



**Auburn Lewiston Municipal Airport
Board of Directors - Meeting Agenda
November 8, 2023 5:30 P.M.**

Administrative Conference Room 80 Airport Drive, Auburn, Maine

- I. Consent Items – All items with an asterisk (*) are considered routine and will be enacted by one motion.**
- II. Minutes**
 - 1. October 11, 2023 Meeting
- III. Financial Report – Treasurer**
 - 1. FY 2024 thru October (Revenue and Expense, Balance Sheet)
- IV. Communications –**
- V. Public Comment – *Members of the public are invited to speak to the Board of Directors about any issue directly related to airport business.***
- VI. Old Business**
- VII. New Business**
 - 1. Order ratifying the signature of the Board Chair on Waiver of First Refusal on the sale of 80 Kittyhawk Drive
 - 2. Order ratifying the signature of the Board Chair on Waiver of First Refusal on the sale of 0 Kittyhawk Drive
 - 3. Order Adopting the Updated Minimum Standards and Procedures for the Lease and Use of Property and Facilities
- VIII. Reports**
 - 1. Board Chair Report
 - a. FY25 DRAFT CIP Items
 - 2. Board of Directors Reports
- IX. Executive Sessions**
- X. Adjournment (Next Meeting, December 13)**

Executive Session: On occasion, the Board of Directors discusses matters which are required or allowed by State law to be considered in executive session. Executive sessions are not open to the public. The matters that are discussed in executive session are required to be kept confidential until they become a matter of public discussion. In order to go into executive session, a Director must make a motion in public. The motion must be recorded. An executive session is not required to be scheduled in advance as an agenda item, although when it is known at the time that the agenda is

finalized, it will be listed on the agenda. The only topics which may be discussed in executive session are those that fall within one of the categories set forth in Title 1 M.R.S.A. Section 405(6). Those applicable are:

A. Discussion of personnel issues

C. Discussion or consideration of the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development only if premature disclosures of the information would prejudice the competitive or bargaining position of the body or agency

D. Labor contracts

E. Contemplated litigation



Auburn Lewiston Municipal Airport

Board of Directors –

Meeting Minutes

October 11, 2023 5:30 P.M.

Administrative Conference Room 80 Airport Drive, Auburn, Maine

Board Members in Attendance:

J LaBonte, L Allen, T Roy, R McCarthy, M Garside, R Whiting

Board Members Absent:

M Blais

Meeting called to order 5:30pm

- I. **Workshop Item** – Presentation by Allison Navia on update to *Minimum Standards for Commercial Aeronautical Activities* (Virtual Presentation)

No Action

6:09 pm A **motion** to enter Executive Session by M Garside and a **second** by R McCarthy, **Vote** 6-0, motion carried. **6:09 pm Executive Session Started**

- II. **Executive Session** - Discussion of real estate negotiation (Pursuant to 1 MRSA 405(6)c) - *No action to follow (as requested by Lewiston City Councilor Bob McCarthy)*

6:15 pm Executive Session Ended

- III. **Consent Items – None**

- IV. **Minutes**

1. September 13, 2023 Board Meeting

A **Motion** to accept the meeting minutes of September 13, 2023 by M Garside, **second** by R McCarthy, **Vote** 6-0, motion carried.

- V. **Financial Report – Treasurer**

1. FY 2024 thru September (Revenue and Expense, Balance Sheet)

A **Motion** to accept and place on file the Treasurer's Report for FY24 Through September by R McCarthy, **second** by M Garside, **Vote** 6-0, motion carried.

- VI. **Communications –**

1. Draft Restaurant Space RFP

M Garside and T Roy volunteered to review RFP Proposals upon receipt.

- VII. **Public Comment** – *Members of the public are invited to speak to the Board of Directors about any issue directly related to airport business.*

Comments included a new awareness about the Airport Cameras that are available to view via the Airports Website under Pilot Information then FAA Weather Cameras

Having Portable Fuel available to go to the Airport Hangers has been received well.

- VIII. **Old Business - None**

IX. New Business

1. **Order** – Terminating concessionaire lease with The Cheesy Skillet and authorizing outstanding Accounts Receivable from The Cheesy Skillet to be written off (current total: \$3,089.57)

A **Motion** authorizing the Board Chair to write off up to \$5,000 (Five Thousand Dollars) in outstanding Accounts Receivable associated with the end of The Cheesy Skillet Lease was made by T Roy, **seconded** by R McCarthy, **Vote** 6-0, motion carried.

2. **Order** – Authorizing the Board Chair to Execute a Lease Amendment with Dirigo Aerospace Solutions, LLC

A **Motion** authorizing the Board Chair to Execute a Lease Amendment with Dirigo Aerospace Solutions, LLC made by R McCarthy, **second** by R Whiting, **Vote** 6-0, motion carried.

X. Reports

1. Board Chair Report-None
2. Board of Directors Reports-

Discussion: R McCarthy shared that the Lewiston City Council is adamant that KLEW hire an Airport Manager. Board Discussions prompted questioning the need for an Airport Manager now vs after all Airport Systems and Standard Operating Procedures are in place. Some board members expressed an interest in seeing what that job description might look like now because there are 75% fewer employee positions at KLEW. R Whiting suggested we ask Allison Navia, the guest Airport Consultant who provided the evenings' initial workshop on Minimum Standards for Commercial Aeronautical Activities. Members of the public commented that the Airport is finally headed in the right direction and that adding another administrator would be a complete waste of resources and potentially be another setback to the progress and fiscal improvement the Airport has experienced during the last 10 or 12 months. R McCarthy and T Roy reiterated the position of the Lewiston City Council

No Action

XI. Executive Sessions-None

XII. Adjournment

A **Motion** to adjourn by R Whiting, **seconded** by T Roy, **Vote** 5-1, motion carried. (J LaBonte-No)
Meeting ended 7:25pm

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D. Labor contracts

E. Contemplated litigation

BALANCE SHEET FOR 2024 4

FUND: 9000 Airport Operations			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
9000	011010	Airport Checking	-65,478.38	777,406.57
9000	011030	Cash-Petty Cash	.00	700.00
9000	011110	Investments-MM-City	.00	285,425.78
9000	011140	Interest Receivable	.00	.01
9000	011530	Accounts Receivable	-24,106.24	135,958.12
9000	011545	Lease Receivable	.00	3,028,598.23
9000	011810	Prepaid Expenses	.00	15,162.01
9000	011900	INVENTORY FOR RESALE	.00	88,568.46
9000	012110	Land	.00	1,717,208.27
9000	012111	Land Improvements	.00	18,381,864.81
9000	012112	Construction In Progress	.00	8,782,874.81
9000	012310	Buildings & Bldg Improvements	.00	4,458,442.82
9000	012410	Machinery & Equipment	.00	1,514,774.52
9000	012900	Accumulated Depreciation	.00	-17,154,817.76
9000	013000	DEF OUTFLOW-NET PENSION	.00	35,342.94
9000	016000	DUE TO / DUE FROM	11,623.98	-13,257,936.74
TOTAL ASSETS			-77,960.64	8,809,572.85
LIABILITIES				
9000	024210	Accounts Payable	.00	-95,544.80
9000	024230	Loan Payable-City of Auburn	.00	-599,531.67
9000	024231	Loan Payable-City of Lewiston	.00	-599,531.67
9000	024611	Compensated Absences	.00	-34,747.63
9000	024710	Federal Withholding Taxes	-1,112.10	-1,112.10
9000	024711	State Withholding Taxes	-555.00	-555.00
9000	024712	FICA Withholding Taxes	-1,709.12	-1,709.12
9000	024713	Medicare Withholding Taxes	-399.72	-399.72
9000	024730	ICMA Deferred Comp-City	275.00	-220.00
9000	024734	ME State Retirement	-41.64	-1,754.96
9000	024742	ICMA-Airport	2,098.55	.00
9000	024750	Life Insurance-City	.00	8.70
9000	024758	MMA Health Ins-Airport	-1,803.16	-6,041.42
9000	024765	Dental	75.60	69.59
9000	024772	Flex Spending-Airport	.00	10.00
9000	024773	Vision	-7.93	-13.57
9000	024829	DUE TO STATE - SALES TAX	22.94	-151.24
9000	025000	DEF INFLOW NET PENSION	.00	-89,512.00
9000	026000	NET PENSION LIABILITY	.00	5,927.00
9000	029000	Deferred Inflow - Leases	.00	-2,965,603.87
TOTAL LIABILITIES			-3,156.58	-4,390,413.48
FUND BALANCE				
9000	037000	Ctrl Total - Encumbrances	-73,470.77	61,876.33
9000	037100	FB ASSIGNED CITY	.00	-1,836,398.00
9000	037104	FB UNASSIGNED	.00	-2,226,191.89
9000	037201	CTRL TOTAL-BUD FB DESIGNATED	73,470.77	-61,876.33
9000	047000	Ctrl Total - Revenues	-63,273.48	-905,787.54
9000	057000	CTRL TOTAL-EXPENDITURES	144,390.70	549,218.06

BALANCE SHEET FOR 2024 4

FUND: 9000 Airport Operations		NET CHANGE FOR PERIOD	ACCOUNT BALANCE
FUND BALANCE			
	TOTAL FUND BALANCE	81,117.22	-4,419,159.37
	TOTAL LIABILITIES + FUND BALANCE	77,960.64	-8,809,572.85

BALANCE SHEET FOR 2024 4

FUND: 9020 Airport Capital Projects Fund			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
9020	011530	Accounts Receivable	-75.00	756,092.93
9020	016000	Due to/from Other Funds	-11,623.98	13,168,057.47
	TOTAL ASSETS		-11,698.98	13,924,150.40
FUND BALANCE				
9020	037000	Ctrl Total - Encumbrances	-7,201.38	376,302.28
9020	037104	FB-UNASSIGNED-CTY	.00	-13,151,571.55
9020	037201	Ctrl Total - Bud FB Designated	7,201.38	-376,302.28
9020	047000	Ctrl Total - Revenues	.00	-855,328.56
9020	057000	Ctrl Total - Expenditures	11,698.98	82,749.71
	TOTAL FUND BALANCE		11,698.98	-13,924,150.40
	TOTAL LIABILITIES + FUND BALANCE		11,698.98	-13,924,150.40

BALANCE SHEET FOR 2024 4

FUND: 9030 Airport Land Fund				NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS					
9030	011111	Investments-MM-Airpark		.00	151,639.98
9030	016000	Due to/from Other Funds		.00	78,879.27
	TOTAL ASSETS			.00	230,519.25
FUND BALANCE					
9030	037000	Ctrl Total - Encumbrances		.00	7,000.00
9030	037104	FB-UNASSIGNED-CTY		.00	-229,610.93
9030	037201	Ctrl Total - Bud FB Designated		.00	-7,000.00
9030	047000	Ctrl Total - Revenues		.00	-908.32
	TOTAL FUND BALANCE			.00	-230,519.25
	TOTAL LIABILITIES + FUND BALANCE			.00	-230,519.25

** END OF REPORT - Generated by Gina Klemanski **

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
9000 Airport Operations							
9000 Airport Operations							
9000 420035 Fees - Fuel Flowage	-13,500	0	-13,500	-6,329.13	.00	-7,170.87	46.9%
9000 420040 Fees - Landings	-27,000	0	-27,000	-17,000.86	.00	-9,999.14	63.0%
9000 429005 Christian Hill Mate	-100,000	0	-100,000	-26,344.98	.00	-73,655.02	26.3%
9000 429025 Rental Fees	-207,500	0	-207,500	-13,486.22	.00	-194,013.78	6.5%
TOTAL NO PROJECT	-348,000	0	-348,000	-63,161.19	.00	-284,838.81	18.1%
TOTAL Airport Operations	-348,000	0	-348,000	-63,161.19	.00	-284,838.81	18.1%
9001 Airport Personnel							
9001 611000 Regular salaries	262,035	0	262,035	46,563.52	.00	215,471.48	17.8%
9001 613000 Overtime	4,000	0	4,000	687.51	.00	3,312.49	17.2%
9001 617020 Fringe Benefits	159,620	0	159,620	26,857.41	.00	132,762.59	16.8%
9001 617030 Professional Develo	6,000	0	6,000	300.00	.00	5,700.00	5.0%
TOTAL NO PROJECT	431,655	0	431,655	74,408.44	.00	357,246.56	17.2%
TOTAL Airport Personnel	431,655	0	431,655	74,408.44	.00	357,246.56	17.2%
9002 Airport Operations							
9002 628000 Contract Services	9,000	0	9,000	12,141.28	.00	-3,141.28	134.9%
9002 633030 Fuels and Oil for v	20,000	0	20,000	7,532.40	.00	12,467.60	37.7%
9002 633040 Snow and Ice Contro	18,000	0	18,000	.00	.00	18,000.00	.0%
9002 641100 Utilities	125,500	0	125,500	20,065.27	.00	105,434.73	16.0%
TOTAL NO PROJECT	172,500	0	172,500	39,738.95	.00	132,761.05	23.0%
TOTAL Airport Operations	172,500	0	172,500	39,738.95	.00	132,761.05	23.0%
9003 Airport Maintenance							
9003 628000 PS - Gen/Profession	0	0	0	30.00	.00	-30.00	100.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
9000 Airport Operations	APPROP	ADJSTMTS	BUDGET	YTD	ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
9003 628019 Building Maintenan	23,100	0	23,100	4,942.69		.00	18,157.31	21.4%
9003 628020 Vehicle Maintenance	17,831	0	17,831	2,768.91		.00	15,062.09	15.5%
9003 628021 Radio Maintenance	1,700	0	1,700	.00		.00	1,700.00	.0%
9003 628038 Electrical Maintena	7,000	0	7,000	.00		.00	7,000.00	.0%
9003 628039 Airfield Maintenance	30,750	0	30,750	.00		.00	30,750.00	.0%
9003 633041 Computer/Office Mac	20,500	0	20,500	2,199.40		.00	18,300.60	10.7%
9003 633042 Pavement Maintenan	6,000	0	6,000	14,853.52		.00	-8,853.52	247.6%
TOTAL NO PROJECT	106,881	0	106,881	24,794.52		.00	82,086.48	23.2%
TOTAL Airport Maintenance	106,881	0	106,881	24,794.52		.00	82,086.48	23.2%
9004 Airport Administration								
9004 620000 Advertising and Pr	6,500	0	6,500	1,194.00		.00	5,306.00	18.4%
9004 628000 Professional Servic	35,800	0	35,800	402.21		.00	35,397.79	1.1%
9004 628016 Legal Services	45,000	0	45,000	11,380.07		.00	33,619.93	25.3%
9004 628041 Hangar Lease	12,000	0	12,000	.00		.00	12,000.00	.0%
9004 633000 Office Supplies	4,100	0	4,100	198.88		.00	3,901.12	4.9%
9004 640000 Telephone and Inter	5,700	0	5,700	2,492.94		.00	3,207.06	43.7%
9004 645000 Insurance Premiums	40,200	0	40,200	15,711.00		.00	24,489.00	39.1%
TOTAL NO PROJECT	149,300	0	149,300	31,379.10		.00	117,920.90	21.0%
TOTAL Airport Administration	149,300	0	149,300	31,379.10		.00	117,920.90	21.0%
9005 Airport Other Income								
9005 401600 Municipal Subsidy	-410,000	0	-410,000	-256,250.00		.00	-153,750.00	62.5%
9005 420063 Service Fees	-500	0	-500	-8,123.25		.00	7,623.25	1624.7%
9005 422000 Investment Income	-1,000	0	-1,000	-1,565.46		.00	565.46	156.5%
9005 429013 Sale of Assets	-75,000	0	-75,000	-202,938.26		.00	127,938.26	270.6%
9005 429019 FLIGHT SIMULATOR	-6,500	0	-6,500	.00		.00	-6,500.00	.0%
TOTAL NO PROJECT	-493,000	0	-493,000	-468,876.97		.00	-24,123.03	95.1%
TOTAL Airport Other Income	-493,000	0	-493,000	-468,876.97		.00	-24,123.03	95.1%
9010 Airport-FBO								
9010 420035 Fees - Fuel and Oi	-661,372	0	-661,372	-329,912.26		.00	-331,459.74	49.9%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
9000 Airport Operations	APPROP	ADJSTMTS	BUDGET	YTD	ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
9010 420051 Tie Down/Hangar/Co	-50,000	0	-50,000	-32,896.76		.00	-17,103.24	65.8%
9010 420059 Fees-Catering	0	0	0	-92.58		.00	92.58	100.0%
9010 420060 After Hour Call Out	-5,625	0	-5,625	-4,140.00		.00	-1,485.00	73.6%
9010 420061 Flight Line Service	-6,620	0	-6,620	-2,452.84		.00	-4,167.16	37.1%
9010 420064 Rental Car	-3,340	0	-3,340	-654.94		.00	-2,685.06	19.6%
9010 420915 Service Lease	-7,200	0	-7,200	-3,600.00		.00	-3,600.00	50.0%
9010 633047 PROCESSING FEE	0	0	0	1,161.48		.00	-1,161.48	100.0%
TOTAL NO PROJECT	-734,157	0	-734,157	-372,587.90		.00	-361,569.10	50.8%
TOTAL Airport-FBO	-734,157	0	-734,157	-372,587.90		.00	-361,569.10	50.8%
9015 Services (FBO) Expenses								
9015 611000 Regular Salaries	150,000	0	150,000	23,034.18		.00	126,965.82	15.4%
9015 613000 Overtime	4,000	0	4,000	31.98		.00	3,968.02	.8%
9015 620000 Advertising	1,200	0	1,200	.00		.00	1,200.00	.0%
9015 628000 Prof/Contracted Ser	0	0	0	42,639.88		.00	-42,639.88	100.0%
9015 628021 Plant Equipment	2,065	0	2,065	66.54		.00	1,998.46	3.2%
9015 628044 Ground Support Equi	16,000	0	16,000	5,486.00		.00	10,514.00	34.3%
9015 628071 Fuel Flowage	12,500	0	12,500	7,606.86		.00	4,893.14	60.9%
9015 633030 Fuels & Oils	525,000	0	525,000	298,870.13		.00	226,129.87	56.9%
9015 645000 Insurance Premiums	2,500	0	2,500	.00		.00	2,500.00	.0%
TOTAL NO PROJECT	713,265	0	713,265	377,735.57		.00	335,529.43	53.0%
TOTAL Services (FBO) Expenses	713,265	0	713,265	377,735.57		.00	335,529.43	53.0%
TOTAL Airport Operations	-1,556	0	-1,556	-356,569.48		.00	355,013.48*****%	
TOTAL REVENUES	-1,575,157	0	-1,575,157	-905,787.54		.00	-669,369.46	
TOTAL EXPENSES	1,573,601	0	1,573,601	549,218.06		.00	1,024,382.94	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
9020 Airport Capital Projects Fund							
9020 Airport Capital Projects							
9020 440025 Airport ILS Reimbur	0	0	0	-3,500.03	.00	3,500.03	100.0%
TOTAL NO PROJECT	0	0	0	-3,500.03	.00	3,500.03	100.0%
L23 AVGAS SELF SERVICE							
9020 401600 L23 Municipal Subsid	0	0	0	-79,450.00	.00	79,450.00	100.0%
9020 650000 L23 Capital AVGAS SE	0	0	0	28,200.00	.00	-28,200.00	100.0%
TOTAL AVGAS SELF SERVICE	0	0	0	-51,250.00	.00	51,250.00	100.0%
PR026 PR026-RUNWAY REHAB							
9020 440000 PR026 Local Airport	0	0	0	-253,234.26	.00	253,234.26	100.0%
TOTAL PR026-RUNWAY REHAB	0	0	0	-253,234.26	.00	253,234.26	100.0%
PR027 PR027-NAVAIDS REIMB							
9020 440000 PR027 Local Airport	0	0	0	-79,421.98	.00	79,421.98	100.0%
TOTAL PR027-NAVAIDS REIMB	0	0	0	-79,421.98	.00	79,421.98	100.0%
PR028 RECONSTRUCT 17/35 TAXI B & J							
9020 440000 PR028 RECONSTRUCT-TA	0	0	0	-325,013.11	.00	325,013.11	100.0%
TOTAL RECONSTRUCT 17/35 TAXI B & J	0	0	0	-325,013.11	.00	325,013.11	100.0%
PR032 RAMP EAST APRON							
9020 440000 PR032 RAMP EAST APRO	0	0	0	-114,709.18	.00	114,709.18	100.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
9020 Airport Capital Projects Fund	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
TOTAL RAMP EAST APRON	0	0	0	-114,709.18	.00	114,709.18	100.0%
PRO32 EAST APRON							
9020 650000 PRO32 EAST APRON	0	0	0	11,421.90	.00	-11,421.90	100.0%
TOTAL EAST APRON	0	0	0	11,421.90	.00	-11,421.90	100.0%
REA HTA ENGINEERING SERVICES E APRON							
9020 650000 REA EAST APRON	0	0	0	43,127.81	-46,122.21	2,994.40	100.0%
TOTAL HTA ENGINEERING SERVICES E APR	0	0	0	43,127.81	-46,122.21	2,994.40	100.0%
TOTAL Airport Capital Projects	0	0	0	-772,578.85	-46,122.21	818,701.06	100.0%
TOTAL Airport Capital Projects Fund	0	0	0	-772,578.85	-46,122.21	818,701.06	100.0%
TOTAL REVENUES	0	0	0	-855,328.56	.00	855,328.56	
TOTAL EXPENSES	0	0	0	82,749.71	-46,122.21	-36,627.50	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
9030 Airport Land Fund							
90306022 Airport Investment Income							
90306022 422002 Investment Inco	0	0	0	-908.32	.00	908.32	100.0%
TOTAL Airport Investment Income	0	0	0	-908.32	.00	908.32	100.0%
TOTAL Airport Land Fund	0	0	0	-908.32	.00	908.32	100.0%
TOTAL REVENUES	0	0	0	-908.32	.00	908.32	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04							
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	-1,556	0	-1,556	-1,130,056.65	-46,122.21	1,174,622.86	*****%
** END OF REPORT - Generated by Gina Klemanski **							



Auburn – Lewiston Municipal Airport Board Meeting Information Sheet

Board Workshop or Meeting Date: November 8, 2023

Author: Jonathan P. LaBonte, Board Chair

Subject: Waiving the Right of First Refusal for 80 Kittyhawk Avenue

Information: The property at Tax Map 143, Lot 002 was part of the original Airport Industrial Airpark subdivision. As such, it is subject to the original covenant established and permanently associated with the deeds to those properties. The title company working on the current transaction did not identify the restrictions with the covenant, a glaring error on their part.

