or for nonpayment of concession fees (of any nature whatsoever) or additional monies due Sponsor from Concessionaire under this Agreement, Concessionaire will not interpose any counterclaim of whatever nature or description in any such proceedings. In the event Concessionaire must, because of applicable court rules, interpose any counterclaim or other claim against Sponsor in such proceedings, Sponsor and Concessionaire covenant and agree that, in addition to any other lawful remedy of Sponsor, upon motion of Sponsor, such counterclaim or other claim asserted by Concessionaire shall be severed out of the proceedings instituted by Sponsor and the proceedings instituted by Sponsor may proceed to final judgment separately and apart from and without consolidation with or reference to the status of each counterclaim or any other claim asserted by Concessionaire.

ARTICLE 14

TIME OF THE ESSENCE

Time is of the essence of this Agreement; and in case Concessionaire shall fail to perform the covenants or conditions on its part to be performed at the time fixed for the performance of such respective covenants or conditions by the provisions of this Agreement, Sponsor may declare Concessionaire to be in default of such Agreement, excepting unavoidable delays beyond the control of Concessionaire.

ARTICLE 15

ALTERATIONS AND IMPROVEMENTS

The Parties recognize the value, necessity, and importance of maintaining the food and beverage facilities in well-kept conditions with an attractive decor and aesthetic presentation. Concessionaire shall not make any alterations or improvements to any real or tangible personal property of the Sponsor's property without the prior written consent of the Sponsor which may be withheld at Sponsor's sole discretion.

Sponsor will provide a professionally cleaned Premise prior to the Concessionaire occupying the Premise, which includes hood cleaning, fire suppression inspection, fixture replacements for restrooms, ceiling lighting, proper electrical outlets, and switches. Concessionaire shall inspect the Premise to ensure prior to occupying.

15.1 General

Concessionaire shall make no alterations, additions, improvements to, or installations on the Leased Premises under this Agreement without the prior written approval of the Sponsor. Any such alterations or improvements shall be without cost to the Sponsor. The ultimate control over the quality and acceptability of the Improvements (Sponsor Improvements and Concessionaire Improvements, each defined hereinafter) to the Leased Premises will be retained by the Sponsor. Design of the Leased Premises shall require the review and written approval of the Sponsor at the 30%, 60% and 90% tenant design construction drawings prior to any installation.

15.2 Structures and Fixtures

Concessionaire shall design, erect, construct and install all fixtures, furnishings, carpeting, decorations, finishings, equipment, counters, or other necessary alterations required for its operation under this Agreement. Concessionaire shall complete all alterations and repairs at its sole cost and expense unless the parties hereto mutually agree to share a cost and notice is provided in writing by the Sponsor. All construction shall be in conformity with the Sponsor's work authorization letter, and in conformity with the approved plans and specifications submitted by the Concessionaire and shall meet all applicable local building codes and ordinances as well as all other laws. Concessionaire shall submit complete plans and specifications to the Sponsor, and prior to commencing any construction work, obtain the Sponsor's written approval of said plans and specifications as contained in this Agreement. Concessionaire shall make no change or alteration in the plans and specifications without prior written approval of the Sponsor. In the event Concessionaire fails to submit plans and specifications which meet the approval of the Sponsor within thirty (30) days after the execution of this Agreement, the Sponsor may suspend this Agreement. In the event of any of the following, the parties will negotiate in good faith for a reasonable extension of time: (1) acts of nature occurring after the date of execution hereof which directly affect the Leased Premises, including without limitation fire, floods, tropical storms, and other such occurrences; or (2) labor disputes, including without limitation, strikes, slowdowns, and other similar occurrences; or (3) delays in obtaining approvals from Sponsor; or (4) action or inaction of governmental authorities that prevents or delays Concessionaire from obtaining appropriate permits or approvals necessary in connection with the construction or operation of the Leased Premises. Discarded furniture and other materials associated with demolition or construction work shall be removed from airport property, not deposited in common waste areas. Sponsor shall provide utilities up to or within a maximum of six (6) feet from the demising line of the Leased Premises. Should utilities or other improvements beyond six feet require repair or replacement due to damage caused by previous use by Concessionaire, Concessionaire will be responsible for those

repairs or replacements, but the cost cannot be counted as part of Concessionaire's Capital Investment Commitment.

ARTICLE 16

TITLE TO IMPROVEMENTS

All improvements made to Premises by Concessionaire shall be and remain the property of Concessionaire until the expiration or earlier termination of this Agreement, at which time said improvements, shall become the property of Sponsor. Notwithstanding anything to the contrary in this Agreement, all equipment, trade fixtures, materials, and supplies of Concessionaire ("Trade Fixtures") remain the property of Concessionaire unless Concessionaire shall fail to remove the Trade Fixtures within twenty (20) days following the expiration or earlier termination of this Agreement and provided Concessionaire is not in default under the Agreement. It is further provided Concessionaire must exercise care in the removal of said Trade Fixtures and that Concessionaire repairs any damage to the premises caused by said removal. Failure on the part of the Concessionaire to remove its Trade Fixtures within twenty (20) days following termination shall constitute a gratuitous transfer of title thereof to Sponsor for whatever disposition is deemed to be in the best interest of Sponsor. Any costs incurred by Sponsor in the disposition of such Trade Fixtures shall be borne by Concessionaire.

ARTICLE 17

TAXES, PERMITS, LICENSES

Concessionaire shall maintain in force all licenses, permits and other certificates required by federal, state, county, or municipal authorities for its operation under the terms of this Agreement. Concessionaire shall bear, at its own expense, all costs of operating its equipment and business, including any applicable sales taxes, as well as all other taxes assessed against food and beverage operations, furnishings, equipment or stocks of merchandise and supplies and shall obtain and pay for all permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at the Airport.

ARTICLE 18

INSURANCE

Concessionaire shall, at its expense, continuously during the term of this Agreement, retain the following insurance coverages and limits:

- A. Commercial General Liability insurance, including broad form contractual liability insurance, products/completed operations, independent contractor, and broad form property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

- B. Commercial Umbrella or Excess Liability Insurance with a limit of not less than two million Dollars (\$2,000,000) aggregate. Sponsor and its Board of Directors shall be named as additional insured with right of notice in the policy.
- C. Liquor Liability, if applicable, occurring on or in any way related to the Premises or occasioned by reason of the operations of Concessionaire combined single limit of not less than two million dollars (\$2,000,000).
- D. All Risk Property Insurance, including flood or earthquake, on all equipment and improvements now or hereafter located upon the Premises in an amount equal to the replacement cost of such improvements. Said insurance shall contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder. Concessionaire agrees to personally assume total responsibility for any damage, destruction or theft of its displays and equipment which may occur from Concessionaire's operations. Concessionaire agrees that Sponsor shall not be responsible for any damage or losses incurred by Concessionaire from its operations at the Airport.
- E. Workers' Compensation insurance as required by law or letter of exemption stating thereon the reason for the exemption.