The airport was given an opportunity to purchase the property at the offered price of \$1.6 million. Given the financial state of the airport and priorities for limited capital funding, it had been recommended that the airport waive its right of first refusal.

The board was requested to offer any objection to this, via email, so that the national investment organizations, as well as their financing partner at TD Bank, could proceed with a sale without the airport taking its full 30 days to review. That electronic request and responses are included in the board packet for transparency purposes. While far from ideal, being responsive to this deal did demonstrate a pro-business stance by the airport and both cities to these investors.

Airport Financial Impacts: N/A

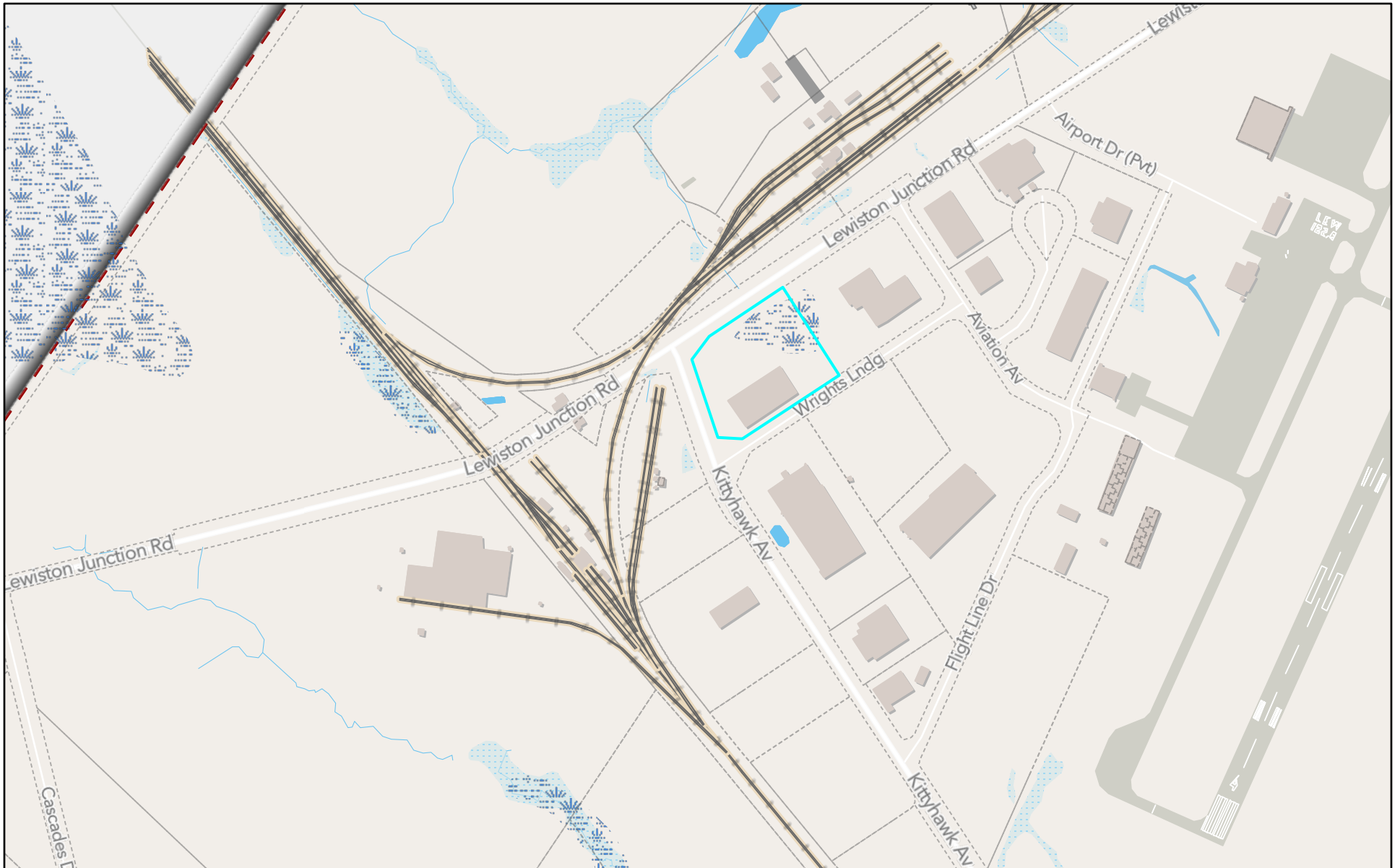
Recommended Action: Approve order ratifying the signature of the Board Chair

Previous Meetings and History:

Attachments:

Property Map
Purchase and Sale Agreement
Affidavit Waiving Right of First Refusal
Electronic Board Communication Seeking any Objections
Airpark Covenants

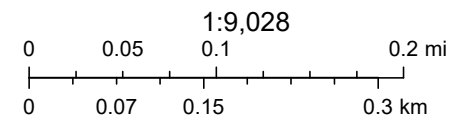
ArcGIS Web Map



11/2/2023, 5:14:15 PM

 Current Parcels _ Public

 Wetlands



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Web AppBuilder for ArcGIS

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CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

Capital Properties LLC and/or assigns, a Maine limited liability company, whose mailing address is 7 Ocean Street, South Portland, ME 04106 (hereinafter called "Purchaser"), this 25th day of July, 2023 enters into this purchase and sale agreement (the "Contract") regarding multiple parcels of real estate owned by K & R Realty Associates, LLC, a Maine limited liability company, having a mailing address of PO Box 10232, Portland, Maine 04104 (hereinafter called the "Seller"). The properties are as follows:

392 Warren Avenue, Portland, ME, a 1.113+/- acre parcel of land improved by an 11,400+/- SF Industrial building, 400 Warren Avenue, Portland, ME, a 2.051+/- acre parcel of land improved by a 43,850+/- SF industrial building and 420 Warren Avenue, Portland, ME, a 1.906+/- acre parcel of land improved by a 38,380+/- SF industrial building, all located in the County of Cumberland, State of Maine, and being more fully described at said County Registry of Deeds in Book 35412 Page 71;

80 Kittyhawk Drive, Auburn, ME, a 4.47+/- acre parcel of land improved by a 28,800+/- SF industrial building, located in the County of Androscoggin, State of Maine, and being more fully described at said County Registry of Deeds in Book 10010 Page 230; and

35 a/k/a 37 Godsoe Road, Bangor, ME a 3.03+/- acre parcel of land improved by a 29,040+/- SF industrial building, located in the County of Penobscot, State of Maine, and being more fully described at said County Registry of Deeds in Book 15046 Page 42

(collectively, the "property") and upon the terms and conditions indicated below.

1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable): N/A
2. PURCHASE PRICE: The total Purchase Price is Fourteen Million Five Hundred and Fifty Thousand Dollars (\$14,550,000) with payment made as follows:

Earnest money to be delivered on or before: <u>3 days from the effective date</u>	\$300,000.00
Total Due at Closing:	\$14,250,000

3. EARNEST MONEY/ACCEPTANCE: Malone Commercial Brokers ("Escrow Agent") shall hold the earnest money in a non-interest-bearing account and act as escrow agent until closing. This offer shall be valid until, August 4th, 2023 at 5:00 (PM). In the event of Seller's non-acceptance of this offer, the earnest money shall be returned promptly to Purchaser.
4. TITLE: On or before September 8, 2023 (the "Title Review Period"), Purchaser shall notify Seller in writing (the "Title Objection Notice") of any matters affecting title to the property that are objectionable to Purchaser in Purchaser's sole discretion ("Title Defects"). Purchaser shall be deemed to have waived the right to object to any matter affecting title as of the Effective Date, except for any mortgage, tax lien, mechanics' lien, judgment lien, or other liens encumbering the property (for which no objection is required), if Purchaser fails to specifically identify such matters in the Title Objection Notice (each matter not objected to being a "Permitted Encumbrance"). Within seven (7) days of Seller's receipt of the Title Objection Notice, Seller shall notify Purchaser in writing whether or not Seller elects to cure any of the matters identified in the Title Objection Notice. If Seller elects to cure certain Title Defects, Seller shall use good faith efforts to cure such Title Defects and shall have a period of not more than thirty (30) days after notice of Seller's election within which to cure any such Title Defects (the "Title Cure Period"), and the Closing Date shall be extended until five (5) days after the expiration of the Title Cure Period. Seller agrees that, after the Effective Date, it shall not permit or suffer encumbrance of the property with any liens, easements, leases or other encumbrances without Purchaser's prior written consent, except that Purchaser shall not unreasonably withhold, condition, or delay its consent to new leases. On or before the Closing Date, Seller shall remove at its sole cost any such matters affecting the title to the property suffered or created by or consented to by Seller after the Effective Date that are not approved in writing by Purchaser. If Seller elects not to cure any Title Defects or if Title Defects which Seller elects to cure are not cured within the Title Cure Period, then Purchaser shall elect, by written notice to Seller on or before the Closing Date, as the same may be extended, either (i) to accept title to the property subject to such uncured Title Defects without reduction of the purchase price and without any liability on the part of Seller therefor, in which case such Title Defects shall be Permitted Encumbrances, or (ii) to terminate this Contract, whereupon the earnest money immediately shall be returned to Purchaser and neither party shall have any further obligations under this Contract.
5. DEED: In return for payment in full of the purchase price, Seller shall convey the property on or before October 30, 2023 (the "Closing Date") to Purchaser by Maine Statutory Short-Form Quit Claim with Covenant Deed (the "Deed"), and the parties agree to execute and deliver on the Closing Date such other documents that are customary and/or reasonably necessary to complete the conveyance. It is a condition to Purchaser's obligations hereunder that title to the property shall be free and clear of all liens and encumbrances except for the following matters and otherwise in compliance with the requirements of this Contract: (i) zoning restrictions and land use laws and regulations and permits and approvals issued pursuant thereto; (ii) current taxes and assessments attributable to periods from and after the Closing, which Purchaser shall be liable to pay; (iii) usual public utilities serving the property, (iv) the leases and occupancies disclosed to Purchaser pursuant to Section 11 below; and (v) any Permitted Encumbrance. Seller may, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any and all encumbrances or interests, provided that all instruments

so procured are recorded simultaneously with the delivery of the Deed, or if said encumbrance is a mortgage with an institutional lender, by commercially reasonable, customary provision for the procurement of a discharge or by depositing sufficient purchase money with an attorney, title company or escrow agent representing Purchaser or Purchaser's mortgagee bank.

6. LEASES/TENANT SECURITY DEPOSITS: Seller agrees at closing to transfer to Purchaser, by proper assignment thereof, all Seller's rights under the current leases to the property and any and all security deposits held by Seller pursuant to said leases.
7. POSSESSION/OCCUPANCY: Possession/occupancy of property shall be given to Purchaser on the Closing Date subject only to the leases and tenancies disclosed to Purchaser pursuant to Section 11 below, unless otherwise agreed by both parties in writing.
8. RISK OF LOSS: Until transfer of title, the risk of loss or damage to the property by fire or otherwise is assumed by Seller unless otherwise agreed in writing. The property shall at closing be in substantially the same condition as of the Effective Date, excepting reasonable use and wear. If the property is materially damaged or destroyed prior to closing, Purchaser may either terminate this Contract and be refunded the earnest money deposit, or close this transaction and accept the property in its as-is condition together with an assignment of the Seller's right to any insurance proceeds relating thereto.
9. PRORATIONS: The following items shall be prorated as of the Closing Date:
 - a. Unless paid directly by the tenants under the Leases, Real Estate Taxes based on the municipality's current tax year, or the immediately preceding tax year if the current tax year figures are not then available. Seller is responsible for any unpaid taxes for prior years.
 - b. Unless paid directly by the tenants under the Leases, any other municipal fees, levies or liens;
 - c. Unless paid directly by the tenants under the Leases, heating fuel.
 - d. Unless paid directly by the tenants under the Leases, metered utilities subject to liens, such as water and sewer, shall be paid by the Seller through the Closing Date;
 - e. Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine.
 - f. Rents, estimated monthly common area maintenance charges, estimated monthly property tax payments, and all other additional revenue ("Tenant Receivables") actually received by Seller pursuant to the Leases. Any such amounts that have not been received by Seller shall not be prorated at closing, but shall be apportioned on the basis of the period for which the same are payable and if, as and when collected, as follows: (i) first, to payment of the current Tenant Receivables then due for the month in which the closing occurs, which amount shall be apportioned between Purchaser and Seller as of the Closing Date as set forth in this Section; (ii) second, to delinquent Tenant Receivables for the month prior to closing but not collected by Seller as of Closing Date, and (iii) thereafter, the remainder to Purchaser. Neither Seller nor Purchaser shall have an obligation to commence litigation or incur any expenses to collect Tenant Receivables due prior to Closing. .
10. DUE DILIGENCE: Purchaser is advised to seek information from professionals regarding any specific issue of concern.. Neither Seller nor the Real Estate Licensees identified below make any representations or warranties regarding the condition, permitted use or value of Seller's real or personal property. Purchaser's obligation to close under this Contract is conditioned upon Purchaser's sole satisfaction with its investigations of the property, which may without limitation include survey, environmental assessment, engineering studies, construction costs, wetlands or soils studies, building inspections, zoning compliance or feasibility and code compliance, all on or before September 22, 2023.

If the result of any elected investigation is unsatisfactory to Purchaser, Purchaser may declare this Contract null and void by notifying Seller in writing within the specified number of days set forth above next to the elected investigation, and the earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that any of Purchaser's elected investigations are unsatisfactory within the period set forth, this contingency is waived by Purchaser. In the absence of any investigations(s) elected above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the property. Purchaser agrees to restore any disturbance to the property caused by Purchaser's investigations, and Purchaser agrees to indemnify and hold Seller harmless for any claims, damages, losses or costs, including without limitation reasonable attorneys' fees, incurred or suffered by Seller as a result of Purchaser's investigations of the property, which indemnification obligation shall survive termination or closing under this Contract.

11. REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION: Seller represents: (a) that below is a complete list of all tenants occupying the property under leases or other tenancy arrangements or agreements (the "Leases"), (b) that the Leases are in full force and effect, (c) that to Seller's knowledge, all tenants under the Leases are in full compliance therewith and (d) that Seller is not in violation of its obligations under the Leases. Seller agrees to provide Purchaser within five (5) days of the Effective Date of this Contract, complete copies of all Leases, including any amendments, and income and expense information concerning the property. Purchaser shall have Thirty (30) days from the date Purchaser has been provided all Leases and income and expense information to review same, and if the result of the review is unsatisfactory to Purchaser, Purchaser may declare the Contract terminated and the earnest money shall be immediately refunded to Purchaser and thereafter neither party shall have any further obligation under this Contract. Seller represents and warrants that income and expense information provided to Purchaser will be true, accurate and complete in all material respects when given. Seller shall use reasonable efforts to obtain a tenant estoppel certificate and a subordination, non-disturbance and attornment agreement in form reasonably satisfactory to Purchaser and/or Purchaser's lender for each Lease within Ten (10) days from

delivery of forms therefor. Purchaser shall also on a rolling basis have Ten (10) days from the date of actual receipt of fully-executed written tenant estoppel certificates in which to terminate this Contract pursuant to this Section 11 due to unsatisfactory information contained therein and upon such termination the earnest money shall be immediately refunded to Purchaser and thereafter neither party shall have any further obligation under this Contract. Between the Effective Date and the closing, Seller shall not materially modify, voluntarily terminate or enter into new leases or tenancy arrangements or agreements and shall obtain Purchaser's written consent to any modification or termination of Leases and to any new lease that Seller proposes to enter into with respect to the property, Purchaser's consent not to be unreasonably withheld, conditioned or delayed. In the event that Seller materially modifies or terminates any Leases or enters into a new Lease without Purchaser's consent, Purchaser's sole remedy shall be to terminate this Contract and receive an immediate refund of the earnest money and thereafter neither party shall have any further obligation under this Contract. Failure of Purchaser to timely notify Seller of its termination of the Contract pursuant to any of its foregoing rights to do so under this Section 11 shall be deemed to be a waiver of the applicable right under this Section 11 to terminate the Contract. At the closing, Seller shall deliver written notice to the tenants and occupants of the property of the transfer of the property, and of the tenants' security deposits, to Purchaser. List tenants: (a) Beacon Sales Acquisitions, Inc.; and (b) Battery World, Inc.

12. FINANCING: No Financing Contingency

13. AGENCY DISCLOSURE: Purchaser and Seller acknowledge that they have been informed that Brandon Mitchell, Malone Commercial Brokers ("Selling Agent") is acting as a Purchaser's agent in this transaction and is representing the Purchaser and that TC Haffenreffer and Syllas Hatch, The Dunham Group ("Listing Agent") is acting as a Seller's agent in this transaction and is representing the Seller.

14. DEFAULT: If the sale of the property as contemplated hereunder is not consummated solely by reason of Purchaser's default hereunder, provided that Seller is then ready, willing and able to consummate the sale of the property as contemplated by this Contract and provided further that all conditions to Purchaser's obligation to consummate such purchase have been satisfied or waived by Purchaser, Seller shall be entitled to either (i) pursue any and all legal and/or equitable remedies or (ii) terminate this Contract and receive the earnest money as full and complete liquidated damages for the breach of this Contract, it being agreed between the parties that the actual damages to Seller in the event of such breach are difficult to ascertain and/or prove and the earnest money is a reasonable estimate and forecast of such actual damages. The parties acknowledge that the payment of the earnest money is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to Seller. If the sale of the property as contemplated hereunder is not consummated solely by reason of Seller's default hereunder, provided that Purchaser is then ready, willing and able to consummate the sale of the property as contemplated by this Contract, Purchaser's sole remedy shall be to either (i) terminate this Contract and receive a return of the earnest money, or (ii) institute an action for specific performance. In the event of an undisputed default by either party, the Escrow Agent may deliver the earnest money to the party entitled to it under this Contract, with written notice to both parties pursuant to Maine Real Estate Commission regulations. If a dispute arises between Purchaser and Seller as of the existence of a default hereunder and said dispute is not resolved by the parties within thirty (30) days, the Escrow Agent may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by the Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or the earnest money.

15. MEDIATION: Any dispute or claim arising out of or relating to this Contract or the property addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the Maine Association of Dispute Resolution Professionals or its successor organization. This clause shall survive the closing of this transaction.

16. PRIOR STATEMENTS: This Contract sets forth the entire agreement between the parties, and there are no other representations, agreements or understandings with respect to the subject matter of this Contract. This Contract shall be construed according to the laws of the State of Maine.

17. HEIRS/ASSIGNS: This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of Seller and assigns of Purchaser.

18. COUNTERPARTS: This Contract may be signed on any number of identical counterparts, including telefax copies and electronically transmitted copies with the same binding effect as if all of the signatures were on one instrument.

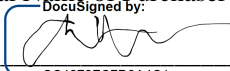
19. EFFECTIVE DATE: This Contract is a binding contract when signed by both Seller and Purchaser and when that fact has been communicated to all parties or to their agents. Time is of the essence of this Contract. Seller or Licensees are given permission by the parties to complete the Effective Date blank below with the date of the last signature of the parties, and that date shall be the Effective Date for all purposes under this Contract, and if that blank is not completed, then the Effective Date shall be the date of the last signature of the parties. Except as expressly set forth to the contrary in this Contract, the use of the term "days" in this Contract, including all addenda made a part hereof, shall mean calendar days. Deadlines in this Contract, including all addenda, expressed as "within x days" or the like shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 pm, Eastern Time, on the last day counted.

20. **CONFIDENTIALITY:** Purchaser and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Purchaser and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.
21. A copy of this Contract is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, consult an attorney.
22. Seller acknowledges that the laws of the State of Maine provide that every Purchaser of real property located in Maine must withhold a withholding tax equal to 2 1/2 % of the consideration unless Seller furnishes to Purchaser a certificate by the Seller stating, under penalty of perjury, that Seller is a resident of the State of Maine or the transfer is otherwise exempt from withholding.
23. **ADDENDA:** This Contract has addenda containing additional terms and conditions. Yes ☐ No ☒
24. **NOTICES** All notices, demands, consents, approvals and other communications which are required or desired to be given by either party to the other hereunder shall be in writing and delivered by hand, by certified mail, postage prepaid, return receipt requested, or by overnight courier (e.g. Federal Express) to the address for each party set forth in the Preamble hereto, or by electronic mail. Notwithstanding the foregoing, notice by email provided to the attorney of Seller, William M. Welch, Esq., Bernstein Shur, 100 Middle Street, Portland, ME 0401, Tel: (207) 228-7339, at wwelch@bernstenschur.com shall be deemed proper notice to Seller for all purposes hereunder, and notice by email provided to the attorney of Purchaser, Eleanor L. Dominguez, Esq., Ainsworth, Thelin & Raftice, P.A., , Tel: (207)767-4824 at edominguez@atrlaw.pro shall be deemed proper notice to Purchaser. Notices by electronic mail shall be deemed effective upon dispatch if dispatched by 5:00pm eastern time.
25. **ACCEPTANCE OF DEED:** The acceptance of the Deed by Purchaser at the closing shall be deemed to be the full performance and discharge of every agreement, obligation and representation made on the part of Seller, except as expressly set forth therein. The parties agree that none of the statements contained herein are collateral agreements. No statements, provisions, covenants, agreements, obligations, or representations contained herein shall survive the closing except as specifically stated herein. The property is being sold and will be conveyed "as is" without any representation or warranties as to habitability, merchantability, fitness, condition or otherwise. Neither party is relying upon any statements or representations not embodied in this Contract.
26. **OTHER PROVISIONS:** As Follows:
1. Purchaser agrees to not re-negotiate price based on findings during the due diligence contingency.
 2. Seller hereby acknowledges that it is the intent of the Purchaser to complete a tax deferred exchange under IRC Section 1031 which will not delay the close of the purchase transaction or cause additional expense to the Seller. The Purchaser's rights under this Contract may be assigned to a Qualified Intermediary of the Purchaser's choice for the purpose of completing such an exchange. Seller agrees to cooperate with the Purchaser and the Qualified Intermediary in a manner necessary to complete the exchange. PURCHASER MUST CLOSE NO LATER THAN DECEMBER 8, 2023.

The parties agree that none of the above are collateral agreements. It is the intent of the parties that except as expressly set forth in this Contract, all covenants, representations, statements and obligations of both parties herein shall not survive closing.

Capital Properties LLC and/or assigns

Legal Name of Purchaser

By:  CC4272FC7D3A4C1...
Signature

Aaron walker

Name/Title, there unto duly authorized

Seller accepts and agrees to the terms and conditions set forth in this Contract. Purchaser to pay the commission for services for the purchasers Broker only under a separate agreement. In the event the earnest money is forfeited by Purchaser, it shall be evenly distributed between (1) Licensees and (2) Seller; provided, however, that the Licensees' portion shall not exceed the full amount of the commission specified.