The certificates of insurance evidencing the foregoing coverage shall contain a certification that the policy cannot be canceled or changed in any manner which might adversely affect Sponsor, without thirty (30) days prior written notice to the Sponsor. They shall also state that coverage required by this Agreement has been endorsed to include Sponsor as an additional insured.

Concessionaire agrees to procure such other insurance in amounts and containing provisions as the Sponsor may reasonably require from time to time in its discretion. All such insurance shall be carried in solvent insurance companies authorized to do business in the State of Maine and approved by Sponsor.

Concessionaire's failure to provide and maintain current, all Certificates of Insurance required pursuant to this Article shall constitute a default by Concessionaire.

ARTICLE 19

INDEMNIFICATION

Concessionaire agrees to protect, defend, reimburse, indemnify and hold Sponsor, its agents, employees and appointed officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from Sponsor by reason of any damage to property or the environment, including any contamination of Airport property such as the soil or storm water by fuel, gas, chemicals or other substances deemed by the EPA to be environmental contaminants at the time this Agreement is executed or as may be redefined by the appropriate regulatory agencies in

the future, or bodily injury (including death) incurred or sustained by any agent or employee, and any third party whomsoever, or any governmental agency, arising out of or incident to or in connection with Concessionaire's performance under this Agreement, Concessionaire's use or occupancy of the Premises, Concessionaire's acts, omissions or operations hereunder or the performance, nonperformance or purported performance of Concessionaire or any breach of the terms of this Agreement. Provided, however that Concessionaire shall not be responsible to the Sponsor for all claims, liability, expenses, losses, costs, fines, and damages (including attorney fees) and causes of action occasioned solely by any gross negligent or willful misconduct of the Sponsor, its agents, employees, officers, representatives, and contractors. Concessionaire recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges that it is an express condition of this Agreement. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements as attached hereto shall not relieve Concessionaire of its liability or obligation to indemnify Sponsor as set forth in this Article.

ARTICLE 20

DAMAGE OR DESTRUCTION

20.1 Obligation to Restore Premises

Concessionaire hereby assumes full responsibility for the character, acts, and conduct of all its agents, employees, officers, representatives, contractors, invitees, or any person admitted to the Premises by or with the actual or constructive consent of Concessionaire and acting for or on behalf of Concessionaire. If the Premises, or any part thereof, or any other Airport facilities, during the Term of this Agreement or any extension thereof, shall be damaged by the act, default, or negligence of Concessionaire, or of Concessionaire's Members, agents, employees, officers, representatives, or contractors, Concessionaire shall at its sole cost and expense restore said Premises to the condition existing prior to such damage.

20.2 Right to Enter and Restore

If Concessionaire fails, within reasonable time to commence restoration of the said Premises as required above, Sponsor shall have the right to enter the Premises and perform the necessary restoration, and Concessionaire hereby expressly agrees that it shall fully assume and be liable to Sponsor for reimbursement of the costs. Reimbursement costs shall be due and payable within sixty (60) days following the Sponsor's invoicing.

20.3 Fire or Other Casualty

Notwithstanding the foregoing, at any time during the term of this Agreement or any extension thereof except as otherwise provided in Article 20.5 below, should the improvements constructed by or for Sponsor or Concessionaire upon the Premises be damaged or destroyed in whole or in part by fire or other casualty, Concessionaire shall give prompt notice in writing to Sponsor, and Concessionaire, may, subject to prior written

approval of Sponsor, repair, replace and the same to the satisfaction of Sponsor. Such repairs, replacements or rebuilding shall be made by Concessionaire at Concessionaire's sole cost and expense, in accordance with Sponsor's requirements; provided that, prior to commencing construction, Sponsor may require Concessionaire to furnish a performance and payment bond and builder's risk insurance, all of which shall be in such amounts and in such form as shall be acceptable to Sponsor in its sole discretion. Upon compliance with the foregoing, and after settlement shall have been made with the insurance company or companies and said proceeds of such insurance policy or policies shall have been paid jointly to Concessionaire and Sponsor, Concessionaire shall commence such repair, replacements, or rebuilding within a reasonable time and shall continue such work with reasonable diligence until completion.

20.4 Insurance Proceeds

Upon receipt by Concessionaire of the proceeds of any insurance policy or policies, the proceeds shall be deposited in an escrow account approved by Sponsor so as to be available to pay for the cost of such repair, replacement, or rebuilding. Such proceeds shall be disbursed during construction to pay the costs of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, Concessionaire shall pay any additional sums required into said escrow account. If the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be remitted to Concessionaire.

20.5 Right to Cancel

Should the improvements on the Premises be damaged or destroyed in whole or in part by fire or other casualty, Concessionaire, may, subject to approval by Sponsor at its sole discretion, be relieved of the obligation to repair, replace, or rebuild the same and have the right to cancel this Agreement. In such event, Concessionaire shall provide Sponsor written notice within thirty (30) days after the date of any such damage or destruction and, upon approval by Sponsor, this Agreement shall terminate, and the insurance proceeds received or receivable under any policy of insurance shall be paid to and retained by Sponsor. All fees payable under this Agreement shall be prorated and paid to the date of such termination. The receipt and acceptance of insurance proceeds by Sponsor under this Article 20.5 will relieve Concessionaire from any responsibility to restore the Premises to their former condition, and Concessionaire further waives any claim against Sponsor for damages or compensation, should this Agreement be so terminated.

20.6 Termination Upon Destruction or Other Casualty

Except as otherwise provided in this Agreement, in the event that the Premises or any part thereof shall be destroyed or damaged in whole or part by fire, water, or any other cause, or if any other casualty or unforeseen occurrence shall likewise render the fulfillment of this Agreement by Sponsor impossible, then thereupon this Agreement shall terminate and Concessionaire shall pay fees for said Premises only up to the time of such termination,

and Concessionaire shall hereby waive any claim for damages or compensation should this Agreement be so terminated.

ARTICLE 21

RULES AND REGULATIONS

Concessionaire shall at all times comply with applicable Federal, State, and local laws and regulations, Airport Rules and Regulations, all applicable health rules and regulations, and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, Sponsor or Airport Management including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations, fire codes and any other operational matters related to the operation of the Airport. This shall include, but not be limited to, Concessionaire precluding its employees, agents, customers, or invitees from entering upon any restricted area of the Airport as noted in procedures, rules or regulations of Sponsor or the Department of Homeland Security. In addition to other remedies provided hereunder, any violation of Airport or Department of Homeland Security procedures regarding security shall subject Concessionaire to an administrative Call Out payment of \$100.00 (in consideration for the administrative processing required by Sponsor to process and to respond to a violation). This amount must be paid by Concessionaire within ten (10) days of receipt of written notice by the Sponsor.