Signed this day 8/3/2023

K & R Realty Associates, LLC

Legal Name of Seller

By: SCOTT KOOCHER
8674A29A529C444... Signature

SCOTT KOOCHER Trustee
Name/Title, thereunto duly authorized

Malone Commercial Brokers
Legal Name of Escrow Agent

Brandon Mitchell
Name/Title, thereunto duly authorized

By: _____
Signature

EFFECTIVE DATE OF THIS CONTRACT: 8/3/2023

WAIVER OF RIGHT OF FIRST REFUSAL

The undersigned, Jonathan P. LaBonte, being the Airport Manager of the AUBURN-LEWISTON MUNICIPAL AIRPORT, a Maine non-profit and quasi-municipal corporation (the “Airport”), on behalf of the Board of Directors of the Airport, and in accordance with the provisions of the Protective Covenants for the Auburn-Lewiston Municipal Airport Industrial Airpark dated June 22, 1987 and recorded at the Androscoggin County Registry of Deeds in Book 2111, Page 254 (the “Protective Covenants”) does hereby waive the Airport Board of Directors’ right to purchase the real estate located at 80 Kittyhawk Avenue, Auburn, Maine, as more fully described in that certain deed from Richard Robinov, successor Trustee to Gerald Robinov, and Scott D. Koocher, successor Trustee to David Koocher, under Declaration of Trust dated October 26, 1977, as amended, to K&R Realty Associates, LLC dated January 10, 2019 and recorded at the Androscoggin County Registry of Deeds in Book 10010, Page 230 (the “Real Estate”), and hereby consents to the sale of said Real Estate by K&R Realty Associates, LLC to Capital Properties, LLC and/or assigns pursuant to the terms and conditions set forth in that certain Contract for the Sale of Commercial Real Estate between K&R Realty Associates, LLC and Capital Properties, LLC dated as of August 3, 2023, as amended by Amendments dated as of September 19, 2023 and October 13, 2023.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Auburn-Lewiston Municipal Airport has caused this Waiver of Right of First refusal to be executed in its name and on its behalf under seal by Jonathan B. LaBonte, its duly authorized Airport Manager, as of the date first above written.

WITNESS:

AUBURN-LEWISTON MUNICIPAL AIRPORT

Cory M. S.
Name:

By: *Jonathan P. LaBonte*
Jonathan P. LaBonte
Airport Manager

STATE OF MAINE

COUNTY OF ANDROSCOGGIN, ss.

November 1, 2023

Personally appeared the above-named Jonathan P. LaBonte, the Airport Manager of the Auburn-Lewiston Municipal Airport, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Auburn-Lewiston Municipal Airport.

Before me,

Melissa M. Neptune

Notary Public/~~Attorney at Law~~

Print Name:

My Commission Expires:

Melissa M. Neptune

Notary Public, State of Maine

My Commission Expires Sept. 28, 2026

PROTECTIVE COVENANTS
FOR THE
AUBURN-LEWISTON MUNICIPAL AIRPORT
INDUSTRIAL AIRPARK

Development Objectives

The Auburn-Lewiston Municipal Airport Board of Directors acting on behalf of the Cities of Lewiston and Auburn seek to provide prime development sites which can accommodate industries desiring immediate access to an airport, railroad, or interstate highway. Priority will be given to industries with transportation access requirements and which are compatible with the airport environment. The primary types of tenants desired include: (1) aviation related industry, (2) distribution centers, (3) general warehousing, (4) light manufacturing, (5) research and development, (6) engineering facilities, and other industries which frequently need air transportation, railroad or highway access.

Environmental Goal

A principle objective of the AIRPARK is to assure that the planned industrial development will be achieved in an orderly manner without creating adverse environmental impacts of any kind. These protective covenants serve to promote an aesthetically pleasing environment enhanced by abundant natural growth, without diminishing functional needs of the industries. Accomplishment of this objective will ensure a state of maximum compatibility between tenant industries and will preserve the natural environment.

Compliance

These regulations are intended to retain the integrity of the AIRPARK PLAN, protect tenants and property owners from encroachment of a neighboring industry, and to preserve the tangible qualities of property value. The following covenants are binding on each tenant and property owner and are a permanent part of each land lease or sale agreement. The Airport Manager shall oversee the AIRPARK and assure compliance with covenants. Exceptions and modifications to these covenants can only be made by the Airport Board of Directors with the written consent of a majority of the present property owners and tenants.

Long-Term Leases

Due to existing covenants and release conditions established by the federal government, lots in the AIRPARK may be sold only if approved by the federal government. Long-term leases

acceptable to financial lending institutions may also be negotiated if approved by the federal government.

Speculation Covenant for Leasing

All proposed construction must start within six months of the execution of a lease and must be completed before the expiration of the initial building permit. Reasonable extensions of time may nevertheless be granted where good cause therefore is shown. No subleasing of sites or buildings will be permitted without prior approval of the Airport Board of Directors. Non-compliance without reasonable justification will subject the tenant to forfeit its lease and the Board will refund any unused lease payments.

Speculation Covenant for Sales

If, after six months from the execution date of the sale agreement on the property the purchaser shall not have begun in good faith the construction of an acceptable building upon the purchased lot, the Airport Directors shall have the option to refund the purchase price and enter into possession of the property and the purchaser will reconvey any and all interest in the property by warranty deed free and clear of all encumbrances.

Right of First Refusal on Resales

Additionally, prior to any sale of land or buildings, the owner of such property shall notify the Airport Board of Directors in writing via registered mail of his or her intention to sell, describing the premises to be sold. The Airport Board of Directors shall have thirty days from the date of receipt of such notice to purchase said property at the same price as shall have been offered for same on a bona fide basis. Failure on the part of the Airport Board of Directors to notify in writing within thirty days, the owner, of its election to exercise said option shall free such owner to sell such premises to any person at a price not less than the price stated in the first refused offer to the Airport Board of Directors. The term "sale" as used in this paragraph shall not include a conveyance made by the owner to any member of his or her family, to a trust created for himself or herself or any member of his or her family or to any corporation of which the owner or spouse own at least twenty-five percent of the outstanding stock where the transfer is not made for the purpose of evading the Airport's right of first refusal. The term sale shall not include any mortgage given by the owner on the property, and further shall not include any foreclosure by foreclosure sale, deed in lieu of foreclosure, or any other lawful foreclosure proceeding, but after the completion of any of the foregoing transactions, the above restrictions apply.

Site Plan Approval

Before commencing any improvements to the site, the property owner or tenant shall submit site plans, building plans, and specifications to the Airport Board of Directors for approval. The

plans and specifications must conform to the performance standards of this Covenant and all existing State and local codes, regulations, and permit requirements. In the event that the Board shall fail to approve or disapprove such plans within 30 days after they have been submitted, such approval will not be required and this covenant will be deemed to have been complied with. Any disapproval will include specific reference to the points which the Board considers unacceptable.

Site Plan Content

Five copies of the Site Plan, certified by a Professional Engineer registered in the State of Maine, shall be drawn to a scale of not more than 40' to the inch and must include the following:

1. A layout plan showing all buildings, parking areas, circulation roads and walkways, landscaping (existing and proposed), and fencing or other screening.
2. Underground utility plan showing electric service, sewer and water connections, and other utility lines.
3. Proposed drainage plan.
4. Building plans including a plan view, elevation drawings of all faces, and exterior specifications.
5. Exterior lighting plan including types of fixtures proposed, locations and heights.
6. Description of any proposed sign(s).
7. Description of all structures: antennas, chimneys, etc., rising above the roof elevation. Give exact heights.

Performance Standards

The following standards are to be used by the Airport Board of Directors in judging applications for Site Plan reviews and shall serve as minimum requirements for approval of the Site Plan. The Site Plan will be approved unless in the judgment of the Board, the applicant is not able to reasonably meet one or more to these standards.

1. Airport Compatibility - Due to the AIRPARK'S location immediately adjacent to an airport, special consideration must be given to the following:

Maximum height of any structure must not exceed the imaginary surfaces of the Airport, which presently does not restrict below 50 feet above the runway elevation in the AIRPARK. The Auburn Zoning Ordinance requires a 45 ft. maximum building height.

Outside lighting and signs shall not represent a distraction to approaching aircraft which could potentially confuse pilots.

Radio frequency emissions must be avoided or shielded so as to cause no interference with airport navigational aids and/or aircraft-to-ground communications.

Lots 12 through 16 on the AIRPARK plan shall be reserved for companies requiring direct access to the airfield.

2. Compliance with the following State of Maine, Department of Environmental Protection regulations and any subsequent regulations enacted.

Special conditions for Industrial Park Approvals pursuant to the Site Location Development ACT (38 M.R.S.A. Sec. 483)

Development of individual lots within industrial parks which have received Board/Department of Environmental Protection approval pursuant to the Site Location of Development Act do not require further Board/Department approval providing the project meets all the following criteria:

- a. The individual lot development by itself does not require Site review because it does not fall within the definitions of a structure as noted in 38 M.R.S.A. Sec 482, Paragraph 6.
- b. The discharge to sanitary sewer contains only sanitary waste of less than 5000 gallons per day or where the developer has certification from the Bureau of Water Quality Control that the municipal sewer treatment system is sufficient to treat and dispose of the wastewater generated by the project.
- c. All disturbed areas not paved, used for building space or delineated paved parks and walkways are seeded prior to September 15 with a grass mixture tolerant of Maine climate or mulched with a binder prior to snow. The mulch shall be applied at the rate of 150 lbs. per 1000 sq. feet.
- d. A vegetative or architectural screen is developed to separate individual lots having significantly different uses. (i.e., office vs. warehousing vs. industrial.)
- e. All surface drainage systems from individual facilities are constructed in accordance with the overall park drainage system and do not cause water flow in excess of that for which the park

drainage system has been designed or do not cause water to flow outside prescribed drainage easements.

f. Solid waste from individual facilities is transported to a site or sites which are in conformance with State of Maine Solid Waste Management Regulations.

g. Traffic associated with individual facilities does not require relocation or modification of the originally approved park road system or existing roads.

h. Any discharge to the atmosphere other than heating units of less than 10 million b.t.u. input is licensed by the Bureau of Air Quality Control or certification from the Air Bureau that the discharge does not require a discharge license.

i. The applicant shall forward to the DEP a description of the lot usage plot plan of individual lots to insure that the Department maintains up to date industrial park records.

3. Site Preparation - Any earth movement should be accomplished to the advantage of good aesthetics and landscaping. This should include the flagging of trees prior to site development and the selective retention of trees.

Provision should be made for on-site sedimentation/siltation and erosion control by the developers. Disruption of natural drainage shall be minimized.

4. Landscaping/Screening - the required setback areas shall be at least 70 percent landscaped with lawns, trees, or shrubs. The first 5 feet of side and rear setbacks shall be maintained as landscaping except where occupied by a railsiding. Maximum use is required of screen planting, bushes, and approved decorative fences as buffer zones between lots and around parking areas. All loading docks and outdoor storage areas shall be screened in this manner.

5. Land-to-Building Ratio - The total building(s) floor area shall not be more than 40% of the lot area size.

6. Building Setback - No building shall be constructed nearer than 50 feet to the lot lines parallel to a street or 35 feet to other boundaries.

7. Building Height - The maximum permitted building by city ordinance is 45 feet. In the event this ordinance should be changed covenant shall be reviewed to ensure compatibility.

8. Parking - On-street is prohibited. Each industry must provide adequate parking for its maximum anticipated need. In no case shall it be less than the following standards:

One space per 1000 sq. ft. of building floor area for warehouse facilities or single shift industries.

Two spaces per 1000 sq. ft. for manufacturing industries likely to operate more than one shift.

Three spaces per 1000 sq. ft. for Research and Development facilities or Corporate Office Buildings.

A parking space shall not be less than 300 sq. ft.

9. Sewer/Water - All tenants must tie into the AIRPARK sewer and water system. The industry discharge will not be permitted to overburden the AIRPARK system's design capacity.

10. Exterior Lighting - Must be a shielded type which will not create an adverse impact on neighboring properties or cause interference with safe airport operations.

11. No offsite signs are permitted except in the AIRPARK directory. On site signs are restricted to 4 sq. ft. per foot of lot frontage with a minimum of 20 sq. ft. and a maximum of 300 sq. ft. allowed. Ground signs shall be placed so as not to obstruct in any manner with circulation or maintenance care. Illuminated signs that flash and moving signs shall not be permitted.

12. Dust Control - During construction and subsequent operation of a tenant industry, measures shall be taken to prevent dust from creating a nuisance to other property owners, tenants, or the airport environment.

13. Continuous Care and Maintenance - Tenant industries and property owners are required to maintain all buildings, signs, and landscaping in a harmoniously attractive, safe, and clean condition at all times. Any changes or additions to a site is subject to approval by the Airport Board of Directors within thirty days of its proposal.

Approved by:

Airport Directors	12/18/86
Auburn City Council	4/06/87
Lewiston City Council	4/21/87
Auburn Planning Board	5/12/87

(protcov.wps)

From: [MARC BLAIS](#)
To: [Lawrence Allen](#); [Robert A. McCarthy](#)
Cc: [Jonathan P LaBonte](#); mgarside@polandtownoffice.org; [Tracy J. Roy](#); [Richard Whiting \(Council\)](#); [Phil Crowell](#); [Heather Hunter](#)
Subject: [External]Re: [External]RE: Waiver of First Refusal
Date: Tuesday, October 31, 2023 5:08:54 PM

I would not stand in the way

Marc Blais
Marc Blais General Contractor, Inc.
207-576-0649

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. Disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited. If you have received this email in error please notify the system manager. The recipient should check this email and any attachments for the presence of viruses. Marc Blais General Contractor, Inc accepts no liability for any damage caused by any virus transmitted by this email.

On Tuesday, October 31, 2023 at 04:08:11 PM EDT, Robert A. McCarthy
<rmccarthy@lewistonmaine.gov> wrote:

After further discussion, I am fine with Jonathan signing the letter.

Warm Regards
Bob McCarthy

Sent from my iPhone

On Oct 31, 2023, at 4:03 PM, Lawrence Allen <larry.allen@avcog.org> wrote:

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I would offer that we are not in a position to consider the purchase of these properties as we have had to postpone making payments to the sponsor cities, on the hanger/property that they financed, at an amount nearly 4 times less than these parcels. Impeding the progress of these sales and investments surrounding the airport area seems counterintuitive to me.

I do not object to expediting the waiver and would not advocate for an in-person vote to reach the same conclusion.

Respectfully,

Larry Allen
Interim MPO Director
Transit Program Manager

Civil Rights Officer
AVCOG / ATRC / LATC / Citylink

From: Jonathan P LaBonte <j.labonte@auburnmaine.gov>

Sent: Tuesday, October 31, 2023 3:40 PM

To: mgarside@polandtownoffice.org; marc@mbmetalfab.com; RMcCarthy@lewistonmaine.gov; Tracy J. Roy <TJRoy@lewistonmaine.gov>; Lawrence Allen <larry.allen@avcog.org>; Richard Whiting (Council) <rwhiting@auburnmaine.gov>

Cc: Phil Crowell <pcrowell@auburnmaine.gov>; Heather Hunter <hhunter@lewistonmaine.gov>

Subject: RE: [External]RE: Waiver of First Refusal

Good afternoon Board,

Trying to answer the incoming questions so I can see what, if any, objections exist to signing this so these real estate deals can close before 11/8.

Parcel snapshots are below. We would need close to \$2 million is available capital to purchase these buildings, as we have a right to match the offers. I am trying to avoid us creating a significant financial impact to local investors who have closing dates that have emerged for these deals with locked in interest rates that would require closing before our next board meeting.

The Board has a right to object to me signing these and waiting to vote at the 11/8 meeting. The board can also decide to exercise its right, but I have no idea where we would find funding given our financial position. As some of you know, the board had a chance to buy the Cutter Family Parcel for \$100,000 earlier this year, but we estimated that the appraised value was under \$80,000 and the board did not want to proceed. In hindsight, the airport likely should not have sold this property 11 years ago, but that's water under the bridge now.

The Board packet will have the full parcel details and the associated letters (I will include the full airport covenants for those that have never seen this document). This approach seemed to be the most efficient. Both of these requests have come in since the end of last week. Please let me know.

80 Kittyhawk Avenue – Here is a view of that property's location:

<image001.png>

Cutter Family Parcel is seen below:

<image002.png>

Jonathan P. LaBonté

Transportation Systems Director, City of Auburn

Board of Directors Chair, Auburn-Lewiston Municipal Airport (www.flytomaine.com)

60 Court Street | Auburn, Maine 04210 | 207.333.6601 X1070

<image003.png>

[<image004.png>](#)

[<image005.png>](#)

[<image006.png>](#)

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From: Matt Garside <mgarside@polandtownoffice.org>

Sent: Tuesday, October 31, 2023 3:03 PM

To: Jonathan P LaBonte <j.labonte@auburnmaine.gov>; marc@mbmetalfab.com; RMcCarthy@lewistonmaine.gov; Tracy J. Roy <TJRoy@lewistonmaine.gov>; Lawrence Allen <larry.allen@avcog.org>; Richard Whiting (Council) <rwhiting@auburnmaine.gov>

Cc: Phil Crowell <pcrowell@auburnmaine.gov>; Heather Hunter <hhunter@lewistonmaine.gov>

Subject: [External]RE: Waiver of First Refusal

Thanks, just seeing this now. Am I correct that this parcel is next to Superior Carriers and is also adjacent to a parcel of land the Airport owns? Just trying to place the property.

Matthew Garside

Poland Town Manager

998-4601

mgarside@polandtownoffice.org

From: Jonathan P LaBonte <j.labonte@auburnmaine.gov>

Sent: Tuesday, October 31, 2023 1:21 PM

To: marc@mbmetalfab.com; RMcCarthy@lewistonmaine.gov; Tracy J. Roy <TJRoy@lewistonmaine.gov>; Lawrence Allen <larry.allen@avcog.org>; Matt Garside <mgarside@polandtownoffice.org>; Richard Whiting (Council) <rwhiting@auburnmaine.gov>

Cc: Phil Crowell <pcrowell@auburnmaine.gov>; Heather Hunter <hhunter@lewistonmaine.gov>

Subject: Waiver of First Refusal

Importance: High

Good morning,

I have had two property owners in the original Airpark reach out as they try to quickly close on a property sale. The airport retains a right of first refusal on all original airpark properties. The manager/board chair is not authorized to sign these in a vacuum, so they will appear on the 11/8 agenda.

That being said, I would not recommend, at these purchase prices, that the airport seek to acquire these parcels.

While a board vote will need to occur to ratify any signatures, I am sending this email to create space for any opposition to waiving our rights. If there is no opposition, I will proceed to sign (to allow

these investments to proceed between two private properties) and have the board ratify those signatures formally Wednesday.

Thank you in advance.

Jonathan P. LaBonté

Transportation Systems Director, City of Auburn

Board of Directors Chair, Auburn-Lewiston Municipal Airport (www.flytomaine.com)

60 Court Street | Auburn, Maine 04210 | 207.333.6601 X1070

<image007.png>

[<image008.png>](#)

[<image009.png>](#)

[<image010.png>](#)

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From: [Robert A. McCarthy](#)
To: [Richard Whiting \(Council\)](#)
Cc: [Jonathan P LaBonte](#); marc@mbmetalfab.com; [Tracy J. Roy](#); [Lawrence Allen](#); [Matt Garside](#); [Phil Crowell](#); [Heather Hunter](#)
Subject: [External]Re: Waiver of First Refusal
Date: Tuesday, October 31, 2023 3:50:32 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Jonathan,
I agree with Councilor Whiting.

Bob McCarthy

Sent from my iPhone

On Oct 31, 2023, at 3:45 PM, Richard Whiting (Council)
<rwhiting@auburnmaine.gov> wrote:

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Greetings,
I don't see the airport buying these, but the board has 30 days to respond. The 8th is slightly more than a week away. I don't see any harm in waiting until the 8th.
Rick

Sent from my U.S.Cellular© Smartphone
Get [Outlook for Android](#)

From: Jonathan P LaBonte <j.labonte@auburnmaine.gov>
Sent: Tuesday, October 31, 2023 1:21:02 PM
To: marc@mbmetalfab.com <marc@mbmetalfab.com>; RMcCarthy@lewistonmaine.gov <RMcCarthy@lewistonmaine.gov>; Tracy J. Roy <TJRoy@lewistonmaine.gov>; Lawrence Allen <larry.allen@avcog.org>; Matt Garside <mgarside@polandtownoffice.org>; Richard Whiting (Council) <rwhiting@auburnmaine.gov>
Cc: Phil Crowell <pcrowell@auburnmaine.gov>; Heather Hunter <hhunter@lewistonmaine.gov>
Subject: Waiver of First Refusal

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Transportation Systems Director, City of Auburn
Board of Directors Chair, Auburn-Lewiston Municipal Airport
(www.flytomaine.com)
60 Court Street | Auburn, Maine 04210 | 207.333.6601 X1070

[<image001.png>](#)

[<image002.png>](#)

[<image003.png>](#)

[<image004.png>](#)

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From: [Tracy J. Roy](#)
To: [Jonathan P LaBonte](#); marc@mbmetalfab.com; [Robert A. McCarthy](#); [Lawrence Allen](#); [Matt Garside](#); [Richard Whiting \(Council\)](#)
Cc: [Phil Crowell](#); [Heather Hunter](#)
Subject: [External]RE: Waiver of First Refusal
Date: Tuesday, October 31, 2023 2:23:27 PM
Attachments: [image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)

Hi Jonathan,

I know we can't afford the property at that price, but can we see where on the map the property falls? Will you be putting that in the agenda packet?

Thank you.

Tracy

Tracy Roy
FINANCE DIRECTOR

Finance Department
27 Pine Street, Lewiston, ME 04240
(207) 513-3038

Visit us at LewistonMaine.gov

LEWISTON  ME

From: Jonathan P LaBonte <j.labonte@auburnmaine.gov>
Sent: Tuesday, October 31, 2023 1:21 PM
To: marc@mbmetalfab.com; [Robert A. McCarthy <RMcCarthy@lewistonmaine.gov>](mailto:RMcCarthy@lewistonmaine.gov); [Tracy J. Roy <TJRoy@lewistonmaine.gov>](mailto:TJRoy@lewistonmaine.gov); [Lawrence Allen <larry.allen@avcog.org>](mailto:larry.allen@avcog.org); [Matt Garside <mgarside@polandtownoffice.org>](mailto:mgarside@polandtownoffice.org); [Richard Whiting \(Council\) <rwhiting@auburnmaine.gov>](mailto:rwhiting@auburnmaine.gov)
Cc: [Phil Crowell <pcrowell@auburnmaine.gov>](mailto:pcrowell@auburnmaine.gov); [Heather Hunter <HHunter@lewistonmaine.gov>](mailto:HHunter@lewistonmaine.gov)
Subject: Waiver of First Refusal
Importance: High

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Transportation Systems Director, City of Auburn

Board of Directors Chair, Auburn-Lewiston Municipal Airport (www.flytomaine.com)

60 Court Street | Auburn, Maine 04210 | 207.333.6601 X1070



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From: [Lawrence Allen](#)
To: [Jonathan P LaBonte](#); marc@mbmetalfab.com; RMcCarthy@lewistonmaine.gov; [Tracy J. Roy](#); mgarside@polandtownoffice.org; [Richard Whiting \(Council\)](#)
Cc: [Phil Crowell](#); [Heather Hunter](#)
Subject: [External]RE: Waiver of First Refusal
Date: Tuesday, October 31, 2023 1:35:18 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

I don't want to assume so I'm asking. The Airports right of first refusal will convey into the next deed and the new property owner will be subject to the same. I didn't see any language to that effect but maybe it goes without saying?

Again, I don't want to assume

Larry Allen

Interim MPO Director
Transit Program Manager
Civil Rights Officer
AVCOG / ATRC / LATC / Citylink

From: Jonathan P LaBonte <j.labonte@auburnmaine.gov>
Sent: Tuesday, October 31, 2023 1:21 PM
To: marc@mbmetalfab.com; RMcCarthy@lewistonmaine.gov; [Tracy J. Roy](#) <TJRoy@lewistonmaine.gov>; [Lawrence Allen](#) <larry.allen@avcog.org>; mgarside@polandtownoffice.org; [Richard Whiting \(Council\)](#) <rwhiting@auburnmaine.gov>
Cc: [Phil Crowell](mailto:pcrowell@auburnmaine.gov) <pcrowell@auburnmaine.gov>; [Heather Hunter](mailto:hhunter@lewistonmaine.gov) <hhunter@lewistonmaine.gov>
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Importance: High

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Auburn – Lewiston Municipal Airport Board Meeting Information Sheet

Board Workshop or Meeting Date: November 8, 2023

Author: Jonathan P. LaBonte, Board Chair

Subject: Waiving the Right of First Refusal for 0 Kittyhawk Avenue (Cutter Family LLC)

Information: The property at Tax Map 131, Lot 002 was part of the original Airport Industrial Airpark subdivision. As such, it is subject to the original covenant established and permanently associated with the deeds to those properties. The airport had retained this property until 2012, since the airport master plan had committed the airport to retain these properties and to lease them to generate operating revenue. The Board and cities at the time authorized its sale to the Cutter family.

The Cutters chose not to develop and are now selling the property. The airport was given an opportunity to purchase the property at the offered price of \$150,000. Based on recent appraisals and sales, it is estimated that the value of this property is under \$100,000. Given the financial state of the airport and priorities for limited capital funding, it had been recommended that the airport waive its right of first refusal.

The board was requested to offer any objection to this, via email, so that the Cutter family could proceed with a sale. That electronic request and responses are included in the board packet for transparency purposes.

Airport Financial Impacts: N/A

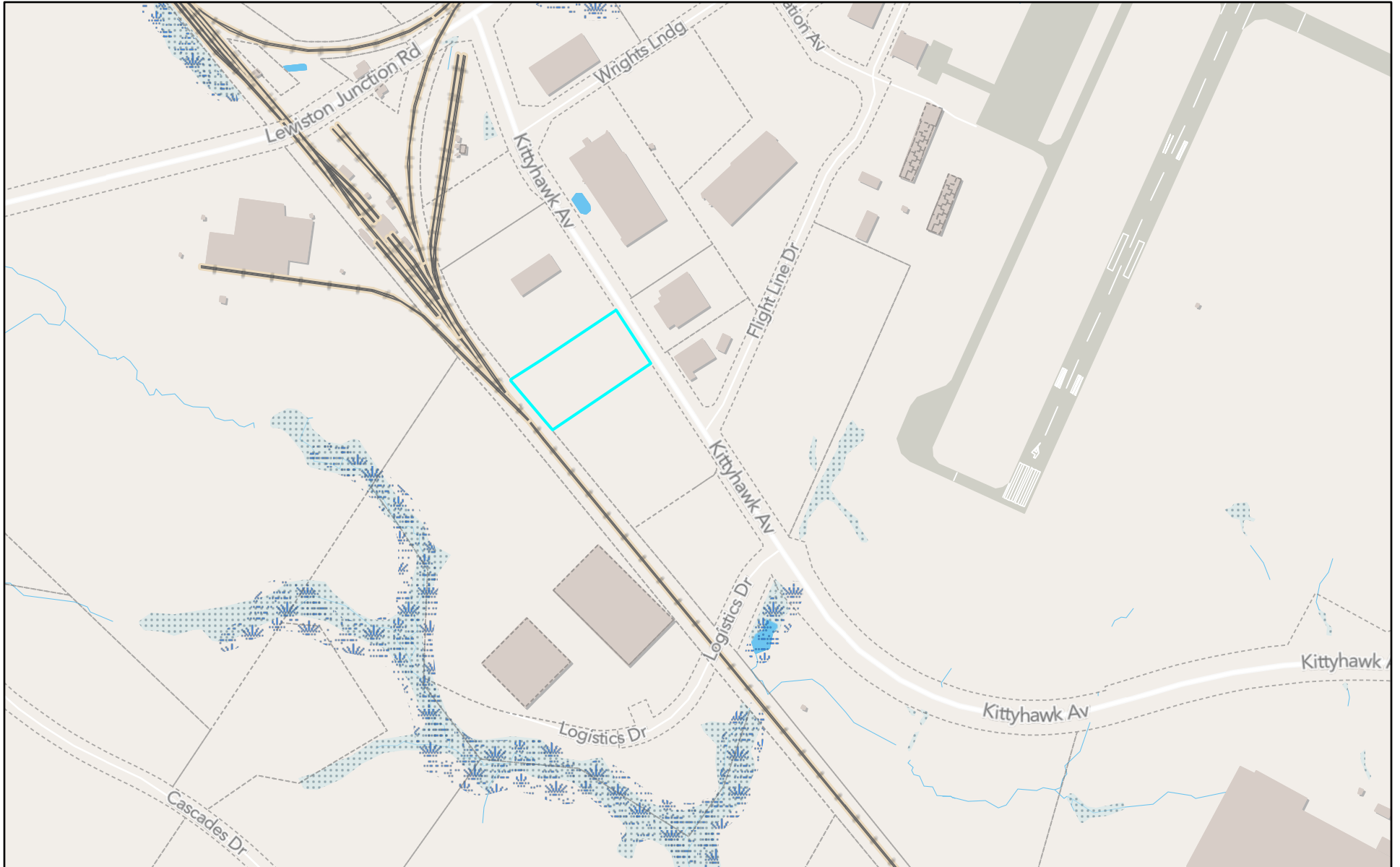
Recommended Action: Approve order ratifying the signature of the Board Chair

Previous Meetings and History:

Attachments:

Property Map
Purchase and Sale Agreement
Affidavit Waiving Right of First Refusal
Electronic Board Communication Seeking any Objections
Airpark Covenants

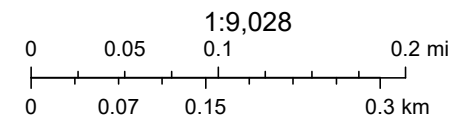
ArcGIS Web Map



11/2/2023, 4:54:34 PM

 Current Parcels _ Public

 Wetlands



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Web AppBuilder for ArcGIS

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AMENDMENT 2 TO CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

Capital Properties LLC and/or assigns (“Purchaser”) and K & R Realty Associates, LLC (“Seller”) entered into a Contract for the Sale of Commercial Real Estate (“the Contract”) with an effective date of August 3, 2023 for property located at 392 Warren Ave, 400 Warren Ave & 420 Warren Ave, Portland, 80 Kittyhawk Dr, Auburn and 35 aka 37 Godsoe Rd, Bangor. Purchaser and Seller agree to amend the Contract as follows:

1. Closing Date to be changed from October 30, 2023 to November 1, 2023.

Except as amended above, the Contract shall remain in full force and effect, and Purchaser and Seller hereby ratify and confirm the Contract, as amended by this Amendment.

This Amendment may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument.

Seen and agreed to this 13th day of October, 2023

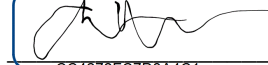
DocuSigned by:

SCOTT KOOCHER

8674A29A529C444...
SELLER: K & R Realty Associates, LLC

BY:

DocuSigned by:



CC4272FC7D3A4C1
PURCHASER: Capital Properties LLC and/or assigns
BY: Aaron Walker

AFFIDAVIT

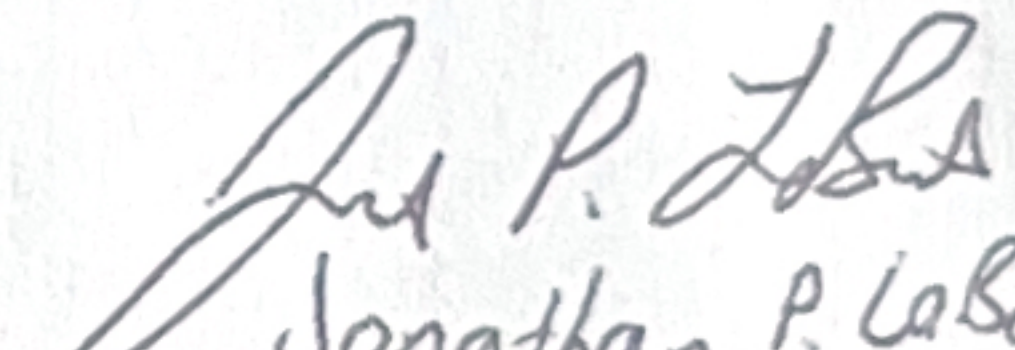
I, Jonathan P. LaBonte, being first duly sworn, do hereby depose and state as follows:

(1) My name is Jonathan P. LaBonte, and I am the Airport Manager and the Chair of the Board of Directors of the Auburn-Lewiston Municipal Airport (the "Airport").

(2) The Board of Directors has been provided with a right of first refusal to purchase certain real estate located at 0 Kittyhawk Avenue (Tax Map 131-002-001), Auburn, Maine, said real estate being more fully described in a Deed from the City of Auburn and the City of Lewiston to Cutter LLC dated September 27, 2012, and recorded in the Androscoggin County Registry of Deeds in Book 8502, Page 151 (the "Real Estate").

(3) The Airport has no interest in acquiring the Real Estate, waives its right to acquire the Real Estate, and hereby consents to the transfer and sale of said Real Estate by Cutter LLC to Edward Chapman and Sharon Chapman or their assignee.

I make this Affidavit based upon my personal knowledge and belief


Jonathan P. LaBonte

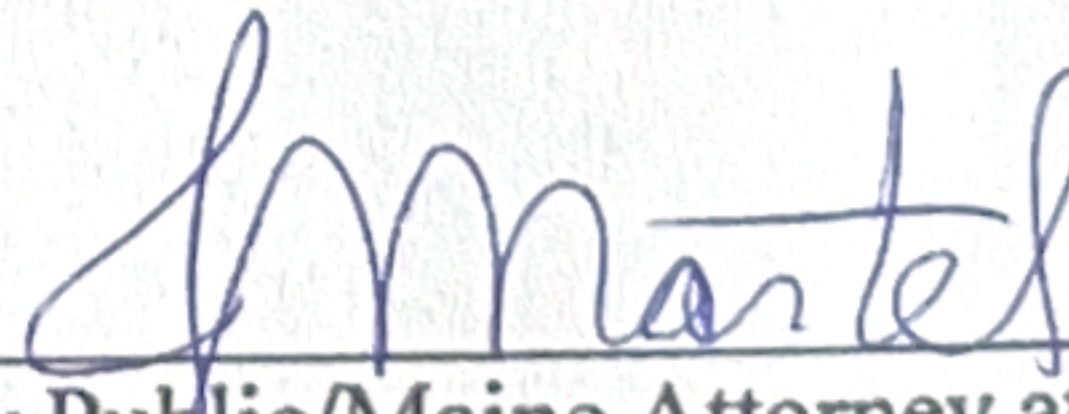
Dated at Auburn, Maine as of this 1 day of November, 2023.

STATE OF MAINE
ANDROSCOGGIN, SS

November 1, 2023

Then personally appeared the above-named Jonathan P. LaBonte, and made oath to the truth of the above statements by him made.

Before me,



Notary Public/Maine Attorney at Law (Bar # _____)

Print name: _____

My commission expires: _____



JENNIFER MARTEL
Notary Public-Maine
My Commission Expires
October 25, 2025

PROTECTIVE COVENANTS
FOR THE
AUBURN-LEWISTON MUNICIPAL AIRPORT
INDUSTRIAL AIRPARK

Development Objectives

The Auburn-Lewiston Municipal Airport Board of Directors acting on behalf of the Cities of Lewiston and Auburn seek to provide prime development sites which can accommodate industries desiring immediate access to an airport, railroad, or interstate highway. Priority will be given to industries with transportation access requirements and which are compatible with the airport environment. The primary types of tenants desired include: (1) aviation related industry, (2) distribution centers, (3) general warehousing, (4) light manufacturing, (5) research and development, (6) engineering facilities, and other industries which frequently need air transportation, railroad or highway access.

Environmental Goal

A principle objective of the AIRPARK is to assure that the planned industrial development will be achieved in an orderly manner without creating adverse environmental impacts of any kind. These protective covenants serve to promote an aesthetically pleasing environment enhanced by abundant natural growth, without diminishing functional needs of the industries. Accomplishment of this objective will ensure a state of maximum compatibility between tenant industries and will preserve the natural environment.

Compliance

These regulations are intended to retain the integrity of the AIRPARK PLAN, protect tenants and property owners from encroachment of a neighboring industry, and to preserve the tangible qualities of property value. The following covenants are binding on each tenant and property owner and are a permanent part of each land lease or sale agreement. The Airport Manager shall oversee the AIRPARK and assure compliance with covenants. Exceptions and modifications to these covenants can only be made by the Airport Board of Directors with the written consent of a majority of the present property owners and tenants.

Long-Term Leases

Due to existing covenants and release conditions established by the federal government, lots in the AIRPARK may be sold only if approved by the federal government. Long-term leases

acceptable to financial lending institutions may also be negotiated if approved by the federal government.

Speculation Covenant for Leasing

All proposed construction must start within six months of the execution of a lease and must be completed before the expiration of the initial building permit. Reasonable extensions of time may nevertheless be granted where good cause therefore is shown. No subleasing of sites or buildings will be permitted without prior approval of the Airport Board of Directors. Non-compliance without reasonable justification will subject the tenant to forfeit its lease and the Board will refund any unused lease payments.

Speculation Covenant for Sales

If, after six months from the execution date of the sale agreement on the property the purchaser shall not have begun in good faith the construction of an acceptable building upon the purchased lot, the Airport Directors shall have the option to refund the purchase price and enter into possession of the property and the purchaser will reconvey any and all interest in the property by warranty deed free and clear of all encumbrances.

Right of First Refusal on Resales

Additionally, prior to any sale of land or buildings, the owner of such property shall notify the Airport Board of Directors in writing via registered mail of his or her intention to sell, describing the premises to be sold. The Airport Board of Directors shall have thirty days from the date of receipt of such notice to purchase said property at the same price as shall have been offered for same on a bona fide basis. Failure on the part of the Airport Board of Directors to notify in writing within thirty days, the owner, of its election to exercise said option shall free such owner to sell such premises to any person at a price not less than the price stated in the first refused offer to the Airport Board of Directors. The term "sale" as used in this paragraph shall not include a conveyance made by the owner to any member of his or her family, to a trust created for himself or herself or any member of his or her family or to any corporation of which the owner or spouse own at least twenty-five percent of the outstanding stock where the transfer is not made for the purpose of evading the Airport's right of first refusal. The term sale shall not include any mortgage given by the owner on the property, and further shall not include any foreclosure by foreclosure sale, deed in lieu of foreclosure, or any other lawful foreclosure proceeding, but after the completion of any of the foregoing transactions, the above restrictions apply.

Site Plan Approval

Before commencing any improvements to the site, the property owner or tenant shall submit site plans, building plans, and specifications to the Airport Board of Directors for approval. The

plans and specifications must conform to the performance standards of this Covenant and all existing State and local codes, regulations, and permit requirements. In the event that the Board shall fail to approve or disapprove such plans within 30 days after they have been submitted, such approval will not be required and this covenant will be deemed to have been complied with. Any disapproval will include specific reference to the points which the Board considers unacceptable.

Site Plan Content

Five copies of the Site Plan, certified by a Professional Engineer registered in the State of Maine, shall be drawn to a scale of not more than 40' to the inch and must include the following:

1. A layout plan showing all buildings, parking areas, circulation roads and walkways, landscaping (existing and proposed), and fencing or other screening.
2. Underground utility plan showing electric service, sewer and water connections, and other utility lines.
3. Proposed drainage plan.
4. Building plans including a plan view, elevation drawings of all faces, and exterior specifications.
5. Exterior lighting plan including types of fixtures proposed, locations and heights.
6. Description of any proposed sign(s).
7. Description of all structures: antennas, chimneys, etc., rising above the roof elevation. Give exact heights.

Performance Standards

The following standards are to be used by the Airport Board of Directors in judging applications for Site Plan reviews and shall serve as minimum requirements for approval of the Site Plan. The Site Plan will be approved unless in the judgment of the Board, the applicant is not able to reasonably meet one or more to these standards.

1. Airport Compatibility - Due to the AIRPARK'S location immediately adjacent to an airport, special consideration must be given to the following:

Maximum height of any structure must not exceed the imaginary surfaces of the Airport, which presently does not restrict below 50 feet above the runway elevation in the AIRPARK. The Auburn Zoning Ordinance requires a 45 ft. maximum building height.

Outside lighting and signs shall not represent a distraction to approaching aircraft which could potentially confuse pilots.

Radio frequency emissions must be avoided or shielded so as to cause no interference with airport navigational aids and/or aircraft-to-ground communications.

Lots 12 through 16 on the AIRPARK plan shall be reserved for companies requiring direct access to the airfield.

2. Compliance with the following State of Maine, Department of Environmental Protection regulations and any subsequent regulations enacted.

Special conditions for Industrial Park Approvals pursuant to the Site Location Development ACT (38 M.R.S.A. Sec. 483)

Development of individual lots within industrial parks which have received Board/Department of Environmental Protection approval pursuant to the Site Location of Development Act do not require further Board/Department approval providing the project meets all the following criteria:

- a. The individual lot development by itself does not require Site review because it does not fall within the definitions of a structure as noted in 38 M.R.S.A. Sec 482, Paragraph 6.
- b. The discharge to sanitary sewer contains only sanitary waste of less than 5000 gallons per day or where the developer has certification from the Bureau of Water Quality Control that the municipal sewer treatment system is sufficient to treat and dispose of the wastewater generated by the project.
- c. All disturbed areas not paved, used for building space or delineated paved parks and walkways are seeded prior to September 15 with a grass mixture tolerant of Maine climate or mulched with a binder prior to snow. The mulch shall be applied at the rate of 150 lbs. per 1000 sq. feet.
- d. A vegetative or architectural screen is developed to separate individual lots having significantly different uses. (i.e., office vs. warehousing vs. industrial.)
- e. All surface drainage systems from individual facilities are constructed in accordance with the overall park drainage system and do not cause water flow in excess of that for which the park

drainage system has been designed or do not cause water to flow outside prescribed drainage easements.

f. Solid waste from individual facilities is transported to a site or sites which are in conformance with State of Maine Solid Waste Management Regulations.

g. Traffic associated with individual facilities does not require relocation or modification of the originally approved park road system or existing roads.

h. Any discharge to the atmosphere other than heating units of less than 10 million b.t.u. input is licensed by the Bureau of Air Quality Control or certification from the Air Bureau that the discharge does not require a discharge license.

i. The applicant shall forward to the DEP a description of the lot usage plot plan of individual lots to insure that the Department maintains up to date industrial park records.

3. Site Preparation - Any earth movement should be accomplished to the advantage of good aesthetics and landscaping. This should include the flagging of trees prior to site development and the selective retention of trees.

Provision should be made for on-site sedimentation/siltation and erosion control by the developers. Disruption of natural drainage shall be minimized.

4. Landscaping/Screening - the required setback areas shall be at least 70 percent landscaped with lawns, trees, or shrubs. The first 5 feet of side and rear setbacks shall be maintained as landscaping except where occupied by a railsiding. Maximum use is required of screen planting, bushes, and approved decorative fences as buffer zones between lots and around parking areas. All loading docks and outdoor storage areas shall be screened in this manner.

5. Land-to-Building Ratio - The total building(s) floor area shall not be more than 40% of the lot area size.

6. Building Setback - No building shall be constructed nearer than 50 feet to the lot lines parallel to a street or 35 feet to other boundaries.

7. Building Height - The maximum permitted building by city ordinance is 45 feet. In the event this ordinance should be changed covenant shall be reviewed to ensure compatibility.

8. Parking - On-street is prohibited. Each industry must provide adequate parking for its maximum anticipated need. In no case shall it be less than the following standards:

One space per 1000 sq. ft. of building floor area for warehouse facilities or single shift industries.

Two spaces per 1000 sq. ft. for manufacturing industries likely to operate more than one shift.

Three spaces per 1000 sq. ft. for Research and Development facilities or Corporate Office Buildings.

A parking space shall not be less than 300 sq. ft.

9. Sewer/Water - All tenants must tie into the AIRPARK sewer and water system. The industry discharge will not be permitted to overburden the AIRPARK system's design capacity.

10. Exterior Lighting - Must be a shielded type which will not create an adverse impact on neighboring properties or cause interference with safe airport operations.

11. No offsite signs are permitted except in the AIRPARK directory. On site signs are restricted to 4 sq. ft. per foot of lot frontage with a minimum of 20 sq. ft. and a maximum of 300 sq. ft. allowed. Ground signs shall be placed so as not to obstruct in any manner with circulation or maintenance care. Illuminated signs that flash and moving signs shall not be permitted.

12. Dust Control - During construction and subsequent operation of a tenant industry, measures shall be taken to prevent dust from creating a nuisance to other property owners, tenants, or the airport environment.