ARTICLE 22

ENVIRONMENTAL REGULATIONS

Notwithstanding any other provision of this Agreement, Concessionaire acknowledges that certain properties and use of properties within the Airport are subject to environmental regulations. Concessionaire agrees to observe and abide by said regulations as applicable to its use of the Airport, and in addition to any and all other Agreement requirements, and any other covenants and warranties herein, Concessionaire hereby expressly warrants, guarantees, and represents to Sponsor, upon which Sponsor expressly relies, that Concessionaire is aware of federal, state, regional and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Concessionaire of its operations pursuant to or upon the Premises. Concessionaire expressly represents, covenants, warrants, guarantees, and agrees that it shall comply with all applicable federal, state, regional and local laws, regulations and ordinances protecting the environment and natural resources including, but not limited to, the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("Superfund") and all rules and regulations promulgated or adopted thereunder as same may from time to time be amended. Concessionaire further expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all state and local laws, ordinances, rules, and regulations protecting the environment. Concessionaire agrees to keep informed of future changes in the existing environmental laws.

Concessionaire hereby expressly agrees to indemnify and hold Sponsor harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by, Concessionaire's failure to comply with any and all applicable federal, state and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Concessionaire agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

ARTICLE 23

FEDERAL AVIATION ADMINISTRATION

This Agreement may be subject to review and approval by the Federal Aviation Administration (FAA). If the FAA objects to any portion of the Agreement, the Parties will negotiate to resolve any FAA objection(s).

ARTICLE 24

AMERICANS WITH DISABILITIES ACT

Concessionaire shall comply with the requirements of "The Americans with Disabilities Act" (ADA) as published in the Federal Register, Volume 56, No. 144 and the State of Maine Accessibility Requirements Manual (ARM).

ARTICLE 25

AFFIRMATIVE ACTION

Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Concessionaire assures that it will require that its covered sub organizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ARTICLE 26

NONDISCRIMINATION

Concessionaire, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that Concessionaire shall use the Airport Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in

Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

In the event of breach of any of the above nondiscrimination covenants, Sponsor shall have the right to terminate the Agreement and to re-enter into a new agreement as if said Agreement had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, part 21 are followed and completed, including exercise or expiration of appeal rights.

ARTICLE 27

DISADVANTAGED BUSINESS ENTERPRISE

Concessionaire shall comply with Sponsor's approved Airport Concession Disadvantaged Business Enterprise (ACDBE) program submitted in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Office of the Secretary, Part 23, Participation by DBE programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said regulations may be amended. Further provided, that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any contract, including subcontracts, covered by 49 CFR Part 23 on the grounds of race, color, national origin or sex. Concessionaire shall make good faith efforts to attain the goal of DBE participation of five percent (5%) as set by the Sponsor for this Agreement from the use of DBE certified vendors and suppliers.

Concessionaire will inform the Airport Sponsor what ACDBEs will be used in providing the services described. Concessionaire agrees that within sixty (60) days after the expiration of each calendar quarter during the term of this Agreement, it will provide a report to the Airport, in a form acceptable to the Sponsor, describing the gross receipts of each such ACDBE (and each substitute ACDBE obtained) or the dollar value of other goods and services purchased by the Concessionaire from each such ACDBE, in each case calculated in accordance with the requirements outlined in 49 CFR Part 23.

Concessionaire agrees that it will also submit within the same period described in (a) above a report to the Sponsor, in a form acceptable to the Sponsor, describing the Concessionaire's total gross receipts for the entire contract, or in the case of a rental car concession, the total dollar value of vehicles and other goods and services purchased by the Concessionaire.

Concessionaire will have no right to terminate an ACDBE for convenience without the Sponsor's prior written consent. If an ACDBE is terminated by the Concessionaire with the Sponsor's consent or because of the ACDBE's default, then the Concessionaire must make a good faith effort, in accordance with the requirements of 49 CFR Part 23.25 (e)¹ (iii) and (iv) and 49 CFR Part 26.53 to find another ACDBE to substitute for the original ACDBE to perform the same estimated gross receipts) or in the case of a rental car concession, to sell the same amount of vehicles and other goods and services) under the contract as the ACDBE that was terminated. The Concessionaire's breach of its obligations above shall be

a default by the Concessionaire and shall entitle the Sponsor to exercise all its contractual and legal remedies, including termination of this Agreement.

ARTICLE 28

PROPERTY RIGHTS RESERVED

This Agreement shall be subject and subordinate to all the terms and conditions of any instruments and documents under which Sponsor acquired the land or improvements thereon, of which said food and beverage locations are a part and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Concessionaire understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between Sponsor and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity. Sponsor warrants and represents that, as of the date hereof, there are no instruments, documents or other restrictions described in this Article 28 which could operate to restrict, impair or prohibit Concessionaire's ownership and operation of a restaurant in compliance with this Agreement. Sponsor will provide written notice to Concessionaire of the imposition hereafter of any restrictions or other provisions which could operate to restrict, impair or prohibit the operation of such restaurant by Concessionaire.

ARTICLE 29

SUBORDINATION OF BOND RESOLUTION

This Agreement and all rights of Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by Sponsor to secure Bond financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Bond Resolution authorizing the issuance of Bonds by Sponsor. Sponsor may amend or modify the Bond Resolution or make any change thereto that does not materially adversely affect Concessionaire's rights under this Agreement. Conflicts between this Agreement and the Bond Resolution shall be resolved in favor of the Bond Resolution. Sponsor warrants and represents that, as of the date hereof, there are no terms or provisions in such agreements, assignments or resolutions described in this Article 29 which could operate to restrict, impair or prohibit Concessionaire's ownership and operation of a restaurant in compliance with this Agreement.

ARTICLE 30

SUBORDINATION TO FEDERAL AGREEMENTS

This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the Sponsor acquired the land or improvements thereon and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Concessionaire understands and agrees that this Agreement

shall be subordinate to the provisions of any existing or future agreement between Sponsor and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Sponsor warrants and represents that, as of the date hereof, there are no terms or provisions in such agreements, assignments or resolutions described in this Article 29 which could operate to restrict, impair or prohibit Concessionaire's ownership and operation of a restaurant in compliance with this Agreement.

ARTICLE 31

EMINENT DOMAIN

In the event the United States of America or the State of Maine shall, by exercise of the right of eminent domain or any other power, acquire title in whole or in part of the Airport, including any portion assigned to Concessionaire, Concessionaire shall have no right of recovery whatsoever against Sponsor but shall make its claim for compensation solely against the United States of America or the State of Maine, as the case may be.

ARTICLE 32

PERSONAL PROPERTY

Any personal property of Concessionaire or of others placed in the Premises shall be at the sole risk of Concessionaire or the owners thereof, and Sponsor shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and Concessionaire hereby waives all rights of subrogation or recovery for such damage, destruction, or loss.