13. Continuous Care and Maintenance - Tenant industries and property owners are required to maintain all buildings, signs, and landscaping in a harmoniously attractive, safe, and clean condition at all times. Any changes or additions to a site is subject to approval by the Airport Board of Directors within thirty days of its proposal.

Approved by:

Airport Directors	12/18/86
Auburn City Council	4/06/87
Lewiston City Council	4/21/87
Auburn Planning Board	5/12/87

(protcov.wps)



Auburn – Lewiston Municipal Airport Board Meeting Information Sheet

Board Workshop or Meeting Date: November 8, 2023

Author: Jonathan P. LaBonte, Board Chair

Subject: Updating the Airport Minimum Standards for Commercial Aeronautical Activity

Information: As a federally obligated airport, we must make the airport available for a variety of commercial aviation activities. The airport last updated its minimum standards in 2018 and there have been several changes at the airport since then, with both management, board turnover, and changes in tenants. In addition, during the FAA Land Use Inspection in the summer of 2022, concerns were raised about the current application of our minimum standards, and a recommendation was made to update those.

We have enlisted the support of Allison Navia, current manager of Sanford and Fryeburg, through her consulting business, to assist us in the update process. The square footage and facility requirements either mirror the existing operational footprints of airport commercial activities, or set a requirement for new activities and the standard that needs to be met.

Airport Financial Impacts: N/A

Recommended Action: Discussion

Previous Meetings and History:

October 11 – Airport Workshop

October 18 – Tenant and Business Workshop

Attachments:

FAA Advisory Circular 150/5190-7 - Minimum Standards for Commercial Aeronautical Activity

Current Auburn Lewiston Municipal Airport Minimum Standards

Proposed Updated Minimum Standards



U.S. Department
of Transportation

**Federal Aviation
Administration**

Advisory Circular

Subject: MINIMUM STANDARDS FOR
COMMERCIAL AERONAUTICAL
ACTIVITIES

Date: August 28, 2006
Initiated by: ACO-100

AC No: 150/5190-7
Change:

1. PURPOSE. This advisory circular (AC) provides basic information pertaining to the Federal Aviation Administration's (FAA's) recommendations on commercial minimum standards and related policies. Although minimum standards are optional, the FAA highly recommends their use and implementation as a means to minimize the potential for violations of Federal obligations at federally obligated airports.

2. CANCELLATION. AC 150/5190-5, *Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities* (Change 1), dated June 10, 2002, is cancelled.

3. BACKGROUND. In accordance with the Airport and Airway Improvement Act of 1982, 49 United States Code (U.S.C.) § 47101, *et seq.*, and the Airport Improvement Program Sponsor Assurances, the owner or operator of any airport (airport sponsor) that has been developed or improved with Federal grant assistance or conveyances of Federal property assistance is required to operate the airport for the use and benefit of the public and to make it available for all types, kinds, and classes of aeronautical activity.¹ The Surplus Property Act of 1944 (as amended by 49 U.S.C., §§ 47151-47153) contains a parallel obligation under its terms for the conveyance of Federal property for airport purposes. Similar obligations exist for airports that have received nonsurplus government property under 49 U.S.C. § 47125 and previous corresponding statutes.

These Federal obligations involve several distinct requirements. Most important is that the airport and its facilities must be available for public use as an airport. The terms imposed on those who use the airport and its services must be reasonable and applied without unjust discrimination, whether by the airport sponsor or by a contractor or licensee who has been granted a right by the airport sponsor to offer services or commodities normally required to serve aeronautical users of the airport.

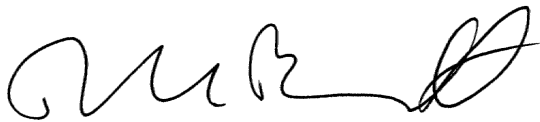
Federal law requires that recipients of Federal grants (administered by the FAA) sign a grant agreement or covenant in a conveyance of property that sets out the obligations that an airport sponsor assumes in exchange for Federal assistance. The FAA's policy recommending minimum standards stems from the airport sponsor's grant assurances and similar property conveyance obligations to make the airport available for public use on reasonable conditions and without unjust discrimination.

¹ The legislative background for the provisions discussed in this AC began as early as 1938 and evolved under the Federal Aid to Airports Program (FAAP), Airport Development Aid Program (ADAP), and Airport Improvement Program (AIP).

4. USE OF THIS AC. This AC addresses FAA's policy on minimum standards and provides guidance on developing effective minimum standards. This AC describes the sponsor's prerogative to establish minimum standards for commercial aeronautical service providers at federally obligated airports. Additionally, this AC provides guidance for self-service operations and self-service rules and regulation of other aeronautical activities. It does not address requirements imposed on nonaeronautical entities, which are usually addressed as part of the airport's contracts, leases, rules and regulations, and/or local laws. The FAA does not approve minimum standards. However, the FAA airports district and regional offices will review proposed minimum standards at the request of an airport sponsor. The FAA regional and district offices may advise airport sponsors on the appropriateness of proposed standards to ensure the standards do not place the airport in a position inconsistent with its Federal obligations.

5. RELATED READING MATERIALS.

- a. *FAA Airport Compliance Requirements*, Order 5190.6A, dated October 16, 1989.
- b. Further information can be obtained at the Airports District Office (ADO) in your area. A listing of ADOs can be found at http://www.faa.gov/airports_airtraffic/airports/regional_guidance/.



DAVID L. BENNETT
Director, Office of Airport
Safety and Standards

SECTION 1. MINIMUM STANDARDS

1.1. POLICY. The airport sponsor of a federally obligated airport agrees to make available the opportunity to engage in commercial aeronautical activities by persons, firms, or corporations that meet reasonable minimum standards established by the airport sponsor. The airport sponsor's purpose in imposing standards is to ensure a safe, efficient and adequate level of operation and services is offered to the public. Such standards must be reasonable and not unjustly discriminatory. In exchange for the opportunity to engage in a commercial aeronautical activity, an aeronautical service provider engaged in an aeronautical activity agrees to comply with the minimum standards developed by the airport sponsor. Compliance with the airport's minimum standards should be made part of an aeronautical service provider's lease agreement with the airport sponsor.

The FAA suggests that airport sponsors establish reasonable minimum standards that are relevant to the proposed aeronautical activity with the goal of protecting the level and quality of services offered to the public. Once the airport sponsor has established minimum standards, it should apply them objectively and uniformly to all similarly situated on-airport aeronautical service providers. The failure to do so may result in a violation of the prohibition against exclusive rights and/or a finding of unjust economic discrimination for imposing unreasonable terms and conditions for airport use.

1.2. DEVELOPING MINIMUM STANDARDS.

a. Objective. The FAA objective in recommending the development of minimum standards serves to promote safety in all airport activities, protect airport users from unlicensed and unauthorized products and services, maintain and enhance the availability of adequate services for all airport users, promote the orderly development of airport land, and ensure efficiency of operations. Therefore, airport sponsors should strive to develop minimum standards that are fair and reasonable to all on-airport aeronautical service providers and relevant to the aeronautical activity to which it is applied. Any use of minimum standards to protect the interests of an exclusive business operation may be interpreted as the grant of an exclusive right and a potential violation of the airport sponsor's grant assurances and the FAA's policy on exclusive rights.

b. Authority Vested in Airport Sponsors. Grant Assurance 22 *Economic Nondiscrimination* Sections (h) and (i) (see 49 U.S.C. § 47107) provides that the sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

Under certain circumstances, an airport sponsor could deny airport users the opportunity to conduct aeronautical activities at the airport for reasons of safety and efficiency.² A denial based on safety must be based on evidence demonstrating that safety will be compromised if the applicant is allowed to engage in the proposed aeronautical activity. Airport sponsors should carefully scrutinize the safety reasons for denying an aeronautical service provider the opportunity to engage in an aeronautical activity if the denial has the possible effect of limiting competition.

The FAA is the final authority in determining what, in fact, constitutes a compromise of safety. As such, an airport sponsor that is contemplating the denial of a proposed on-airport aeronautical activity

² The word efficiency refers to the efficient use of navigable airspace, which is an Air Traffic Control function. It is not meant to be an interpretation that could be construed as protecting the "efficient" operation of an existing aeronautical service provider at the airport.

is encouraged to contact the local Airports District Office (ADO) or the Regional Airports Office before taking action. Those offices will then seek assistance from FAA Flight Standards (FS) and Air Traffic (AT) to assess the reasonableness and whether unjust discrimination results from the proposed restrictions on aeronautical activities based on safety and efficiency.

c. Developing Minimum Standards. When developing minimum standards, the most critical consideration is the particular nature of the aeronautical activity and operating environment at the airport. Minimum standards should be tailored to the specific aeronautical activity and the airport to which they are to be applied. For example, it would be unreasonable to apply the minimum standards for a fixed-base operator (FBO) at a medium or large hub airport to a general aviation airport serving primarily piston-powered aircraft. The imposition of unreasonable requirements illustrates why “fill-in-the-blank” minimum standards and the blanket adoption of standards of other airports may not be effective. Instead, in Section 2 of this document, the FAA has provided guidance in the form of questions and examples to illustrate an approach to the development and implementation of minimum standards. It is important that the reader understand that what follows does not constitute a complete model for minimum standards, but rather a source of ideas to which the airport sponsor can turn when developing minimum standards.

d. Sponsor Prerogative to Establish Minimum Standards. When the airport sponsor imposes reasonable and not unjustly discriminatory minimum standards for airport operations through the use of reasonable minimum standards, the FAA generally will not find the airport sponsor in violation of the Federal obligations. Considerations for applying those standards may include, but are not limited to, the following:

- (1) Apply standards to all providers of aeronautical services, from full service FBOs to single service providers;
- (2) Impose conditions that ensure safe and efficient operation of the airport in accordance with FAA rules, regulations, and guidance;
- (3) Ensure standards are reasonable, not unjustly discriminatory, attainable, uniformly applied and reasonably protect the investment of providers of aeronautical services to meet minimum standards from competition not making a similar investment;
- (4) Ensure standards are relevant to the activity to which they apply; and
- (5) Ensure standards provide the opportunity for newcomers who meet the minimum standards to offer their aeronautical services within the market demand for such services.

Note: There is no requirement for inclusion of nonaeronautical activities (such as a restaurant, parking or car rental concession) in minimum standards since those activities are not covered under the grant assurances or covenants in conveyance of Federal property.

e. Practical Considerations. Many airport sponsors include minimum standards in their lease agreements with aeronautical service providers. While minimum standards implemented in this manner can be effective, they also render the airport sponsor vulnerable to the challenges of prospective aeronautical service providers on the grounds that the minimum standards are not objective. The FAA encourages airport sponsors to publish their minimum standards periodically. Minimum standards can be amended periodically over time; however, a constant juggling of minimum standards is not encouraged. Notifying aeronautical service providers that the changes to

minimum standards are to improve the quality of the aeronautical service offered to the public can facilitate earlier acceptance of changes. An airport sponsor can provide for periodic reviews of the minimum standards to ensure that the standards continue to be reasonable. To foster a more receptive environment, the FAA encourages airport sponsors to include aeronautical users in the process leading to changes in minimum standards.

f. Factors to Consider. Numerous factors can and should be considered when developing minimum standards. Airport sponsors may avoid unreasonable standards by selecting factors that accurately reflect the nature of the aeronautical activity under consideration. It is impossible for the FAA to present every possible factor necessary for a task, mostly because of the vast differences that exist between individual airports. Obvious factors one should consider are:

- (1) What type of airport is at issue? Is it a large airport or a small rural airport? Will the airport provide service to only small general aviation aircraft or will it serve high performance aircraft and air taxi operators as well?
- (2) What types of aeronautical activities will be conducted on the airport?
- (3) How much space will be required for each type of aeronautical activity that may prospectively operate at the airport?
- (4) What type of documentation will business applicants be required to present as evidence of financial stability and good credit?
- (5) To what extent will each type of aeronautical activity be required to demonstrate compliance with sanitation, health, and safety codes?
- (6) What requirements will be imposed regarding minimum insurance coverage and indemnity provisions?
- (7) Is each minimum standard relevant to the aeronautical activity for which it is to be applied?

g. New Versus Existing Aeronautical Service Providers. Airport sponsors are encouraged to develop minimum standards for new aeronautical business ventures it desires to attract to the airport. Minimum standards may be part of a competitive solicitation to encourage prospective service providers to be more responsive in their proposals. Minimum standards can be modified to reflect the airport's experience and to be watchful for new opportunities (i.e. such as Specialized Aviation Service Operations (SASOs)). Minimum standards should be updated to reflect current conditions that exist at the airport and not those that existed in the past. In any case, once an airport sponsor receives a proposal for a new aeronautical business, it must ascertain whether the existing minimum standards can be used for the new business or new minimum standards should be developed to better fit the new business venture. However, in all cases, the airport sponsor must ensure that in changing minimum standards for whatever reason, it is not applying unreasonable standards or creating a situation that will unjustly discriminate against other similarly situated aeronautical service providers. The FAA stands by the principle that once minimum standards have been established, airport sponsors must uniformly apply them to all similarly situated aeronautical service providers. Some points of consideration are as follows:

- (1) Can new minimum standards be designed to address the needs of both existing and future aeronautical business? If not, can a tiered set of minimum standards be developed to address the

same type of aeronautical activity but differ significantly in scale and investment (i.e. an FBO building large hangars and serving high performance aircraft and a second FBO building and only T-hangars and serving only smaller general aviation aircraft)?

(2) Was the minimum standard created under a lease agreement (with a specific aeronautical service provider) so the subject standard may not be reasonable if applied to other aeronautical service providers?

(3) Has conformance to the minimum standards been made a part of the contract between the aeronautical service provider and the airport sponsor?

(4) Has the financial performance of the airport improved or declined since the time the minimum standards were implemented?

1.3. MINIMUM STANDARDS APPLY BY ACTIVITY.

Difficulties can arise if the airport sponsor requires that all businesses comply with all provisions of the published minimum standards. An airport sponsor should develop reasonable, relevant, and applicable standards for each type and class of service.

a. Specialized Aviation Service Operations. When specialized aviation service operations (SASOs), sometimes known as single-service providers or special FBOs, apply to do business on an airport, “all” provisions of the published minimum standards may not apply. This is not to say that all SASOs providing the same or similar services should not equally comply with all applicable minimum standards. However, an airport should not, without adequate justification, require that a service provider desiring to provide a single service or less than full service also meet the criteria for a full-service FBO. Examples of these specialized services may include aircraft flying clubs, flight training, aircraft airframe and powerplant repair/maintenance, aircraft charter, air taxi or air ambulance, aircraft sales, avionics, instrument or propeller services, or other specialized commercial flight support businesses. Airport sponsors generally do not allow fuel sales alone as a SASO, but usually require that fuel sales be bundled with other services.

b. Independent Operators. If individual operators are to be allowed to perform a single-service aeronautical activity on the airport (aircraft washing, maintenance, etc.), the airport sponsor should have a licensing or permitting process in place that provides a level of regulation and compensation satisfactory to the airport. Frequently, a yearly fee or percentage of the gross receipts fee is a satisfactory way of monitoring this type of operation.

c. Self-Fueling and Other Self-Service Activities. Since self-service operations performed by the owner or operator of the aircraft using his or her own employees and equipment are not commercial activities, the FAA recommends that airport sponsor requirements concerning those non-commercial activities be separate from the document designed to address commercial activities. Airport rules and regulations or specific language in leases can better address requirements concerning self-service operations and other airport activities.

Self-fueling means the fueling or servicing of an aircraft (i.e. changing the oil, washing) by the owner of the aircraft with his or her own employees and using his or her own equipment. Self-fueling and other self-services cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. As one of many self-service activities that can be conducted by the aircraft owner or operator by his or her own employees using his or her own equipment, self-fueling, differs from using a self-service fueling pump made available by the airport,

an FBO or an aeronautical service provider. The use of a self-service fueling pump is a commercial activity and is not considered self-fueling as defined herein.

In addition to self-fueling, other self-service activities that can be performed by the aircraft owner with his or her own employees includes activities such as maintaining, repairing, cleaning, and otherwise providing service to an aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner. Title 14 Code of Federal Regulations (CFR) Part 43 permits the holder of a pilot certificate to perform specific types of preventative maintenance on any aircraft owned or operated by the pilot.

1.4. THROUGH THE FENCE OPERATOR. The owner of an airport may, at times, enter into an agreement (i.e. access agreement or lease agreement) that permits access to the public landing area by independent operators offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not a part of, the airport property. However, a through-the-fence operation could undermine an airport's minimum standards unless the airport sponsor is careful to apply its minimum standards through an airport access agreement, including conditions to protect the airport's ability to meet all of its Federal obligations.

a. No Obligation to Permit Through-the-Fence. The obligation to make an airport available for the use and benefit of the public does not require the airport sponsor to permit ground access by aircraft from adjacent property. Through-the-fence arrangements can place an encumbrance upon the airport property and reduce the airport's ability to meet its Federal obligations. As a general principal the FAA does not support agreements that grant access to the public landing area by aircraft stored and serviced off-site on adjacent property.

In some cases, however, the airport sponsor may opt to grant through-the-fence access, but it should do so on a case-by-case basis and only when the airport retains its ability to meet its Federal obligations. To minimize the possibility of conflict between a through-the-fence agreement and the airports' ability to meet its Federal obligations, the airport sponsor must retain the legal right to require the off-site property owner or party granted access to the airport to conform in all respects to the requirements of any existing or proposed grant agreement or Federal property conveyance obligation. This includes requirements to ensure operating safety and equitable compensation for use of the airport. Special safety and operational requirements should be incorporated into any access agreement to ensure that the through-the-fence access does not complicate the control of vehicular and aircraft traffic or compromise the security of the airfield operations area.

Proposed new agreements granting access to a public landing area from off-site locations should be reported to the FAA Regional Airports Division with a full statement of the circumstances and a copy of the proposed through-the-fence or access agreement so the FAA can review it for consistency with the airport sponsor's Federal obligations and incorporate it into the current Airport Layout Plan (ALP).

b. Access Agreement. Any through-the-fence access should be subject to a written agreement between the airport sponsor and the party granted access. The access agreement should specify what specific rights of access are granted; payment provisions that provide, at a minimum, parity with similarly situated on-airport tenants and equitable compensation for the use of the airport; expiration date; default and termination provisions; insurance and indemnity provisions; and a clear statement that the access agreement is subordinate to the grant assurances and/or Federal property conveyance obligations and that the sponsor shall have the express right to amend or terminate the access agreement to ensure continued compliance with all grant assurances and Federal property conveyance obligations.

The access agreement should have a fixed contract period and the airport sponsor is under no obligation to accept a proposed assignment or sale of the access agreement by one party to another. It is encouraged that airport sponsors expressly prohibit the sale or assignment of its access agreement.

1.5. RESERVED.

SECTION 2. GUIDANCE ON DEVELOPING MINIMUM STANDARDS

2.1. SAMPLE QUESTIONS. As a guide for the airport sponsor, the following series of questions are provided to address some of the various types of specific services or activities frequently offered to the public:

a. Fuel Sales. The on-airport sale of fuel and oil requires numerous considerations that include, but are not limited to, the physical requirements for a safe and environmentally sound operation. Some recommended considerations are listed below:

- (1) Where on the airport will the fuel tanks be installed? Who will control access to the fueling site? What parties will be granted access to the site to receive fueling services?
- (2) Will fuel tanks be installed above or below ground? Will fuel trucks be utilized to fuel remotely parked aircraft?
- (3) Will the fueling operator have sufficient fuel capacity and types of fuel to accommodate the mix of aircraft using the airport?
- (4) How many days' supply of fuel will be available on airport? Are provisions to resupply the on-airport fuel tanks sufficient to ensure a continuous fuel supply?
- (5) Will the fueling operator have suitable liability insurance and indemnify the airport sponsor for liability for its fueling operation, including fuel spills and environmental contamination?

b. Personnel Requirements. An aeronautical service provider's need for personnel will be dictated by the size of the airport and the public demand for aeronautical services. In all instances, an airport sponsor will be well advised to ensure that aeronautical service providers have sufficient personnel to run their operation safely and meet aeronautical demand for the services in question. Naturally, the personnel requirements will vary with the specific aeronautical service being offered.

- (1) How many fully trained and qualified personnel will be available each day and over what hours to provide aeronautical services? Will this reasonably meet the demand by aeronautical users?
- (2) Describe the training and qualifications of personnel engaged in the services provided to aeronautical users.

c. Airport and Passenger Services. This is a necessary consideration in those instances where the airport has aeronautical service providers engaged in handling services for air carrier and/or cargo carriers that do not provide their own support personnel on-site:

(1) Provide a list of the equipment and services (both above and below wing) that will be provided by the aeronautical service provider, including ground power units, over night parking areas, towing equipment, starters, remote tie-down areas, jacks, oxygen, compressed air, tire repair, sanitary lavatory service, ticketing and passenger check-in services, office and baggage handling services and storage space.

(2) What provisions have been made regarding passenger conveniences and services?

(a) Access to passenger loading bridges/steps, sanitary rest rooms, boarding hold rooms, telephones, food and beverage service, and other passenger concessions.

(b) Access to concession and ground transportation services for the benefit of passengers and/or crewmembers.

d. Flight Training Activities. On-airport flight training can be provided by the airport sponsor/owner or by a service provider. The minimum standards imposed on flight instruction operations should take the following information into consideration:

(1) What type of flight training will the service provider offer?

(2) What arrangements have been made for the office space the school is required to maintain under 14 CFR 141.25? What is the minimum amount of classroom space that the service provider must obtain?

(3) Will flight training be provided on a full-time or part-time basis?

(4) What type of aircraft and how many will be available for training at the on-airport location?

(5) What provisions have been made for the storage and maintenance of the aircraft?

(6) What provisions will be made for rest rooms, briefing rooms, and food service?

(7) What coordination and contacts exist with the local Flight Standards District Office?

e. Aircraft Engine/Accessory Repair and Maintenance. The applicant for an on-airport repair station is subject to several regulatory requirements under 14 CFR Part 145 *Repair Stations*. Depending on the type and size of the proposed repair station, the following questions may provide helpful guidelines:

(1) What qualifications will be required of the repair station employees? Typically, the holder of a domestic repair station certificate must provide adequate personnel who can perform, supervise, and inspect the work for which the station is rated.

(2) What repair station ratings does the applicant hold?

(3) What types of services will the repair station offer to the public? These services can vary from repair to maintenance of aircraft and include painting, upholstery, etc.