ARTICLE 33

ASSIGNMENT AND SUBLETTING

Concessionaire shall not assign or subcontract this Agreement, either in whole or in part, without prior written consent of Sponsor which consent may be withheld for any reason whatsoever at the sole discretion of Sponsor. No request for, or consent to, such assignment shall be considered unless Concessionaire shall have paid all fees, and charges which have accrued in favor of Sponsor and Concessionaire shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Agreement or as this Agreement may be subsequently amended or modified. Sponsor reserves the right to investigate the financial capacity of the proposed assignee or subcontractor prior to making its decision.

ARTICLE 34

ADDITIONS, ALTERATIONS AND SIGNS

34.1 Alterations or Additions

Concessionaire shall make no alterations or additions to the Premises or leasehold improvements thereon, without the prior written consent of Sponsor.

34.2 Signs

Concessionaire shall not erect and will not allow to be erected on the Premises any advertising, sign or poster or any other advertising device of whatever kind or notice without prior written approval of Sponsor, which may be withheld for any reason whatsoever at Sponsor's sole discretion. Merchandise display and promotional signs within the Premises are exempt from this requirement provided they are in good taste and satisfy the operational, performance and service standards herein.

ARTICLE 35 RELATIONSHIP OF THE PARTIES

Concessionaire is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Sponsor shall in no way be responsible therefor.

ARTICLE 36 RIGHTS RESERVED TO SPONSOR

Rights not specifically granted to Concessionaire by this Agreement are expressly and independently reserved to Sponsor. The Sponsor expressly reserve(s) the right to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute a hazard.

ARTICLE 37 RIGHT OF ENTRY

Sponsor shall have the right to enter the Premises for the purpose of protecting Sponsor's rights and interest, providing for periodic inspection of the Premises from the standpoint of safety and health, and monitoring Concessionaire's compliance with the terms of this Agreement.

ARTICLE 38 RIGHT OF FLIGHT

Sponsor reserves, 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 owned by Sponsor, including the Premises, together with the right to cause in said airspace, such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport.

Concessionaire expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Federal Aviation Regulations, Part 77, or Maine statute.

Concessionaire further expressly agrees for itself, its successors, and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

ARTICLE 39

SURRENDER OF PREMISES

Concessionaire shall surrender up and deliver the Premises to Sponsor upon termination of this Agreement in the same condition as existed at the commencement of this Agreement, ordinary wear and tear excepted. Provided Concessionaire is not in default in the payment of fees and charges required under this Agreement, Concessionaire, at the termination of this Agreement, shall remove all its personal property from the Premises forthwith. Failure on the part of Concessionaire to remove same on the date of termination shall constitute a gratuitous transfer of title thereof to Sponsor for whatever disposition is deemed to be in the best interest of Sponsor. Any costs incurred by Sponsor in the disposition of such personal property shall be borne by Concessionaire.

ARTICLE 40

NO ACCEPTANCE OF SURRENDER

No action by Sponsor or Sponsor's agents or employees during the term of this Agreement shall be deemed an acceptance of the surrender of this Agreement and no acceptance of a surrender shall be valid unless in writing.

ARTICLE 41

GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Maine. Venue for any action brought pursuant to this Agreement shall be in Androscoggin County, Maine. Any action for breach of or enforcement of any provision of this Agreement shall be brought in the Androscoggin County District Court.

ARTICLE 42

ATTORNEY'S FEES AND COSTS

In the event legal action is required hereunder to enforce the rights of the parties pursuant to this Agreement the prevailing party in such action shall be entitled to recover costs and attorney's fees, including appellate fees.

ARTICLE 43

INVALIDITY OF CLAUSES

The invalidity of any portion, article, paragraph, provision, or clause of this Agreement shall have no effect upon the validity of any other part of portion thereof.

ARTICLE 44
QUIET ENJOYMENT

Sponsor covenants that Concessionaire shall and may peaceably and quietly have, hold and enjoy the Premises and all parts thereof for the term hereby granted, subject to the terms and provisions hereof.

ARTICLE 45
MORTGAGE RIGHTS OF LESSEE

Concessionaire may mortgage, pledge, or hypothecate its property and leasehold interest provided Concessionaire as a condition precedent first provides to Sponsor written evidence that the priority right of Sponsor under this Agreement will not be adversely affected by such action.

ARTICLE 46
CORPORATE TENANCY

If Concessionaire is a corporation, the undersigned officer of Concessionaire hereby warrants and certifies to Sponsor that Concessionaire is a corporation in good standing and is authorized to do business in the State of Maine. The undersigned officer of Concessionaire hereby further warrants and certifies to Sponsor that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this Agreement by his or her signature thereto. If there shall occur any change in the ownership of and/or power to vote the majority of the outstanding capital stock of Concessionaire, whether such change or ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of Sponsor, then Sponsor shall have the option to terminate this Agreement upon thirty (30) days' written notice to Concessionaire, furthermore, Concessionaire shall have an affirmative obligation to notify immediately Sponsor of any such change.

ARTICLE 47
NOTICES AND COMMUNICATIONS

All notices or other communications to Sponsor or to Concessionaire pursuant hereto shall be deemed validly given, served, or delivered, upon deposit in the United States mail, certified and with proper postage and certified fee prepaid, addressed as follows:

Sponsor:
Auburn-Lewiston Municipal Airport
80 Airport Drive
Auburn, Maine 04210

Concessionaire:
Danny D. Caron
72 Blackmer St.
Auburn. ME 04210

or to such other address as the addressee may designate in writing by notice to the other party delivered in accordance with the provisions of this paragraph.

ARTICLE 48

FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes, then this Agreement shall thereupon terminate, and Sponsor shall be released and fully discharged from all liability hereunder. In the event of such termination, Concessionaire's obligation to pay a concession fee, rents and other charges shall cease, however, nothing herein shall be construed as relieving Concessionaire from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

ARTICLE 49 WAIVERS

No waiver by Sponsor at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Concessionaire. No delay, failure, or omission of Sponsor to reenter the Premises or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees and charges then or thereafter accrued, shall impair any such right, power, privilege, or option or be construed to be a waiver of any such default or relinquishment thereof, or acquiescence therein. No notice by Sponsor shall be required to restore or revive time as of the essence hereof after waiver by Sponsor or default in one or more instances. No option, right, power, remedy, or privilege of Sponsor shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, power, options, or remedies given to Sponsor by this Agreement are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one (1) right, power, option or remedy by Sponsor shall not impair its rights to any other right, power, option or remedy.

ARTICLE 50 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience in reference and are not intended to specifically define or limit the scope of any provision of this Agreement.

ARTICLE 51 FAMILIARITY AND COMPLIANCE WITH TERMS

Concessionaire represents that it has carefully reviewed the terms and conditions of this Agreement and is familiar with such terms and conditions and agrees to faithfully comply with the same to the extent to which said terms and conditions apply to its activities as authorized and required by this Agreement.

ARTICLE 52 SUCCESSORS AND ASSIGNS

All provisions of this Agreement shall extend to bind and inure to the benefit not only of Sponsor and of Concessionaire, but also their legal representatives, successors, and assigns, provided any assignment receives prior written approval of Sponsor.