(4) Can the applicant secure sufficient airport space to provide facilities so work being done is protected from weather elements, dust, and heat? The amount of space required will be directly related to the largest item or aircraft to be serviced under the operator's rating.

(5) Will suitable shop space exist to provide a place for machine tools and equipment in sufficient proximity to where the work is performed?

(6) What amount of space will be necessary for the storage of standard parts, spare parts, raw materials, etc.?

(7) What type of lighting and ventilation will the work areas have? Will the ventilation be adequate to protect the health and efficiency of the workers?

(8) If spray painting, cleaning, or machining is performed, has sufficient distance between the operations performed and the testing operations been provided to prevent adverse affects on testing equipment?

f. Skydiving. Skydiving is an aeronautical activity. Any restriction, limitation, or ban on skydiving on the airport must be based on the grant assurance that provides that the airport sponsor may prohibit or limit aeronautical use for the safe operation of the airport (subject to FAA approval). The following questions present reasonable factors the sponsor might contemplate when developing minimum standards that apply to skydiving:

(1) Will this activity present or create a safety hazard to the normal operations of aircraft arriving or departing from the airport? If so, has the local Airports District Office (ADO) or the Regional Airports Office been contacted and have those FAA offices sought the assistance from FAA Flight Standards (FS) and Air Traffic (AT) to assess whether safe airport operations would be jeopardized?

(2) Can skydiving operations be safely accommodated at the airport? Can a drop zone be safely established within the boundaries of the airport? Is guidance in FAA AC-90-66A *Recommended Standards Traffic Patterns and Practices for Aeronautical Operations at Airports Without Operating Control Towers*, 14 CFR Part 105 and United States Parachute Association's (USPA) *Basic Safety Requirements* being followed?

(3) What reasonable time periods can be designated for jumping in a manner consistent with Part 105? What experience requirements are needed for an on-airport drop zone?

(4) What is a reasonable fee that the jumpers and/or their organizations can pay for the privilege of using airport property?

(5) Has the relevant air traffic control facility been advised of the proposed parachute operation? Does the air traffic control facility have concerns about the efficiency and utility of the airport and its related instrument procedures?

(6) Will it be necessary to determine the impact of the proposed activity on the efficiency and utility of the airport, related instrument approaches or nearby Instrument Flight Rules (IFR)? If so, has FAA Air Traffic reviewed the matter and issued a finding?

g. Ultralight Vehicles and Light Sport Aviation. The operation of ultralights and light sport aircraft are aeronautical activities and must, therefore, be generally accommodated on airports that have been

developed with Federal airport development assistance. Airport sponsors are encouraged to consider some of the following questions:

- (1) Can ultralight aircraft be safely accommodated at the airport? Is guidance in FAA AC-90-66A *Recommended Standards Traffic Patterns and Practices for Aeronautical Operations at Airports Without Operating Control Towers* and 14 CFR Part 103 being followed?
- (2) Can all types of Light Sport aircraft be safely accommodated at the airport?
- (3) Will this activity present or create a safety hazard to the normal operations of aircraft arriving or departing from the airport? If so, has FAA Flight Standards reviewed the matter and issued a finding?
- (4) Will an FAA airspace study be necessary to determine the efficiency and utility of the airport when considering the proposed activity? If so, has FAA Air Traffic reviewed the matter and issued a finding?

h. Fractional Aircraft Ownership. Fractional ownership programs are subject to an FAA oversight program similar to that provided to air carriers, with the exception of en route inspections. The FAA has for a long time and under certain circumstances, interpreted an aircraft owner's right to self-service to include operators. For example, a significant number of aircraft operated by airlines are not owned but leased under terms that give the operator airline owner-like powers. The same is true for other aeronautical operators such as charter companies, flight schools, and flying clubs, which may not hold title to the aircraft, but through leasing arrangements, for example, retain full and exclusive control of the aircraft for long periods of time. The same is true of 14 CFR Part 91 Subpart K. Fractional ownership companies are subject to operational control responsibilities, maintenance requirements, and safety requirements not unlike 14 CFR Part 135 operators. For additional information on fractional ownership, contact your local Flight Standards District Office.

i. Other Requirements. When drafting minimum standards documents, airport sponsors may have to take into account other Federal, state, and local requirements. This includes Federal requirements and guidance by the Transportation Safety Administration (TSA) and the Environmental Protection Agency (EPA), state requirements such as aircraft registration (in some states) and local fire regulations. For guidance on matters such as these, please contact the FAA's Airports District Office (ADO) in your area and/or state aviation agency. A listing of ADOs can be found at http://www.faa.gov/airports_airtraffic/airports/regional_guidance/. Information and contacts regarding state aviation agencies is available at <http://www.nasao.org/>.

2.2. THROUGH 2.5. RESERVED.

APPENDIX 1. DEFINITIONS

1.1. The following are definitions for the specific purpose of this AC.

a. Aeronautical Activity. Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not aeronautical activities.

b. Airport. An area of land or water that is used, or intended to be used, for the aircraft takeoff and landing. It includes any appurtenant areas used, or intended to be used, for airport buildings or other airport facilities or rights-of-way, together with all airport buildings and facilities located thereon. It also includes any heliport.

c. Airport District Office (ADO). These FAA offices are outlying units or extensions of regional airport divisions. They advise and assist airport sponsors with funding requests to improve and develop public airports. They also provide advisory services to the owners and operators of both public and private airports in the operation and maintenance of airports. See the FAA Web site for a complete listing of all ADO offices at http://www.faa.gov/airports/airtraffic/airports/regional_guidance/.

d. Airport Sponsor. The airport sponsor is either a public agency or a private owner of a public-use airport that submits to the FAA an application for financial assistance (such as AIP grants) for the airport. In accepting an application for financial assistance, the FAA will ensure that the airport sponsor is legally, financially, and otherwise able to assume and carry out the certifications, representations, warranties, assurances, covenants and other obligations required of sponsors, which are contained in the AIP grant agreement and property conveyances.

e. Commercial Self-Service Fueling. A fueling concept that enables a pilot to fuel an aircraft from a commercial fuel pump installed for that purpose by an FBO or the airport sponsor. The fueling facility may or may not be attended.

f. Exclusive Right. A power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred either by express agreement (i.e. lease agreement), by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.

g. Federal Airport Obligations. All references to a Federal grant program, Federal airport development assistance, or Federal aid contained in this AC are intended to address obligations arising from the conveyance of land or from grant agreements entered under one of the following acts:

(1) **Surplus Property Act of 1944 (SPA), as amended, 49 U.S.C. §§ 47151-47153.** Surplus property instruments of transfer were issued by the War Assets Administration (WAA) and are now issued by its successor, the General Services Administration (GSA). However, the law imposes upon the FAA (delegated to FAA from The Department of Transportation) the sole responsibility for determining and enforcing compliance with the terms and conditions of

all instruments of transfer by which surplus airport property is or has been conveyed to non-Federal public agencies pursuant to the SPA. 49 U.S.C. § 47151(b).

(2) Federal Aid to Airports Program (FAAP). This grant-in-aid program administered by the agency under the authority of the Federal Airport Act of 1946, as amended, assisted public agencies in the development of a nationwide system of public airports. The Federal Airport Act of 1946 was repealed and superseded by the Airport Development Aid Program (ADAP) of 1970.

(3) Airport Development Aid Program (ADAP). This grant-in-aid program administered by the FAA under the authority of the Airport and Airway Development Act of 1970, as amended, assisted public agencies in the expansion and substantial improvement of the Nation's airport system. The 1970 act was repealed and superseded by the Airport and Airway Improvement Act of 1982 (AAIA).

(4) Airport Improvement Program (AIP). This grant-in-aid program administered by the FAA under the authority of the Airport and Airway Improvement Act of 1982, 49 U.S.C. § 47101, *et seq.*, assists in maintaining a safe and efficient nationwide system of public-use airports that meet the present and future needs of civil aeronautics.

h. Federal Grant Assurance. A Federal grant assurance is a provision within a Federal grant agreement to which the recipient of Federal airport development assistance has agreed to comply in consideration of the assistance provided. Grant assurances are required by statute, 49 U.S.C. § 47101.

i. Fixed-Base Operator (FBO). A commercial business granted the right by the airport sponsor to operate on an airport and provide aeronautical services such as fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction, etc.

j. Fractional Ownership. Fractional ownership operations are aircraft operations that take place under the auspices of 14 CFR Part 91 Subpart K. This type of operation offers aircraft owners increased flexibility in the ownership and operation of aircraft including shared or joint aircraft ownership. It provides for the management of the aircraft by an aircraft management company. The aircraft owners participating in the program agree not only to share their own aircraft with others having a shared interest in that aircraft, but also to lease their aircraft to other owners in the program (dry lease exchange program).³ A fractional owner or owner means an individual or entity that possesses a minimum fractional ownership interest in a program aircraft and that has entered into the applicable program agreements. For additional information, please see 14 CFR 91.1001 *Applicability* at http://www.access.gpo.gov/nara/cfr/waisidx_04/14cfr91_04.html and contact your local Flight Standards District Office.

k. Grant Agreement. A Federal grant agreement represents an agreement made between the FAA (on behalf of the United States) and an airport sponsor for the grant of Federal funding.

l. Public Airport. Means an airport open for public use that is publicly owned and controlled by a public agency.

m. Public-Use Airport. Means either a public airport or a privately owned airport open for public use.

³ A dry lease aircraft exchange means an arrangement, documented by the written program agreements, under which program aircraft are available, on an as needed basis without crew, to each fractional owner.

n. Specialized Aviation Service Operations (SASO). SASOs are sometimes known as single-service providers or special FBOs performing less than full services. These types of companies differ from a full service FBO in that they typically offer only a specialized aeronautical service such as aircraft sales, flight training, aircraft maintenance, or avionics services for example.

o. Self-Fueling and Self-Service. Self-fueling means the fueling or servicing of an aircraft (i.e. changing the oil, washing) by the owner of the aircraft with his or her own employees and using his or her own equipment. Self-fueling and other self-services cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. As one of many self-service activities that can be conducted by the aircraft owner or operator by his or her own employees using his or her own equipment, self-fueling, differs from using a self-service fueling pump made available by the airport, an FBO, or an aeronautical service provider. The use of a self-service fueling pump is a commercial activity and is not considered self-fueling as defined herein. In addition to self-fueling, other self-service activities that can be performed by the aircraft owner with his or her own employees includes activities such as maintaining, repairing, cleaning, and otherwise providing service to an aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner.

p. Through-the-Fence Operations. Through-the-fence operations are those activities permitted by an airport sponsor through an agreement that permits access to the public landing area by independent entities or operators offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not a part of, the airport property. The obligation to make an airport available for the use and benefit of the public does not impose any requirement for the airport sponsor to permit ground access by aircraft from adjacent property.



Minimum Standards

For Commercial Activities

PART I

INTRODUCTION, PURPOSE & DEFINITIONS

INTRODUCTION: The Auburn-Lewiston Airport is obligated to make the airport available for public use under reasonable conditions and without unjust discrimination. Inherent in that obligation is the responsibility to develop standards that promote safety in all airport activities, protect airport users from unlicensed and unauthorized products and services, maintain and enhance the availability of adequate services for all airport users, promote the orderly development of airport land, and ensure efficiency of operations.

PURPOSE: These minimum standards shall be used by the Auburn-Lewiston Airport staff and Board of Commissioners to evaluate applications to conduct commercial aeronautical activities at the Airport.

DEFINITIONS:

Aeronautical Activity: Any activity conducted on airport property that makes the operation of an aircraft possible or that contributes to, or is required for the safe operation of aircraft. The following activities are considered to be aeronautical activities:

- Aerial application
- Aerial surveying
- Aerial photography
- Aircraft paint or upholstery
- Aircraft rental
- Aircraft sales
- Aircraft storage
- Air carrier operations (passenger and cargo)
- Air taxi and charter operations
- Aviation fuel and oil sales
- Avionics or instrument sales and repair
- Banner towing
- Engine or propeller sales and repair
- Flying clubs
- General and corporate aviation
- Sky-diving
- Pilot training
- Repair and maintenance of aircraft
- Sale of aircraft parts
- Sightseeing
 - Any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as an aeronautical activity.

Agreement or Lease: A contract executed between the airport and an entity granting a concession that transfers rights or interest in property, or otherwise authorizes the conduct of certain activities. An agreement or lease must be in writing, executed by both parties, and enforceable by law.

Air Charter: An entity that provides on-demand, non-scheduled passenger service in aircraft having no more than 30 passenger seats, and which operate under the appropriate Federal Aviation Regulations (FARs).

Aircraft: Any contrivance now known or hereafter invented, used, or designed for navigation of, or flight in the air. Excluded from this definition are ultra-lights, gliders, hot air balloons, and para-gliders.

Aircraft Maintenance: The repair, maintenance, adjustment, or inspection of aircraft. Major repairs include major alterations to the airframe, power-plant, and propeller, as defined in Part 43 of the FARs. Minor repairs include normal and routine annual inspections with attendant maintenance, repair, calibration, adjustment or repair of aircraft and associated accessories.

Airport Sponsor: A local municipal or state government body or entity obligated to the federal government to comply with the assurances contained in grant agreements or property conveyance instruments. A sponsor may be an entity that exists only to operate the airport, such as an airport authority established by local law. For this document, the terms airport sponsor and airport owner are used interchangeably.

Aviation-Related Activity: Any activity conducted on airport property that provides service or support to aircraft passengers or air cargo, such as:

- Auto parking lots
- Car rentals
- Concessions
- Ground transportation
- Restaurants
- Any other service or support activities that can appropriately be called aviation related.

Commercial Aeronautical Activity: Any aeronautical activity that involves, makes possible, or relates to the operation of Aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective is accomplished.

Commercial Non-Aeronautical Activity: Any activity not directly related to the operation of Aircraft, (e.g., restaurant, rental cars, ground transportation, or other concessions), the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective is accomplished.

Commercial Self-Service Fueling: A fueling concept that enables a pilot to fuel an aircraft from a commercial fuel pump installed for that purpose. This fueling facility is not attended.

Entity: Any person(s), firm, partnership, limited-liability company, corporation, unincorporated proprietorship, association, or group.

Equipment: All personal property and machinery together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the activity being performed.

FAA: Federal Aviation Administration.

FAR: Federal Aviation Regulation.

Fixed Base Operator (FBO): Commercial business providing multiple aeronautical services which may include aircraft fueling, storage, tie-down and parking, base-line services and associated pilot and passenger facilities (lobby, restrooms, flight planning room, etc.).

Grant Agreement: Any agreement made between an airport sponsor and the FAA, acting on behalf of the United States, for the grant of federal funding or a conveyance of land, either of which the airport sponsor agrees to use for airport purposes.

Grant Assurance: A provision contained in a federal grant agreement to which the recipient has voluntarily agreed, in consideration for the assistance provided.

Improvements: All buildings, structures, and facilities. Improvements may include pavement, fencing, signs, and landscaping that are constructed, installed, or placed on, under, or above any airport owned area.

Independent Operations (IO): Individual operators performing single-service aeronautical activities (such as aircraft washing, flight instruction, and maintenance) on the airport without a written agreement with the airport. An Independent Operator engaged in commercial activities on the airport without permission from the Airport is considered a Through-The-Fence (TTF) Operator.

Lease: A contract between the airport owner and an entity granting a concession that transfers rights or interests in property, or otherwise authorizes the conduct of certain activities. The lease must be in writing, executed by both parties, and enforceable by law.

Minimum Standards: The criteria established by an airport owner as the minimum requirements that must be met by businesses, in order to engage in providing on-airport aeronautical activities or services.

Oil: as defined in the federal regulations includes petroleum oils such as gasoline, diesel and heating oil as well as non-petroleum oils such as animal or vegetable oils, synthetic oils, and mineral oils.

Operator: The term applies to both commercial and non-commercial operations. The purveyor of any activity.

Self-Fueling: Self-fueling means the fueling of an aircraft by the owner of the aircraft with his or her own employees and using his or her own equipment. Self-fueling cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source permitted by the Airport. As with many self-service activities that can be conducted by the aircraft owner or operator by his or her own employees using his or her own equipment, self-fueling, differs from using a self-service fueling pump made available by the airport, an FBO, or an aeronautical service provider. The use of a self-service fueling pump is a commercial activity and is not considered self-fueling.

SPCC: used in federal regulations under the Clean Water Act, stands for "Spill Prevention Control and Countermeasure Plan." An Oil SPCC plan is a plan prepared in accordance with good engineering practices to prevent and clean up spills from oil storage tanks where a discharge could reach a navigable water body, either directly or indirectly. Applies to all operators located on Airport property.

SWPP: Storm Water Pollution Protection (plan). A plan required under the Federal Clean Water Act that considers all possible contamination that may enter nearby rivers and streams as runoff from rain and snow events. Applies to all operators located on Airport property regardless of type or activity.

Sublease: A lease agreement entered into by a lessee with another entity that transfers rights or interests in property or facilities, and that is enforceable by law.

Tenant: A person or entity who occupies or leases property on the Airport, or who conducts business operations of any kind upon the Airport premises, through a written agreement with the Airport.

Through-the-Fence (TTF) Access: The accessing airport property from property which is contiguous to the airport without establishing tenancy with the airport through a lease agreement.

PART II

MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

In addition to meeting the requirements of Part III, every person conducting commercial aeronautical activities shall meet the additional requirements as hereinafter set out. No lessee or agreement holder shall engage in any business or activity other than those for which they have received approval from the Board. By definition, all activities conducted herein are considered commercial and must therefore present at an appropriate time a business license.

The fact that an applicant has received a lease or agreement to conduct a specific activity on the Airport conveys no exclusive rights. The opportunity to carry on business at the Airport is a privilege conveyed by the Board and which may be granted concurrently to any other party. Furthermore, it is the Board's policy to grant the opportunity and privilege to carry on business at the Airport to all qualified persons who meet the requirements set forth herein. It is the intent of this policy to promote fair competition at the Auburn-Lewiston Airport, but not to expose those who have undertaken to provide commodities and services to unfair or irresponsible competition. This policy sets minimum standards to be met by those who propose to conduct a commercial aeronautical activity. These standards, by expressing minimum levels of service offered and insurance coverage obtained, relate primarily to the public interest. Uniformly applied, appropriate requirements discourage substandard enterprises, thereby protecting both established aeronautical activities and Airport patrons. It is not the policy of the Auburn-Lewiston Airport to impose an unreasonable requirement or standard not relevant to the proposed activity. The Board reserves the right to waive any of the standards listed under this part, with the evaluation and recommendation of the Airport Director—if in the opinion of the Board—existing conditions justify such a waiver.

Aeronautical service providers of more than one aeronautical activity must meet the more restrictive standard, if the standard is different from one activity to another. Also, aeronautical service providers cannot satisfy a standard by sharing the same asset used by a different provider, unless they are co-located in the same facility. See the Appendix for the minimum standards applicable to each aeronautical activity.

PART III

APPLICATIONS FOR LEASES AND PERMITS

Requests for new leases or for the assignment of existing leases of ground and/or facilities on the Airport or for permission to conduct any commercial, business or aeronautical activity on the Airport shall be made to the Airport Director. The Airport Director will present the application to the Airport Board for review and approval consideration as soon as he deems the application complete. A complete application contains all information and materials necessary or requested to prove that the applicant will qualify under and will comply with the Minimum Standards. The application shall be signed and submitted by an owner of the business, a partner (if a partnership), or a corporate officer/director. The airport director will not accept applications for through-the-fence activities but may grant one-time access on a case by case basis.

Minimum Application Information: The Airport Director will not accept or take action on an application or in any way permit the installation of a commercial activity until the proposed lessee submits a complete application which sets forth the scope of the proposed operation, including the following:

- Contact Information: Name, address, phone number, and email address of the applicant.
- Proposed Use: A detailed explanation of the proposed land use, facility use and/or activity.
- Personnel Qualifications: The names and the qualifications of the personnel to be involved in conducting such activity
- Applicant Qualifications: Explanation of how the applicant meets all of the qualifications and requirements established by these Minimum Standards, as well as the Airport's and FAA's Rules and Regulations.
- Safety Hazard: Does the applicant's proposed operations or construction create a safety hazard on the Airport?
- Cost to the Airport: How will this financially impact the airport? What additional costs and what additional revenue?
- Availability: Is there adequate available space on the Airport to accommodate the entire activity of the applicant at the time of application?
- Compliance with Master Plan: Will the proposed operation, airport development, or construction be consistent with the Master Plan and Airport Layout Plan?
- Congestion: Would the development or use unduly interfere with the operations of any present user by interfering with aircraft traffic or preventing free access to any other facility?
- Ecological Considerations: Does the proposed uses comply with Environmental Protection Agency, Department of Environmental Quality, Regional Health District, and Local Zoning requirements.

Supporting Documents: If requested by the Airport Director or Airport Board, the applicant will submit the following supporting documents to the Airport Director, together with such other documents and information, as may be requested:

- Financial statements, including current/actual balance sheet and income statement, and projected/pro-forma balance sheet and income statement, with the use/activity-sought included.
- Credit report authorization.
- An economic-feasibility study.
- Authorization for release of information from such persons as the Airport Director shall deem necessary, to determine the applicant's qualifications to perform as set forth in the application. The applicant shall also provide a release for any information, which may be required under federal or state law or regulation.
- The Airport Board may require the applicant to post a performance bond.

Review of Application: The Airport Board of Directors after receiving the evaluation and recommendation of the Airport Director, shall determine whether or not the applicant meets the standards and qualifications as herein set out, and whether or not such application should be granted in whole or part, and if so, upon what terms and conditions.

Lease or Agreement: Upon the approval of an application, the Board, will prepare a suitable lease or agreement which sets the terms and conditions of the land and/or the facility use. The lease will incorporate the minimum standards as they exist at the time of the lease's execution. Any permissions issued for commercial aeronautical activities shall be conditional upon or contain the minimum conditions and assurances. The Board may require such additional terms, conditions and assurances, as is deemed necessary in any particular instance. Those standards and or conditions may include:

- The lessee/operator is in compliance with and will remain in compliance with the Minimum Standards required for each activity.
- Any structure or facility to be constructed or placed upon the Airport shall conform to all federal, state and local safety regulations, current building codes, Airport policies, and fire regulations. Any construction once commenced will be diligently pursued to completion. Completion and occupancy of the structure must occur within 24 months after the execution of the lease. Failure to achieve either substantial progress or completion shall constitute cause for the Auburn-Lewiston Airport to cancel the lease, or to extend the completion dates for construction.
- All new construction, external modifications to an existing building, and underground excavation will be coordinated with the Airport Director, and approved by all appropriate federal, state and city agencies.
- The Board reserves the right to amend these Minimum Standards. Any lease or agreement may be terminated or cancelled in the event of failure to comply with Minimum Standards after notice thereof has been given. Any lessee who is aggrieved by such amendments may apply to the Board for a variance.
- Adequate assurance of performance of the lease by the lessee will be provided to the Auburn-Lewiston Airport. Such assurance may be in the form of a security

agreement, cash bond, or in such other manner or form as the Board deems adequate, in its sole discretion.

- Proper insurance and hold-harmless clauses in such amounts and under such conditions, as the Board deems proper shall be incorporated in said lease.
- There shall be no assignment, transfer or sales of the lease without prior written consent of the Board, which shall not be unreasonably withheld.

PART IV

IMPLEMENTATION, AMENDMENT, REVIEW AND EFFECTIVE DATE

Implementation: These minimum standards shall not supersede existing contracts and/or leases, and in the event of a contradiction between the two, the lease terms and conditions shall prevail.

Where new standards differ markedly from existing conditions, those conditions shall be deemed pre-existing and allowable until such time as contractual circumstances allow change.

Commercial aeronautical service and related commercial non-aeronautical activities shall only be conducted from the terminal building or other facilities designated and approved by the Airport.

Amendment: The Board, with careful consideration and the recommendation of the Airport Director, may amend these Minimum Standards at any time it deems appropriate for the equitable and improved use of the airport by commercial entities and in the best interests of Airport users. These standards will not be modified for the sole purpose of accommodating new business.

Review: The Board shall undertake a full review of these Standards five (5) years from the effective date.

Effective Date: These Minimum Standards shall be in full force and effect from the date of their adoption by the Board by resolution duly enacted and signed.

Adopted on

Aug 9, 2018

Auburn Lewiston Board of Directors

A large, stylized handwritten signature in black ink, consisting of a large loop and a long horizontal stroke.

Bettyann Sheats, Chair

Appendix

<div>Commercial Aeronautical Activity</div> <div>Standards</div>	Aircraft Maintenance and Repair	Aircraft Rental	Flight Instruction
	<i>Airframe, power plant, and accessory maintenance and repair.</i>	<i>Renting or leasing of aircraft and/or ultralight vehicles.</i>	<i>Instructing pilots in ground school, dual and solo flight, fixed or rotary wing.</i>
Leases, Licenses/Permits Required	Land lease, sublease, or rented space. Comply with all necessary licenses & permits.	Land lease, sublease, or rented space. Comply with all necessary licenses & permits.	Land lease, sublease, or rented space. Comply with all necessary licenses & permits.
Size, Type, and Amount of Facilities Required	1 permanent restroom; shop space and outside aircraft storage consistent with type of proposed operation.	1 rest room, permanent office. Hangar and/or outside storage.	1 permanent restroom, classroom/office space as appropriate.
Automobile Parking Required	Adequate Customer and employee parking	Adequate Customer and employee parking.	Adequate Customer and employee parking.
Personnel: Number, Training, & Certifications	At least 1 FAA certified A&P mechanic.	Adequate for safe operation	At least 1 FAA CFI
Equipment Needed	As required for FAA certification.	At least 1 aircraft available for rent.	At least 1 aircraft suitable for flight instruction.
Type and Amount of Inventory Needed	As required for FAA certification.	Not Specified	As required.
Environmental, Safety, and Security	As required by regulation.	As required by regulation.	As required by regulation.
Contact Methods/Public Accessibility	After hours contact number posted on building.	Posted after hours contact number on building and at airport director's office.	Maintained current in Airport Directors office
Days and Hours of Operation	Posted on building.	Posted on building.	Not Specified
Insurance Requirements			
General Liability:	Minimum \$1,000,000 combined single limit (CSL)		
Premises Liability	Yes	Yes	Yes
Products & Completed Operations	Yes	No	Yes
Hangarkeepers:	Limit as appropriate for operation		
Ground Only	Yes	No, unless non-owned aircraft are under operator's control.	Yes, if instructing in owner's aircraft.
In-Flight	Required if test flights are conducted.	No, unless non-owned aircraft are under operator's control.	Yes, if instructing in owner's aircraft.
Aircraft Liability:	Minimum \$1M CSL subject to \$100K/seat passenger liability		
	No, unless operator conducts flight operations.	Yes	Yes

Commercial Aeronautical Activity	Aircraft Storage/ Hangar Rentals	Full Service Fuel & Oil Sales	Self-Service Fuel Sales
Standards	<i>Short/ long term rental of aircraft storage hangar or outside aircraft storage.</i>	<i>Sales of fuels, lubricants, & other services supporting itinerant & local aircraft operations.</i>	<i>Provides fuels supporting itinerant & locally based aircraft operations.</i>
Leases, Licenses/Permits Required	Land lease, sublease, or sublet/rented space;	Leasehold to provide aircraft storage, customer parking, building with aircraft storage, office, lounge, rest room, public telephone, etc. Comply with required licenses & permits.	Leasehold of appropriate size for buildings with sufficient floor space for lounge, rest room, properly heated. Comply with all necessary licenses & permits.
Size, Type, and Amount of Facilities Required	Suitable storage space.	Permanent restroom & facilities; flight planning area; pilot lounge & waiting area.	Flight planning area, pilot lounge & waiting area.
Automobile Parking Required	Adequate Customer and employee parking	Adequate Customer and employee parking.	Adequate Customer and employee parking
Personnel: Number, Training, & Certifications	Not Specified	At least one trained line service technician. (i.e.: NATA Safety 1 st Program Certificated)	24/7 response capability with contact names and phone numbers posted on site.
Equipment Needed	Appropriate for year-round grounds maintenance	Fixed fuel system & filters meeting all Federal, state, airport requirements; equipment for ancillary services including aircraft towing (as appropriate), tire inflating, aircraft windscreen washing, & battery charging.	Fixed fuel storage system w/safety fixtures & filters meeting all federal, state & airport requirements.
Type and Amount of Inventory Needed	As applicable to operation	As applicable to operation.	Not Specified.
Environmental, Safety, and Security	Approved SPCC plan.	As required by regulation.	Approved SPCC plan.
Contact Methods/Public Accessibility	Posted contact number on site and at airport director's office.	Posted after hours contact number on building and at airport director's office; 24-hour callout capability.	24/7 response capability contact names and phone numbers posted on site.
Days and Hours of Operation	Not Specified	Posted on building; Available 7 days/week, 24 hours/day including government holidays, etc.	Available 7 days/week, 24 hours/day including government holidays, etc.
Insurance Requirements			
General Liability: Minimum \$1,000,000 combined single limit (CSL)			
Premises Liability	Yes	Yes	Yes
Products & Completed Operations	No	Yes	Yes
Hangarkeepers: Limits appropriate for operation			
Ground Only	Yes	Yes	No
In-Flight	No	No	No
Aircraft Liability: Minimum \$1M CSL subject to \$100K/seat passenger liability			
	No	No	No

Standards	Commercial Aeronautical Activity	Air Taxi/Charter	Specialty Commercial Flying	Engine, Propeller, Avionics, Aircraft Paint, and/or Upholstery
		Air transportation of persons and/or cargo to the general public for hire on unscheduled basis under Part 135.	Sky Diving, sightseeing, aerial application, banner towing, power/pipeline patrol, firefighting, or other activities excluded from Part 135.	Sales of new or used avionics, propellers, instruments, and GA aircraft accessories; May include repair and service of the same.
Leases, Licenses/Permits Required		Comply with all necessary licenses & permits.	Land lease, sublease, or sublet/rented space as appropriate.	Land lease, sublease, or rented space. Comply with all necessary licenses & permits.
Size, Type, and Amount of Facilities Required		Building with sufficient floor space for office, customer lounge, rest room, etc.	As appropriate to the concept of operations.	1 permanent rest-room; shop space and outside aircraft storage consistent with type of proposed operation.
Automobile Parking Required		Adequate Customer and employee parking	Adequate Customer and employee parking	Adequate Customer and employee parking
Personnel: Number, Training, & Certifications		Properly certified and qualified operating crew.	Properly certified and qualified operating crew.	At least 1 FAA certified A&P mechanic.
Equipment Needed Suitable, properly certified aircraft.		Suitable, properly certified aircraft.	Suitable, properly certified aircraft.	As required for FAA certification.
Type and Amount of Inventory Needed		Not Specified.	Not Specified.	As required.
Environmental, Safety, and Security		As required by regulations.	In accordance with regulations.	In accordance with regulations.
Contact Methods/Public Accessibility		Posted after hours contact number on building.	Posted after hours contact number on building.	Posted after hours contact number on building.
Days and Hours of Operation		Posted on building.	Posted on building.	Posted on building.
Insurance Requirements				
General Liability: Minimum \$1,000,000 combined single limit (CSL)				
Premises Liability		Yes	Yes	Yes
Products & Completed Operations		N/A	No	Yes
Hangarkeepers:	Limits appropriate for operation			
Ground Only		No	N/A	Yes
In-Flight		Yes	N/A	Required if test flights are conducted.
Aircraft Liability Minimum \$1M CSL subject to \$100K/seat passenger liability				
		Yes	Yes	No, unless operator conducts flight operations

<div>Commercial Aeronautical Activity</div> <div>Standards</div>	Flying Clubs		
	<i>A flying club or aero club is a not for profit, member run organization that provides its members with access to aircraft.</i>		
Leases, Licenses/Permits Required	None		
Size, Type, and Amount of Facilities Required	Not Specified.		
Automobile Parking Required	Adequate Customer and employee parking		
Personnel: Number, Training, & Certifications	Not Specified.		
Equipment Needed	One airworthy aircraft.		
Type and Amount of Inventory Needed	Not Specified.		
Environmental, Safety, and Security	In accordance with regulations		
Land lease, sublease, or sublet/rented space	Adequate and proper for operation		
Contact Methods/Public Accessibility	Not Specified.		
Days and Hours of Operation	Not Specified.		
Insurance Requirements			
General Liability	Minimum \$1,000,000 combined single limit (CSL)		
Premises Liability	Yes		
Products & Completed Operations Insurance	No		
Hangarkeepers	Limits appropriate for operation		
Ground Only	Not Specified		
In-Flight	Not Specified		
Aircraft Liability:	Minimum \$1M CSL subject to \$100K/seat passenger liability		
	Yes		

MINIMUM
STANDARDS
AND
PROCEDURES
FOR THE
LEASE AND
USE OF
PROPERTY
AND
FACILITIES



As adopted by the Auburn – Lewiston Board of Directors August 9, 2018; and,
revised and accepted by a vote of the Board effective XX/XX/2023.

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1. Introduction

The municipalities of Auburn and Lewiston jointly own the Auburn – Lewiston Municipal Airport, hereinafter referred to as “Airport”. The Airport is operated, maintained and managed by the Airport Board of Directors, hereinafter referred to as “Board”. Per Interlocal Agreement, the Board may appoint an Airport Director. The point of contact for the Airport is the Airport Director whose contact information can be obtained online at www.flytomaine.com. If the position of Airport Director is not been filled, the Chair of the Board of Directors will be the point of contact and throughout this document when the Airport Director is referenced it can be interchanged with the Chair of the Board.

It is the intent of the Board to make the Airport available for the use and benefit of the public and make it available to all types, kinds, and classes of aeronautical activity on reasonable terms and without unjust discrimination.

2. Objective, Policy, and Application

a. Objective

The Airport, as a federally obligated airport, agrees to make available the opportunity to engage in commercial aeronautical and non-aeronautical activities by persons, firms, or legal entities that meet reasonable minimum standards and procedures as set forth in this document, hereinafter referred to as “Standards”. The objectives of these Standards are to:

1. Promote safety in all airport activities;
2. Maintain a high quality of service for all airport users;
3. Protect the public from unlicensed and unauthorized products or services;
4. Enhance the availability of services for all airport users; and,
5. Promote the orderly development of airport land.

The intent herein is to categorically identify those minimum standards and procedures by which all persons, firms or other legal entities conducting commercial (revenue producing) or noncommercial aeronautical activities at the airport shall conduct their respective operations.

b. Policy

1. In exchange for the opportunity to engage in an aeronautical activity, persons, firms, or entities engaged in aeronautical activity agree to comply with the Standards developed by the Airport. All Applicants shall meet the Standards, as now in existence or as may hereafter be modified or amended, as recited herein and which pertain to their respective category.
2. Present Commercial Operators and Non-Commercial Lessees conducting operations on the Airport, prior to the effective date of these Standards, may be allowed to continue operations without fully complying with the portions of these Standards relating to the number of categories and the physical requirements of land and buildings so long as such operations are in the public interest, and does not conflict with any FAA or Maine DOT requirement, or if the Board determines that it would be an extreme hardship, financial or otherwise for such an Operator to fully comply with said portions of these Standards. It is the responsibility of the Operator to determine there is extreme hardship, financial or otherwise, and provide documentation of this to the Airport with a request for exemption from applicable elements of the Standards.
3. All Commercial Operators and Non-Commercial Lessees will be subject to applicable federal, state and local laws, codes, ordinances, and other regulatory measures.
4. All Commercial Operator’s Sub Lessees and Non-Commercial Sub Lessees, also known as Subtenants, are subject to the provisions of these standards as well as all applicable federal, state and local laws, codes, ordinances, and other regulatory measures. Any reference to “Operator” or “Lessee” is understood to include any and all Sub-Lessees.

5. No person(s), firm or legal entity shall act as a Commercial Operator or Non-Commercial Lessee on the Airport, until such time as that person(s), firm or legal entity has (i) applied for and received permission to so act, and (ii) has entered into and executed a lease/contract/operating rights Agreement with the Board.
6. No lease/contract/operating rights Agreement executed under these Standards shall be transferable without first obtaining the prior written approval of the Airport Director. Approval will not be unreasonably withheld.
7. It is the Board's intention not to approve any application, or enter into any lease/contract/operating rights Agreement, which offers more favorable terms and conditions for the same or similar rights to any one Commercial Operator or Non-Commercial Lessee more than another.
8. All leases/contracts/operating rights Agreements for commercial operations shall contain, inter alia, a covenant reciting the Commercial Operator's obligation to pay, as applicable, (i) an amount for the basic annual rental of agreed premises and, as applicable based on the type of operation being conducted and if specified in a lease and operating rights agreement, and/ or (ii) an amount equal to certain percentage of its gross annual income or revenue for operating rights granted. Such stipulations and covenants will be recited in the applicable lease/contract/operating rights Agreement.
9. The Board shall review these Standards periodically and as-needed and shall recommend such revisions or amendments as shall be deemed necessary under the use circumstances surrounding the Airport to properly protect the safety, and interest of the public.
10. All leases and/ or operating rights agreements entered into by the Board shall be subordinate to the provisions of any existing or future agreement between the Commercial Operator or Non-Commercial Lessee and the United States, 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.
11. It is specifically understood and agreed that nothing contained herein shall be construed as granting or authorizing the granting of an exclusive right within the meaning of 49 U.S. Code § 40103(e) and § 47107(a)(4).

c. Application

The implementation and application of these Standards shall be accomplished by the Airport, acting through its duly appointed Board of Directors and/or its duly appointed Airport Director.

These Standards shall be published. The Standards shall be appended to all existing and future leases/contracts and operating rights agreements and shall be considered a part of all leases/contracts and/or operating rights agreements which the Board has now or does in the future enter into.

d. Related Materials

- Order 5190.6B, Airport Compliance Manual.
- Advisory Circular (AC) 150/5190-7, *Minimum Standards for Commercial Aeronautical Activities*.
- AC 150/5190-6 – *Exclusive Rights at Federally Obligated Airports*.

3. Minimum Standards for Specific Activities

A Fixed Base Operator (FBO) is defined as an entity engaging in an activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safety of such aircraft operations. The purpose of such activity may be to secure earnings, income, compensation or profit, whether or not such objective(s) are accomplished. Authorized activities by a Commercial Operator shall be strictly limited to any one or a combination of the following aeronautical services performed in full compliance with the specific standards for that activity as set forth herein:

- I. Line services (aircraft fuels and oil dispensing)
- II. Flight training
- III. Aircraft charter and air taxi
- IV. Aircraft sales (new and/or used)
- V. Aircraft rentals
- VI. Airframe and power plant repair facilities
- VII. Aircraft painting and/ or repair or initial outfitting of interiors
- VIII. Specialized aircraft repair service - radios, propellers, instruments, and accessories.
- IX. Aircraft parking and storage
- X. Specialized Aeronautical Service Operator (SASO)
- XI. Flying clubs
- XII. Independent operators
- XIII. Any other activities not specifically provided for in these Minimum Standards

An entity wishing to engage in activities which involve multiple FBO categories must meet the minimum requirements for all categories in question.

I. Line services (aircraft fuels and oil dispensing)

a. Statement of Concept

An aircraft fuel and oil service FBO provides aviation fuels, lubricants and other services supporting both based and itinerant aircraft operations.

b. Required Leasehold/ Building and/or Hangar size

The Operator shall lease from the Airport an area of not less than 1,000 square feet of ground space for the purpose of installing two above-ground fuel tanks, one for general aviation fuel and the other for Jet A, of not less than 10,000 gallons each or shall lease from the Airport the square footage upon which the existing fuel tank(s) are installed.

The Operator shall acquire or construct on a separate leasehold a building to provide at least 725 square feet of floor space for office space, a customer/ pilot lounge, and rest rooms, which shall be properly heated, cooled, and lighted. The Operator shall also provide telephone facilities and wireless high-speed internet for customer use.

The Airport may lease space in the Terminal Building to satisfy this requirement and applicable terms will be included in the Lease and Operating Rights Agreement.

c. Personnel Requirements

The Operator shall employ and train sufficient employees to meet the standards and procedures set forth in this category. The employees of the operator shall be trained to use fire extinguishers and spill response equipment, such as absorbents and containment devices established in the Airport's Storm Water Pollution Prevention Plan (SWPPP) and Spill Prevention Control and Countermeasure Plan (SPCCP).

d. Hours of Operation Requirements

The Operator shall have the premises open and services available year round with hours as negotiated and determined in the lease agreement, but in any case open during daylight hours, seven (7) days a week for aircraft fueling and dispensing. During hours of darkness, the Operator shall provide an "on-call" service and respond within one (1) hour of the request. The Operator shall arrange for an employee to be in attendance in the office at all times during the required operating hours.

e. Equipment requirements

i. Aircraft Fuel and Oil Dispensing Operations

The Operator shall furnish and maintain an adequate supply of recognized AVGAS, Jet-A fuel, oils and lubricants to meet public demand. Specific grade and quantities shall be negotiated as part of the lease agreement.

In conducting refueling operations, every Operator shall install and use adequate grounding and/ or bonding locations in accordance with current National Fire Protection Association (NFPA) standards to eliminate the hazards of static electricity and shall provide fire extinguishers or other equipment, approved by the NFPA, of such types

and in such numbers as are commensurate with the hazards involved in refueling and serving aircraft.

The Operator shall handle and dispose of, away from the Airport, all used or unused oil, solvents, and other hazardous/ non-hazardous materials and waste in accordance with Federal, State and local requirements.

ii. Aircraft Fueling Systems

The Operator shall provide metered, filter-equipped dispensers, fixed or mobile, for dispensing required grades of fuel. All dispensers must be inspected as required by NFPA standards and the inspection shall be documented and retained. Separate dispensing pumps and meters are required for each grade of fuel and such facilities are to be in accordance with applicable NFPA standards.

A self-serve, credit card capable fueling system available 24/7 is required for general aviation fuel such as AVGAS.

A method of mobile fueling such as a fuel truck or trailer shall be required for Jet A and available during operating hours and on-call as negotiated in the agreement.

iii. Aircraft General Services

The Operator shall provide line service that does not require a certified mechanical rating and cabin services, to general aviation aircraft as can be performed efficiently on the ramp or apron parking area. The Operator shall procure and maintain tools, jacks, and such equipment and trained personnel as necessary to provide for aircraft towing for moving and parking aircraft and assisting in the removal of disabled aircraft, inflating aircraft tires, changing engine oil, washing aircraft in designated areas, performing lavatory service on jet aircraft, and for recharging and energizing aircraft batteries and starters. All equipment shall be maintained and operated in accordance with Federal, State and local industrial codes.

f. Rates and Fees

In addition to the land lease and/ or applicable building lease, the Operator shall pay a fuel flowage fee per gallon of fuel delivered as set forth in the negotiated operating agreement. A percentage of gross revenue or fixed fee shall apply to other revenue producing sales and services.

g. Insurance Requirements

The Operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the Board as specified in Appendix B of these standards and more particularly in the Lease and Operating Rights Agreement.

II. Flight training

a. Statement of Concept

A flight training FBO engages in instructing pilots in dual and solo flight training, in fixed and/ or rotary wing aircraft, and provides such related ground school instruction as is necessary and preparatory to taking the written examination and flight check ride for the category or categories of pilot licenses and ratings involved.

b. Required Leasehold/ Building and/or Hangar size

The Operator shall acquire or construct on a separate leasehold a building and/ or tie down space to provide enough square footage for the reasonable storage of two (2) aircraft and at least an additional 725 square feet for office space, a classroom/ briefing room, and rest room, which shall be properly heated, cooled, and lighted. The Operator shall also provide telephone facilities, a computer with high speed internet access for students and pilots, and complimentary wireless high-speed internet access for students. The leasehold must have airside and landside access for customers.

The Airport may lease space in the Terminal Building to satisfy the office space requirement and applicable terms will be included in the Lease and Operating Rights Agreement.

Alternately, the Operator may elect to enter into a written agreement with an existing FBO that meets the requirements of this FBO category. Such an agreement between an existing FBO and new Category II. FBO operator shall be subject to the written approval of the Airport Director and a copy of the final written agreement shall be provided to the Airport Director.

c. Personnel Requirements

The Operator shall have in his/ her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than two (2) persons, each possessing a current, effective FAA commercial pilot license with an appropriate instructor rating for the types of training offered as well as a current medical certificate.

d. Hours of Operation Requirements

The Operator shall have the premises open and services available year round with operating hours as negotiated and required in the lease agreement. The Operator shall arrange for an employee to be in attendance in the office at all times during the required operating hours.

e. Equipment requirements

The Operator shall have available for in-flight training use, either owned or under written lease to the Operator, not less than two (2) properly certified, airworthy aircraft equipped for pilots with student and private FAA certificates. Offering instrument and commercial ratings is desired, but not required. If the aircraft required under this section are no longer airworthy, the FBO must notify the Airport Director of the aircraft's status in a timely manner in writing along with a timeline for returning the aircraft to an airworthy condition or acquiring a replacement airworthy aircraft.