ARTICLE 53
MISCELLANEOUS PROVISIONS

All terms and provisions hereof shall be binding upon, and the benefits inure to the parties hereto and their heirs, personal representatives, successors, and assigns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. This Agreement, and instruments of documents relating to same, shall be construed under Maine law. This Agreement may subsequently be amended only by written instrument signed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

AUBURN-LEWISTON MUNICIPAL AIRPORT
BOARD OF DIRECTORS

Signature_____

Name_____

Title_____

Date_____

Witness, as to Sponsor

Signature_____

Name_____

Title_____

THE CHEESY SKILLET, LLC
OWNER

Signature_____

Name_____

Title_____

Date_____

Witness, as to Concessionaire

Signature_____

Name_____

Title_____



The Cheesy Skillet

c'est cheese

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Cover Letter

The Cheesy Skillet has been in the planning stages for a few years with the goal of opening many locations in Maine. Our first location for The Cheesy Skillet will be located in Lewiston/Auburn Municipal Airport located at 80 Airport Dr. Auburn Maine. The Cheesy Skillet will be very creative and aggressive in making this location successful such as: offering catering services, Ghost kitchen options, Grab and Go's, utilizing Grubhub, Doordash, Uber Eats, as well as hosting birthday parties, and offering outside dining in the summer months

We will use the freshest products, offer great service while also being wise to the labor market. With that being said, we will be a counter service restaurant to save on labor cost. The menu will consist of Gourmet Mac and Cheese, Soups, Salads, comfort foods, Gourmet Grilled Cheese sandwich and breakfast skillets and sandwiches along with baked items and coffee.

We will start with minimum hours open to include Tuesday through Saturday 7:00 to 2:00 and increase hours after staff is trained and business increases.

Thank You
Dan Caron

Mission Statement

Our mission is to create a new chain restaurant in Maine with the goal of opening a new location every year or when possible, while serving our community and serving high quality products. Our targeted market are pilots, employees from the L/A airport, passengers of the growing airport, and many area businesses and local residents of Auburn and Poland..

The Business

The Cheesy Skillet has a fully equipped kitchen with all equipment needed to operate a successful restaurant and meet all health codes. It has a dining room with seating capacity for up to 55 guests inside and 60 guests with outside dining. It is located in the Lewiston, Auburn Municipal Airport Industrial park which is located in a very busy business complex with over 15 private owned businesses such as UPS L/A Airport. .

The Cheesy Skillet will also offer catering service which will provide cold and hot foods to employees within the building as well as other surrounding businesses. We will offer children and adults birthday parties We will eventually carry local brewery beer and wine which we will pair with our dishes. We will also offer ServSafe classes . Along with operating a ghost kitchen to serve residential customers using Uber Eats, Door Dash and other delivery services.

Leadership Team

Chef/Owner: Dan Caron

- Certified Teacher for State of Maine 25 years
- Certified ServSafe Instructor and Proctor
- 45 Years of Food Service experience
- CTE Teacher of the Year
- Responsible for designing The Green Ladle it growing it to a self supportive business
- 15 years experience managing multi food service location
- Food Service Manager of the Year for State of Maine
- Chef of the Year for ACF
- Former President of American Culinary Federation (ACF)
- Education;Southern Maine Community College and USM

Leadership Team

Chef Marcel Caron (Consultant)

- 45 Years experience
- 20 Years of Food Service management
- Extensive experience, food cost, budget development
- Food and Beverage Management Certificate
- Education: Husson College, Mid State College,
- Degree in Management and Hospitality
- Holds many certificates from Sodexo's operating companies such as this

Leadership Team

Dustin Caron (General Manager)

Former Blue pinned Police Officer

US Army Vet

Auburn Native

Auburn Business Owner

Owner/ Manager Cheesy Skillet

Leadership Team

Maureen Caron

Graduate of New York Institute of Photography

Business person Previous Restaurant Owner

8 years experience of Dining Room Manager

Lorette Harvey (Accountant)

Lorette is a certified accountant who has many years experience as a food service accountant. She will be taking care of our monthly balance sheets, Sale tax, payroll and year ending taxes

Growth Goals

- Offer community catering service
- Develop relationships with area function facilities and business.
- Offer ServSafe Manager, ServSafe Bartending and ServSafe Dining Room to the community.
- Work with the Career Center to train future Culinarrians within our community.
- Offer Kids and adults birthday parties.
- Establish a delivery service with Uber Eats, Doordash, etc.
- Lease out space for a potential baker and a Ghost Kitchen.
- Open a new branch every year.
- Offer special events such as solo acoustic bands
- Offer paint nights
- Work with Airport management to hold airplane shows
- Implement loyalty rewards
- Add food truck to increase sales
- Offer “meal to go”
- Offer catering
 -

Growth Forecast

	2022	2023	2024
Revenue .	.\$440,000	\$650,000	\$7000,00
Night time meal pick-up	\$ 5,000	\$10,000	\$ 26,000
Catering Services	\$ 30,000	\$90,000.	\$120,000
ServSafe Classes.	\$ 1000	\$3000	\$ 4000
Special functions	\$10,000	\$20,000	\$ 30,000
Ghost Kitchen	\$10,000	\$40,000	\$60,000
Totals	\$486,000	\$	

Marketing and Sales

We will utilize social media advertising such as; facebook and Instagram.

We will create and utilize email list.

We will increase our signage.

We will visit local businesses to promote.

We will develop a web page with ordering online capabilities.

We will utilize delivery companies such as, Doordash and Uber Eats.

Start up cost

.OS system	\$1200
Insurance	\$550
Signs	\$4200
Opening food order	\$5000
Opening supplies	\$700
Opening butane gas	\$1000
Opening cash draw	\$400
smallwear/equipment	\$3000
Soda	\$500
Uniforms	\$350
Quickbooks	\$400
LLC lawlor	\$700
Total	

The Cheesy Skillet

All sandwiches come with a side of our cheese sauce. (gluten free bread add \$1)

Add fresh cut fries \$3

Add small salad for only \$4

Add creamy tomato soup \$5

Add mini Mac & Cheese \$6

Add soup of day \$6

Add cheese potato croquette 3 for \$3

Classic Grilled Cheese \$7

White and yellow Cheddar, and American cheese on sourdough bread

The Mac Attack

Grilled Macaroni and Cheese Sandwich \$9

Our classic macaroni and cheese with cheddar on sourdough

Truffle Melt \$11

Muenster cheese, truffle oil, arugula roasted Red pepper, hummus on garlic bread

Caprese \$10

Sliced fresh Mozzarella, sliced tomatoes, Pesto, Balsamic Glaze

On garlic bread.

Garden Vegetable Melt \$10

Asiago, white cheddar, sautéed baby spinach, roasted red peppers, mushrooms, buttermilk ranch, on onion & garlic bread.

Cheesy Burger Melt (4 ounce fresh ground beef) \$11

Ground beef patty, aged cheese sauce, caramelized onions, and pickles on Sourdough bread

Philly Steak Melt \$13

Our demi glaze Braised beef short ribs, Gouda cheese, roasted red peppers, caramelized onions, Dijon mustard, on Texas toast

BTC \$10

Thick cut smoked bacon, white and yellow cheddar cheese and tomatoes on Sourdough bread

The Cuban \$12

Smoked pulled pork, sweet BBQ sauce, caramelized onions and cheddar cheese on Sourdough bread with a side of cole slaw

Buffalo Chicken \$11

Pepper jack, Cheddar, pulled chicken, cream cheese Franks Red Hot, topped w/ bleu cheese on sourdough

Fresh Lobster \$23

Fresh Maine lobster meat, Monterey Jack cheese, grilled on Sour dough

Salads

Chicken Caesar salad with grilled chicken, fresh made croutons and bacon \$12

Buffalo chicken salad with blue cheese dressing, and croutons \$12

Caprese salad with fresh mozzarella, plum tomatoes, fresh basil and a raspberry balsamic vinaigrette.

Macaroni and cheese

Gluten free pasta add \$1

Classic 5 cheese macaroni and cheese mini mac \$7 regular \$9

With an Asiago light crumb topping, elbow macaroni w/ yellow & white cheddar, Gruyere, smoked Gouda, & Mascarpone.

Pulled pork Macaroni and cheese Mini \$10 Reg \$13

Smoked pork with caramelized onions with a light BBQ sauce with Monster cheese, Gouda, white and yellow cheddar cheese

Braised beef Mac and cheese Mini \$10 Reg. \$14

Our slow braised beef with roasted red peppers, caramelized onions, Muenster, yellow cheddar cheese

Fresh Maine lobster Mac & cheese Mini \$16 Reg. \$23

Maine lobster with our classic mac and cheese topped with our Asiago bread topping

Baxter beer Pork Belly Mac & Cheese Mini \$9 Reg. \$14

Our classic mac & cheese made with our neighbors beer, seared pork belly, caramelized onions

Buffalo Macaroni & cheese Mini \$8 Reg. \$13

Buffalo chicken breast with Gouda, White cheddar, pepper Jack and blue cheese. Topped with ranch dressing

The Big Mac and cheese, pulled pork, braised short ribs and crispy chicken and caramelized onions Mini 10 Reg 16

Appetizers

Fried mac and cheese	\$7
Cheesy potato croquettes (3) with sauce	\$6
fresh breaded Chicken fingers	\$11
Buffalo chicken fingers w/blue cheese dressing	\$12
Italian cheese sticks 4 with marinara sauce	\$8
Fresh cut fries with cheese sauce	\$8

Other sides

<i>Small salad</i>	<i>\$4</i>
<i>Coleslaw</i>	<i>\$3</i>
<i>Creamy tomato soup</i>	<i>\$6</i>
<i>Soup of day</i>	<i>\$7</i>

Children's Menu

Classic Grilled cheese fingers	\$7
<i>W/ dipping cheese sauce and fries</i>	
Grammy's Mini Mac and cheese	\$6
<i>W/ chicken fingers</i>	\$9
Chicken fingers with cheese sauce and fries	\$8

specials

Pork belly

\$12

White cheddar, caramelized onions, and mayo pesto on texas bread

Mexicali Mac and cheese

Mini \$9 Reg. \$13

Our classic Mac & Cheese with beef, taco seasoning, and tomatoes. Topped with nacho chips and sour cream

Catering trays

Serves 10 to 15

Classic Mac & Cheese ½ pan

\$35

Buffalo chicken Mac & Cheese ½ pan

\$49

Mexicali Mac & Cheese ½ pan

\$44

Lobster Mac & Cheese ½ pan

\$70

Pulled Pork Mac & Cheese ½ pan

\$44

Tossed salad w/ dressing and fresh made croutons

\$29

Coleslaw

\$29

Caesar salad w/ croutons

\$29

Caesar salad with chicken and croutons

\$47

Cheesy rolls (by the dozen)

\$15

Tray of assorted sandwich (16 half's)

\$54

24 assorted sliders, Braised short ribs, pulled pork chicken bacon ranch
\$80

Meat Lasagna ½ pan

\$39

Vegetable lasagna ½ pan

\$39

Italian meatballs

\$45

Sweet and sour meatballs

\$45

Breakfast

Create Breakfast skillet

starts \$7 comes with scrambled eggs texas toast and homefries

Bacon	\$2
Sausage	\$2
Salsa	.50
Cheddar cheese	\$1
Blue Cheese	.75
pepper jack cheese	\$1
jalapenos	.50
Tomatoes	.50
sauteed mushrooms	.50
caramelized onions	.50
Baby spinach	.50
Roasted red peppers	.50
Braised short ribs	\$2

Muffins	\$2
coffee cake	\$2
Danish	\$3
forge market bagels w/cream cheese	\$2.50

Breakfast Sandwiches

Cheesy grilled eggs sandwich with bacon or sausage

Breakfast garden sandwich, egg, roasted red pepper, baby spinach, Muenster cheese, mushrooms

forge market bagel sandwich with egg, american cheese and bacon or sausage

Grilled Airplane sandwich - egg, Sausage, bacon, short rib, american cheese, pepper jack cheese

opening order

Caviti pasta	3 cases
Gluten free pasta	1 case
sour dough bread	
Garlic bread	

dairy

eggs	30 doz
arugula cheese	1 bag
muenster cheese	10 pounds
american cheese	1 sleeve
milk	1 case
cheese sauce	3 cases
cooper cheese	1 case
fresh mozzarella	1 case
gouda cheese	1 piece
pepper jack	1 piece
white cheddar	10 pounds
Blue cheese crumble	1 bag
Blue cheese dressing	1 case

meats

thick cut bacon	10 pounds
sausage ?	
pulled pork	2 cases
braised short rib	1 case
fresh chicken tenders	1 case
lobster meat	

produce

shreddard cabbage	
red peppers	5 pounds
onions	25 pounds
mix green	1 case
chopped romaine	1 case
cucumbers	12 count

chef potatoes	50 pounds
plum tomatoes	10 pounds
fresh basil	1 kilo
russet potatoes	50 pounds
baby spinach	1 case
mushroom	1 case
Home fries	1 case

other

single Oj	2 cases
hummus	1 piece
truffle oil	1 qt
salt	1 case
White pepper	1 piece
Onion powder	1 piece
dry basil	1 piece
tabasco sauce	1 piece
Black pepper	1 piece
Crushed garlic	1 piece
cheese sticks	1case
Buffalo sauce red hot	1 case
portion italian dressing	1 case
squeeze ketchup	1 case
maraina sauce	1 case
mayo	1 case
panko crumb	1
liquid butter	1
fry oil	4
balsamic	1 gallon
tomato soup	1 case
white wine	1 case
broken ritz	1 case
pesto	1 tub
coffee creamers	1 case

paper

napkins
soup bowls

bowls for mini mac
bowls for salad
bowls for reg mac and cheese
bowls for small salad
plates for sandwiches
portion cups with covers
coffee cups with lids
stirrers
sugar pks
sweet and low
coffee trays

shaws
sugar 2 bags

soda
Pepsi 20 oz.
3 pepsi
3 diet pepsi
2 Raspberry Iced tea
1 mountain
2 gatorade