For a flight training FBO offering instrument ratings, the Operator shall have available for use an FAA approved flight training device (FTD).

The Operator must offer for sale current aeronautical publications as appropriate and necessary for student, private, instrument and commercial pilots.

The Operator shall provide adequate mock-ups, pictures, slides, programs or other visual aids necessary to provide proper ground school instruction.

f. Rates and Fees

In addition to the land/ building lease and/ or tie down fee, a percentage of gross revenue or fixed fee shall apply to revenue producing sales and services as set forth in the negotiated operating agreement.

g. Insurance Requirements

In addition to the standard insurance requirements specified in these Standards, for flight training, the Operator is required to notify the customer as to whether or not any of the operator's insurance coverage applies to or protects the customer while using the operator's aircraft.

III. Aircraft charter and air taxi

a. Statement of Concept

An unscheduled, or scheduled air charter or air taxi FBO engages in the business of providing air transportation (persons or property) to the general public for hire, on an unscheduled or scheduled basis under 14 CFR Part 135, *Operating Requirements: Commuter and On Demand Operations and Rules Governing Persons on Board Such Aircraft*.

b. Required Leasehold/ Building and/or Hangar size

The Operator shall lease from the Airport an area adequate to store its aircraft used for its 135 operation. The leasehold must have airside and landside access for customers.

The Operator would additionally lease or possess 1) separate from or included with the aircraft hangar space, direct landside and airside access with at least an additional 725 square feet of floor space which shall be properly heated, cooled, and lighted for office space, a customer/ passenger lounge with telephone facilities and complimentary wireless high speed internet for customer use, and rest rooms; or, 2) The Airport may lease space in the Terminal Building to satisfy the office space requirement and applicable terms will be included in the Lease and Operating Rights Agreement; or 3) a written agreement with an existing FBO or the Airport that meets the requirements of item 1. Such an agreement between an existing FBO and Category III. FBO operator shall be subject to the written approval of the Airport Director and Board and a copy of the final written agreement shall be provided to the Airport Director.

c. Personnel Requirements

The Operator must be certified by the FAA under F.A.R. Part 135 and provide a copy of the certificate to the Airport Director within 10 days upon request. The Operator shall have in his/her employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the standards set forth in this category in an efficient manner but never less than one (1) pilot appropriately rated by the FAA to provide the services offered by the Operator.

d. Hours of Operation Requirements

The Operator shall have the premises open and services available as negotiated and required in the lease agreement. The Operator may provide on-call service during hours other than the aforementioned.

e. Equipment requirements

The Operator shall have available for use, either owned or under written lease to the Operator, airworthy aircraft that shall be suitably equipped for such operations as specified in the lease and operating rights agreement for the purpose of aircraft charter or air taxi operations.

f. Rates and Fees

In addition to the land/ building lease, a percentage of gross revenue or fixed fee shall apply to revenue producing sales and services as set forth in the negotiated operating agreement.

g. Insurance Requirements

The Operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the Board as specified in Appendix B of these standards and more particularly in the Lease and Operating Rights Agreement.

IV. Aircraft sales (new and/or used)

a. Statement of Concept

An aircraft sales FBO engages in the sale of new or used aircraft through franchises, licensed dealerships or distributorships (either on a retail or wholesale basis) or otherwise, and provide such repairs, services, and parts as necessary to meet any guarantee or warranty on new or used aircraft sold by the FBO.

b. Required Leasehold/ Building and/or Hangar Size

The Operator shall lease from the Airport an area adequate to store its aircraft. The leasehold must have airside and landside access for customers.

The Operator would additionally lease or possess 1) separate from or included with the aircraft hangar space, direct landside and airside access with at least an additional 725 square feet of floor space which shall be properly heated, cooled, and lighted for office space, a customer/passenger lounge with telephone facilities and complimentary wireless high speed internet for customer use, and rest rooms; or, 2) The Airport may lease space in the Terminal Building to satisfy the office space requirement and applicable terms will be included in the Lease and Operating Rights Agreement; or 3) a written agreement with an existing FBO or the Airport that meets the requirements of item 1. Such an agreement between an existing FBO and Category III. FBO operator shall be subject to the written approval of the Airport Director and Board and a copy of the final written agreement shall be provided to the Airport Director.

c. Personnel Requirements

The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner, but never less than one (1) person having a current, private pilot certificate and minimum hour requirement as specified by FAA for type and category of aircraft to be demonstrated for sale.

An operator engaging in the sale of used aircraft must conform to the provisions of FAA regulations, part 47, Subpart C, and must possess a valid "Dealers Aircraft Registration Certificate", FAA Form 8050. A copy of each valid certificate must be sent to the Airport within 10 calendar days upon request.

d. Hours of Operation Requirements

The Operator shall have the premises open and services available year round with operating hours as negotiated and required in the operating agreement. The Operator shall arrange for an employee to be in attendance in the office at all times during the required operating hours.

e. Equipment requirements

The Operator shall provide to customers current, up-to-date specifications and price lists for types and models of aircraft sold.

The Operator shall provide necessary and satisfactory arrangements for repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with an authorized FBO at the Airport. A copy of this agreement shall be provided to the Airport Director.

f. Rates and Fees

In addition to the land/ building lease, a percentage of gross revenue or fixed fee shall apply to revenue producing sales and services as set forth in the negotiated lease agreement.

g. Insurance Requirements

The Operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the Board as specified in Appendix B of these standards and more particularly in the Lease and Operating Rights Agreement.

V. Aircraft rentals

a. Statement of Concept

An aircraft rental FBO engages in the rental of aircraft for operation by student pilots or other pilots not employed by the Operator.

b. Required Leasehold / Building and/or Hangar size

The Operator shall acquire or construct on a separate leasehold a building and/ or tie down space to provide enough square footage for the reasonable storage of at least one (1) aircraft to be offered for rental and at least an additional 725square feet for office space, a classroom/ briefing room, and rest room, which shall be properly heated, cooled, and lighted. The Operator shall also provide telephone facilities, a computer with high speed internet access for students and pilots, and complimentary wireless high-speed internet access for students. The leasehold must have airside and landside access for customers.

The Airport may lease space in the Terminal Building to satisfy the office space requirement and applicable terms will be included in the Lease and Operating Rights Agreement.

Alternately, the Operator may elect to enter into a written agreement with an existing FBO that meets the requirements of this FBO category. Such an agreement between an existing FBO and new Category II. FBO operator shall be subject to the written approval of the Airport Director and a copy of the final written agreement shall be provided to the Airport Director.

c. Personnel Requirements

The Operator shall have in his/ her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one (1) person possessing a current, effective FAA commercial pilot license with an appropriate instructor rating for the rental aircraft as well as a current medical certificate.

d. Hours of Operation Requirements

The Operator shall have the premises open and services available year round with hours as negotiated and required in the operating agreement. The Operator shall arrange for an employee to be in attendance in the office at all times during the required operating hours.

e. Equipment requirements

The Operator shall have available for rental, either owned or under written lease to the Operator, not less than one (1) properly certified and currently airworthy aircraft suitably equipped for pilots with student, private, or commercial FAA certificates. An aircraft airworthy and outfitted for instrument flight is desired, but not required. The Operator shall have on hand, at all times, proper checklists and operating manuals for each and every aircraft available for rental.

f. Rates and Fees

In addition to the land/ building lease, a percentage of gross revenue or fixed fee shall apply to revenue producing sales and services as set forth in the negotiated operating agreement.

g. Insurance Requirements

In addition to the standard insurance requirements specified in these Standards, for rental activities, the Operator is required to notify the customer as to whether or not any of the operator's insurance coverage applies to or protects the customer while using the operator's aircraft.

VI. Airframe and power plant repair facilities

a. Statement of Concept

An aircraft airframe and power plant repair and maintenance FBO engages in the maintenance and repair of aircraft and/ or rotorcraft, power plants, propellers and or rotors, accessories, and the sale of aircraft parts and accessories.

b. Required Leasehold/ Building and/or Hangar Size

The Operator shall acquire or construct a building to provide at least 2,750 square feet of floor space for airframe and power plant repair service, including sufficient hangar space to provide housing for any aircraft being serviced, all meeting with federal, state, and local industrial code requirements and at least an additional 250 square feet of floor space for office space, a customer/ pilot lounge, and rest rooms, which shall be properly heated, cooled, and lighted. The Operator shall also provide telephone facilities and complimentary wireless high speed internet for customer use.

The Airport may lease space in its Building(s) to satisfy the office/ customer/ bathroom space requirements and applicable terms will be included in the Lease and Operating Rights Agreement.

c. Personnel Requirements

The Operator shall have in his/ her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one (1) person currently certified by the FAA as an airworthiness inspector with ratings appropriate to the work being performed. Maintenance support must be available at other times with proper coordination.

d. Hours of Operation Requirements

The Operator shall have the premises open and services available year round with operating hours as negotiated and required in the operating agreement, but at a minimum Monday through Friday during regular business hours.

e. Equipment requirements

The Operator shall provide adequate shop space to house all equipment, and shall keep on hand at all times a stock of batteries, filters, plugs, and miscellaneous hardware and electrical components necessary for the types of repairs and maintenance performed as well as adequate equipment and machine tools, jacks, lifts and testing equipment to perform annual inspections as required for FAA certification on single engine and light multi-engine, general aviation aircraft. The Operator shall also have on hand in in good working order the equipment and trained personnel required for aircraft towing and commonplace aircraft emergency services such as flat tires and dead batteries.

f. Rates and Fees

In addition to the land/ building lease, a percentage of gross revenue or fixed fee shall apply to revenue producing sales and services as set forth in the negotiated operating agreement.

g. Insurance Requirements

The Operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the Board as specified in Appendix B of these standards and more particularly in the Lease and Operating Rights Agreement.

VII. Aircraft painting and/ or repair or initial outfitting of interiors

a. Statement of Concept

An aircraft painting and/ or repair or initial outfitting of interiors FBO engages in the business of providing a shop for the painting of aircraft and/ or repair, rehabilitation, and renovation of aircraft interiors.

b. Required Leasehold/ Building and/or Hangar size

The Operator shall acquire or construct a building to provide at least 8,000 square feet of floor space for specialized aircraft repair service, including sufficient hangar space to provide housing for any aircraft being serviced, all meeting with federal, state, and local industrial code requirements and at least an additional 820 square feet of floor space for office space, a customer/ pilot lounge, and rest rooms, which shall be properly heated, cooled, and lighted. The Operator shall also provide telephone facilities and complimentary wireless high speed internet for customer use.

c. Personnel Requirements

The Operator shall have the appropriate personnel available as negotiated and required in the operating agreement. The Operator shall arrange for an employee to be in attendance in the office at all times during the required operating hours.

d. Hours of Operation Requirements

The Operator shall have the premises open and services available year round with hours as negotiated and required in the operating agreement.

e. Equipment requirements

The Operator shall provide adequate shop space to house all equipment, and shall keep on hand at all times adequate equipment and tools to perform aircraft painting and/ or repair or initial outfitting of interiors.

The Operator shall outfit the building for painting services with such setup, separation, and ventilation in accordance with Federal, State and local codes and requirements.

The Operator shall handle and dispose of, way from the Airport, all used or unused oil, paints, solvents, and other hazardous/ non-hazardous materials and waste in accordance with Federal, State and local requirements.

f. Rates and Fees

In addition to the land/ building lease, a percentage of gross revenue or fixed fee shall apply to revenue producing sales and services as set forth in the negotiated operating agreement.

g. Insurance Requirements

The Operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the Board as specified in Appendix B of these standards and more particularly in the Lease and Operating Rights Agreement.

VIII. Specialized aircraft repair service - radios, propellers, instruments, and accessories.

a. Statement of Concept

An FAA authorized repair station for avionics sales and service FBO engages in the business of providing a shop for the repair of aircraft radios, instruments, and accessories for general aviation aircraft. This category shall include the sale of new or used aircraft radios, instruments, and accessories.

b. Required Leasehold/ Building and/or Hangar size

The Operator shall acquire or construct a building to provide at least 2,750 square feet of floor space for airframe and power plant repair service, including sufficient hangar space to provide housing for any aircraft being serviced, all meeting with federal, state, and local industrial code requirements and at least an additional 250 square feet of floor space for office space, a customer/ pilot lounge, and rest rooms, which shall be properly heated, cooled, and lighted. The Operator shall also provide telephone facilities and complimentary wireless high speed internet for customer use.

The Airport may lease space in its Building(s) to satisfy the office/ customer/ bathroom space requirements and applicable terms will be included in the Lease and Operating Rights Agreement.

c. Personnel Requirements

An Operator engaged in service, repair or maintenance of aircraft shall be in possession of an airframe and power plant Certified Repair Station License as granted by the Federal Aviation Administration and provide a copy to the Airport within 10 days upon request. The Operator shall arrange for an employee to be in attendance in the office at all times during the required operating hours.

d. Hours of Operation Requirements

The Operator shall have the premises open and services available as negotiated and required in the operating agreement.

e. Equipment requirements

The Operator shall provide adequate shop space to house all equipment, and shall keep on hand at all times adequate equipment and machine tools, jacks, lifts and testing equipment to perform specialized aircraft repair services.

f. Rates and Fees

In addition to the land/ building lease, a percentage of gross revenue or fixed fee shall apply to revenue producing sales and services as set forth in the negotiated operating agreement.

g. Insurance Requirements

The Operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the Board as specified in Appendix B of these standards and more particularly in the Lease and Operating Rights Agreement.

IX. Aircraft parking and storage

a. Statement of Concept

An aircraft parking and storage FBO engages in the transient and/or based parking or storage of aircraft at the Airport.

b. Required Leasehold/ Building and/or Hangar size

The Operator shall lease from the Airport an area of not less than 8,700 square feet (60' x 145') of ground space for aircraft tie-downs and storage, parking and other uses in accordance with the services to be offered, and on which shall be erected a minimum of four (4) nested "T" hangars, or a single, large storage hangar with not less than 8,000 square feet of floor space or its equivalent (80' x 100'). The operator shall provide a paved taxilane to accommodate aircraft movement from the Operator's facilities to the existing Airport taxiway system, as appropriate. An Operator providing more than 10 hangar spaces shall provide restroom facilities for tenants.

The Airport may lease space in its Building(s) to satisfy the bathroom requirement and applicable terms will be included in the Lease and Operating Rights Agreement.

Ramp space is for use by the general public only unless specifically leased to the Operator. The Operator shall not be permitted to use any portion of public ramp space for its business.

c. Personnel Requirements

The Operator shall have the appropriate personnel available as negotiated and required in the operating agreement.

d. Hours of Operation Requirements

The Operator shall maintain hangars and/ or tie-down spots available for the customer's aircraft storage and removal seven (7) days a week, twenty-four (24) hours per day.

e. Equipment requirements

Not applicable.

f. Rates and Fees

In addition to the land/ building lease, a percentage of gross revenue or fixed fee shall apply to revenue producing sales and services as set forth in the negotiated operating agreement.

g. Insurance Requirements

The Operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the Board as specified in Appendix B of these standards and more particularly in the Lease and Operating Rights Agreement.

X. Specialized Aeronautical Service Operator (SASO)

a. Statement of Concept

A SASO provides a limited commercial aviation related service not currently available to the public at the time of application from an existing approved Fixed Base Operator. Examples of these specialized services may include: flight training, aircraft airframe and power plant repair/maintenance, aircraft charter, air taxi, air ambulance, aircraft sales, avionics, instrument or propeller services, crop dusting, banner tow, aerial photography, or any other

single service aviation activity determined by the Board to be in the best interest of the airport and the flying public.

b. Required Leasehold Size

The Operator shall have a leasehold sized to suitably accommodate its purpose. The leasehold size will be negotiated and required in the lease and operating rights agreement. Sub-lease in writing from an existing FBO is allowable in order to fulfill leasehold size requirements. A copy of each executed sublease shall be provided to the Airport Director within 14 calendar days of its execution.

c. Required Building and/or Hangar size

The Operator shall have an appropriately sized building and/ or hangar containing elements to provide an appropriate level of service. The building and/ or hangar elements required will be negotiated and included in the lease agreement. Sub-lease from an existing FBO is allowable in order to fulfill building and/ or hangar element requirements.

d. Personnel Requirements

The Operator shall have the appropriate personnel available as negotiated and required in the lease agreement.

e. Hours of Operation Requirements

The Operator shall have the premises open and services available as negotiated and required in the lease agreement.

f. Equipment requirements

The Operator shall have available for use, either owned or under written lease to the Operator, airworthy aircraft that shall be suitably equipped for such operations as specified in the lease and operating rights agreement.

g. Rates and Fees

In addition to the land/ building lease, a percentage of gross revenue or fixed fee shall apply to revenue producing sales and services as set forth in the negotiated operating agreement.

h. Insurance Requirements

In addition to the standard insurance requirements specified in these Standards, for flight training, the Operator is required to notify the customer as to whether or not any of the operator's insurance coverage applies to or protects the customer while using the operator's aircraft.

XI. Flying Clubs

a. Statement of Concept

A flying club is a non-profit entity formed as an organization, corporation, association or partnership with the purpose of providing its members with jointly owned and operated aircraft for non-commercial use.

b. Required Leasehold Size

The club may lease tie down space for outdoor storage in compliance with the Airport's Aircraft Parking Policy, as may be amended from time to time. Any aircraft utilized by the club and stored on the airport premises shall be either contained in a hangar or on a tie down in a location specified for aircraft parking on the Airport Layout Plan and/ or approved by the Airport Director in writing.

c. Required Building and/or Hangar size

The club may lease hangar space at the Airport for the purpose of aircraft storage. Such a lease agreement will be in line with private hangar leases at the Airport.

d. Personnel Requirements

Each club must be a certified non-profit in the State of Maine. The club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual use of operation, maintenance and replacement of the aircraft. The club will file and keep current with the Airport a complete list of the club's membership and, if applicable, investment share held by each member.

e. Hours of Operation Requirements

Not applicable; flying clubs are not authorized to provide commercial services to the public.

f. Equipment requirements

The club will file annually and keep current with the Airport a complete list of the club's aircraft.

The club's aircraft will not be used by any person other than bona fide members for rental and by no one for hire, charter or air taxi. Student instruction can be given through an existing FBO or by a FAA Certified Flight Instructor who is a bona fide member of the club, but only at no cost to other bona fide members of the club.

g. Rates and Fees

In addition to the land/ building lease or tie down fee, a percentage of gross revenue shall not apply because the club will not produce revenue above and beyond self-sustaining revenue. Members of the club and the club itself are not exempt from any/ all fees and charges for airport services unless negotiated, approved, put in writing with the Airport.

h. Insurance Requirements

The Operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the Board as specified in Appendix B of these standards and more particularly in the Lease and Operating Rights Agreement.

XII. Independent Operators

a. Statement of Concept

Individual operators may perform a single-service aviation support activity on the airport only if the service is not available from an existing Fixed Base Operator or permitted SASO and only with permission of the Board in the form of an operating rights agreement. An example of such activity may be, but is not limited to, certified FAA check airmen performing check rides or specialized mechanic services such as those for a jet not offered by an existing on-airport FBO. For all operations currently existing and in operation at the Airport, independent operators must obtain a sub-lease for operating rights from the established commercial operator or otherwise fulfill the requirements of that category or categories of operation, as applicable. Such subleases must obtain prior written approval from the Airport Director. A copy of each executed sublease shall be provided to the Airport Director within 14 calendar days of its execution.

b. Required Leasehold/ Building and/or Hangar size

The Operator shall lease from the Airport an area of not less than one (1) annual aircraft tie-down, and/ or lease or sublease on the Airport an aircraft storage hangar capable of storing at least one (1) aircraft. This requirement may be waived with prior approval from the Airport Director under certain circumstances where deemed appropriate.

Ramp space not specifically leased to the Operator is for use by the general public only. The Operator shall not be permitted to use any portion of public ramp space for its business.

c. Personnel Requirements

The Operator shall have the appropriate personnel available as negotiated and required in the operating rights agreement.

d. Hours of Operation Requirements

The Operator shall have the appropriate personnel and services available during certain hours as negotiated and required in the operating rights agreement.

e. Equipment requirements

The Operator shall have the appropriate Equipment available as negotiated and required in the operating rights agreement.

f. Rates and Fees

In addition to the land/ building lease and/ or tie down fee, a monthly, quarterly, or annual fee, as appropriate, and/ or percentage of gross revenues obtained from the operation will be negotiated prior to allowing this type of operation. A fee may not be required, dependent upon the type of operation. This determination will be made by the Airport Director and uniformly applied without unjust discrimination pursuant to FAA guidance regarding exclusive rights.

g. Insurance Requirements

The Operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the Board as specified in Appendix B of these standards and more particularly in the operating rights agreement.

XIII. Any other activities not specifically provided for in these Minimum Standards, including non-aeronautical activities, will be subject to negotiation.

4. Policy for Through-The-Fence Operations

Through-the-fence operations occur when an entity owning or operating on property adjoining the airport is provided direct access for aircraft from the adjoining property to the airport facilities. Unauthorized access to the Airport from adjacent properties is expressly prohibited. The Airport is under no obligation to allow through-the-fence operations. If, however, the Airport decides to allow a through-the-fence operation, a signed airport access agreement is required. This agreement shall give the Airport the legal right to require the party granted access to conform to all applicable grant assurances and specifies, at a minimum:

- a. Specific rights of access
- b. Specific Operating Rights as contained in Section 3, if applicable
- c. Payment provisions for use of airport
- d. Incorporation of Airport policy documents including but not limited to these Standards
- e. Default and termination procedures
- f. Insurance and Indemnity provisions
- g. The airport sponsor is under no obligation to accept sale or assignment of the agreement
- h. Federal grant assurances supersede the access agreement in all cases
- i. Expiration date

Such an agreement shall contain terms that do not provide unfair advantage to the Through the Fence Operator over similarly situated on-airport Commercial Operators or Non-Commercial Lessees, as applicable. Through the Fence operations must not adversely affect the safety, utility, or efficiency of the Airport.

5. Basic Terms and Conditions for Leases/ Contracts/ Operating Rights Agreements

The following terms and conditions shall be basic to all leases/contracts/operating rights agreements now in existence or to be entered into in the future.

a. General Terms

1. Any lease/operating rights Agreement shall be subordinate to the provisions of any existing or future agreement between the Airport and the United States, 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.
2. In addition to the requirements of the FAA and the Maine DOT, the Board may establish and implement such rules and regulations as may be required for the (a) safe and orderly operation of the Airport, (b) the safe and orderly operation of aircraft in the Airport traffic area and airspace surrounding the Airport, and (c) the safe and orderly operation of aircraft and vehicles on