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P: (512) 301-0718
F: (512) 301-0770

Proposal Number P-2203-12666
Created Date 3/18/2022
Expiration Date 5/31/2022
Prepared By Alex DeBlaze

Bill To Name Auburn Lewiston Municipal Airport
Bill To 80 Airport Dr
Auburn, Maine 04210
United States

Ship To Name Auburn Lewiston Municipal Airport
Ship To 80 Airport Dr
Auburn, Maine 04210
United States

Product	Line Item Description	Quantity	Sales Price	Total Price
Redbird LD	Stationary, open cockpit, AATD with single pilot controls.	1.00	\$37,900.00	\$37,900.00
C172-S 430/530	Configuration representing a Cessna 172 with steam gauges and a 430/530	1.00	\$0.00	\$0.00
C172-G GFC700	Configuration representing a Cessna 172 with a G1000 and GFC700 Autopilot	1.00	\$0.00	\$0.00
Throttle - Single Engine Vernier (T-M)	Removable Throttle Quadrant for LD/SD/FMX/MX2/MCX	1.00	\$0.00	\$0.00
Yoke (Control Loading) - Center	Removable, control-loaded, standard yoke for LD/SD/FMX/MX2--Provides force-feedback per in flight trim conditions (OPTIONAL)	1.00	\$8,000.00	\$8,000.00
Rudder Pedals (Standard) - Single Pilot	Standard rudder pedals for LD/SD/FMX/MX2/TD Platform - Single Pilot Only	1.00	\$0.00	\$0.00
Corvus	Sync ForeFlight to your Redbird simulator for GPS location data, AHRS data, and ADS-B TIS-B information--OPTIONAL	1.00	\$599.00	\$599.00
LD Seats and Mounting Platform	Pilot and Copilot seats and modified floor for LD customers--OPTIONAL	1.00	\$3,595.00	\$3,595.00
RealNav Professional - Annual Subscription - 4 Cycles	Real-world global information about airports, runways, enroute and terminal waypoints, VHF nav aids, airways, instrument approaches (including WAAS), departure procedures (SIDs), arrival procedures (STARs), and airspace frequencies	1.00	\$495.00	\$495.00
Packaging, Materials and Installation Technicians - Type 1	Packaging, Materials and Labor for installations in the continental United States	1.00	\$1,600.00	\$1,600.00
Shipping and Installation Management - Type 1, Zone 5	Delivery, installation, and operation training provided by Redbird Services	1.00	\$6,150.00	\$6,150.00

Grand Total \$58,339.00

Payment Terms

An initial deposit of \$5834 is required with a signed contract. This initial deposit is fully refundable until 45 days prior to the estimated delivery date. A second deposit of \$11668 is due 30 days prior to the estimated delivery date. The balance is due on installation date.



Total Cost of Redbird Simulator (<i>installed</i>)	\$58,339.00	*
Simulator Cost Per Hour	\$70.00	*
Flight Hours Per Week	20	1040 per year
Gross Revenue Per Year	\$72,800.00	

OPERATING EXPENSES

Cost of electricity (price per kWh)	\$0.12	\$0.14 per hour
Cost of space (rental per sqft/mo)	\$1.00	\$256.00 per month
Service Agreement Rates Per Operating Hour after 1st year	Class B	Class C
Motion Simulator	\$7.50	\$4.50
Non Motion Simulator	\$5.50	\$3.50

Service Agreement Hourly Rate \$7.50

Annual Operating Expense - Year 1	\$3,221.76
Annual Operating Expense - Year 2 and beyond	\$11,021.76

Gross Margin - Year 1	\$69,578.24
Gross Margin - Year 2 and beyond	\$61,778.24

Number of Years to ROI 0.84 *

* Does not take into account the cost of capital



Total Cost of Redbird Simulator (<i>installed</i>)	\$58,339.00	*
Simulator Cost Per Hour	\$60.00	*
Flight Hours Per Week	12	624 per year
Gross Revenue Per Year	\$37,440.00	

OPERATING EXPENSES

Cost of electricity (price per kWh)	\$0.12	\$0.14 per hour
Cost of space (rental per sqft/mo)	\$1.00	\$256.00 per month
Service Agreement Rates Per Operating Hour after 1st year	Class B	Class C
	Motion Simulator	\$4.50
	Non Motion Simulator	\$3.50
Service Agreement Hourly Rate	\$7.50	
Annual Operating Expense - Year 1	\$3,161.86	
Annual Operating Expense - Year 2 and beyond	\$7,841.86	

Gross Margin - Year 1	\$34,278.14
Gross Margin - Year 2 and beyond	\$29,598.14

Number of Years to ROI	1.81 *
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* Does not take into account the cost of capital



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-144, Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0806. Public reporting for this collection of information is estimated to be approximately 6 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required to obtain or retain a benefit under the Bipartisan Infrastructure Law (BIL) (P.L. 117-58). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Instructions for FAA Form 5100-144, Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information

This form is provided to assist airports in completing the submission requirements established in the related Notice of Funding Opportunity published in the Federal Register. The FRN requires requests to be submitted via email. This form lets the FAA process requests more quickly based on uniform information responsive to the FRN. Do not include any Personal Identifiable Information in the open text boxes.

Once the form is complete, save a copy of the form electronically to your files for future reference. Next, scroll to the bottom of the form and choose the “**Submit**” button. That creates a new email message with the PDF attached. Or, as a backup method, you can manually email the form to: 9-ARP-BILAirports@faa.gov.

General Airport Information

Airport Name: Enter the official airport name.

LOCID: Enter the airport's FAA location identifier code.

State Code: Choose the appropriate two letter code for the State, U. S. Territory, Independent Country, or Department of Interior from the drop-down list.

Point of Contact's Name: The Point of Contact (POC) must be the Airport Sponsor.

Point of Contact's Title: Enter the Airport POC's Title.

POC's Phone Number: Enter the Airport POC's phone number and extension number, if any.
Example: (555) 222-4444 ext.158

POC's Email Address: Enter the Airport POC's email address.

Project Overview

Project Type

Choose the project type (Terminal or Tower).

Project Description

In 75 words or less, enter a complete project description.

Target Timeframe for Grant Award and Construction Start

Enter the month and year that grant can be accepted and the project can start.

Project Status

Total (Estimated) Project Cost

Enter most recent cost estimate for the entire project, in whole dollars.

Amount of Funding Requested

Enter amount of funding requested under this program, in whole dollars.

Match Available

Does the Sponsor have matching funds? Choose Yes or No.

Delivery Method

Choose the delivery method (Design/Bid, Design/Build, CM at Risk, Other). If "Other," state the proposed delivery method in the next field.

Bid or Guaranteed Maximum Price (GMP)

Choose whether or not project has been publicly bid. If "No," provide an estimated bid date in the next field.

Phased Project

Choose whether or not the project will be completed over multiple phases. If "Yes," list phase number and total number of phases in the next field.

Do you have a comprehensive financial plan?

Choose Yes or No to indicate if a funding plan for the entire project is currently available.

Is the project on an approved Airport Layout Plan (ALP)?

Choose Yes or No. If "Yes," enter the approval date in the next field.

Is environmental determination complete?

Choose Yes or No. If "Yes," enter the approval date in the next field.

Is airspace approval complete?

Choose Yes, No, or N/A (not applicable). If "Yes," enter the airspace case number in the next field.

Current Enplanements

Enter enplanement number from previous calendar year.

Forecast Enplanements

Based on your most recently approved forecast, provide the enplanement number from the last year of the forecast and provide forecast year.

Existing Square Footage

Provide square footage of existing terminal building or tower.

Proposed Square Footage

Provide anticipated total square footage of terminal building or tower once project is complete.

Is this project phased and/or associated with an approved Bipartisan Infrastructure Law, Airport Improvement Program (AIP) or Passenger Facility Charge (PFC) project?

Choose Yes or No. Choose "Yes" if the project is currently funded by an existing BIL grant, AIP grant or approved under a PFC application. If "Yes," provide project information such as project number (AIP grant number), amount of PFC or AIP funds, approval date of the PFC application, execution date of the grant, etc.

Program Considerations

Check all that apply to your proposed terminal building or tower project. If an item is selected, a narrative must be included describing how the project satisfies the criteria. Address the following areas within character limits defined below.

Terminal and Tower

Increase Capacity and Passenger Access

Check this box if the project will increase capacity and passenger access to the airport. Explain and provide justification in the next field. (Maximum Characters 300)

Replacing Aging Infrastructure

Check this box if the project will replace aging infrastructure that has exceeded its useful life. Explain and provide justification in the next field. (Maximum Characters 300)

Achieves Compliance with Americans with Disabilities Act and Expands Accessibility for Persons with Disabilities

Check this box if the project will expand accessibility for persons with disabilities. Explain and provide justification in the next field. (Maximum Characters 300)

Improves Airport Access for Historically Disadvantaged Populations

Check this box if the project will improve access for Historically Disadvantaged Populations. Explain and provide justification in the next field. (Maximum Characters 300)

Improves Energy Efficiency

Check this box if the project improves energy efficiency for the airport. Explain and provide justification in the next field. (Maximum Characters 300)

Improves Airfield Safety through Terminal or Tower Relocation

Check this box if the project improves airfield safety. Explain and provide justification in the next field. (Maximum Characters 300)

Encourages Actual and Potential Competition

Check this box if the project encourages actual and potential competition. Explain how this objective is met through this project in the next field. (Maximum Characters 300)

Good Paying Jobs

Check this box if the project will create good-paying jobs. Explain and provide justification in the next field. (Maximum Characters 300)

Tower Only

If the project is for a tower, also complete this section of the form.

Project Type. Choose “Airport Owned, FAA Operated” for an airport-owned tower with FAA controllers. Choose “Contract Tower Program” for an airport owned tower in the Federal Contract Tower program.

Siting Study. Has a Siting Study been completed for the Air Traffic Control Tower Project? Choose Yes or No.

Relocating

Check this box if the project will be relocating an existing Air Traffic Control Tower. Explain and provide justification in the next field. (Maximum Characters: 300)

Reconstructing

Check this box if the project will reconstruct a replacement tower in the same location of the existing Air Traffic Control Tower. Explain and provide justification in the next field. (Maximum Characters: 300)

Repairing

Check this box if the project will be a repair of an existing Air Traffic Control Tower. Explain and provide justification in the next field. (Maximum Characters: 300)

Improving Airport Owned Tower

Check this box if the project will add improvements to an existing Air Traffic Control Tower. Explain and provide justification in the next field. (Maximum Characters: 300)

Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information

General

Airport Name:

LOCID:

State Code:

Point of Contact's Name:

Point of Contact's Title:

POC's Phone Number:

POC's Email Address:

Project Overview

Project Type: Terminal Tower

Project Description (75 words or less):

Target timeframe dates: Grant Award:

Construction Start:

Project Status

Total (Estimated) Project Cost:

Amount of Funding Requested:

Match Available: Yes No

Delivery Method (choose one):

Design/Bid Design/Build CM at Risk Other:

Bid or GMP: Yes No. If "No," Estimated bid/GMP date:

Phased Project: Yes No. If "Yes," Phase: of

Do you have a comprehensive financial plan? Yes No

Is the project on an approved ALP?

Yes No. If "Yes," enter the approval date:

Is environmental determination complete?

Yes No. If "Yes," enter the approval date:

Is airspace approval complete?

Yes No N/A.

If "Yes," enter the airspace case number:

Current Enplanements:

Approved Forecasted Enplanements: **Year:**

Existing Square Footage: sq. ft.

Proposed Square Footage: sq. ft.

Is this project phased and/or associated with an approved BIL, AIP or PFC project?

Yes No N/A

If "Yes," describe:

Program Considerations (Terminal and Tower)

If you check a box below, you must describe how the project satisfies the criteria.
Check all that apply to the proposed project.

Increase Capacity and Passenger Access. Description (Maximum Characters: 300):

Replacing Aging Infrastructure. Description (Maximum Characters: 300):

Achieves Compliance with Americans with Disabilities Act and Expands Accessibility for Persons with Disabilities. Description (Maximum Characters: 300):

Improves Airport Access for Historically Disadvantaged Populations.
Description (Maximum Characters: 300):

Improves Energy Efficiency. Description (Maximum Characters: 300):

Improves Airfield Safety through Terminal or Tower Relocation.
Description (Maximum Characters: 300):

Encourages Actual and Potential Competition. Description (Maximum Characters: 300):

Good Paying Jobs. Description (Maximum Characters: 300):

Program Considerations (Tower Only)

If the project is for a tower, also complete this section of the form.

Project Type. The project type for this grant application (choose one or both):

Airport Owned, FAA Operated Tower

Contract Tower Program

Siting Study. Has a Siting Study been completed for the Air Traffic Control Tower Project?"

Yes No

If you check a box below, also describe how the project satisfies the criteria.

Check all that apply to the proposed project.

Relocating. Description (Maximum Characters: 300):

Reconstructing. Description (Maximum Characters: 300):

Repairing. Description (Maximum Characters: 300):

Improving Airport Owned Tower. Description (Maximum Characters: 300):

Certifications

By electronically signing this document, I hereby certify that we have followed, or will follow, all procurement processes required under 2 CFR 200, including but not limited to:

- Davis Bacon
- Buy American
- Consultant Selection

Name:

Signature:

Date (if not in signature):

Title: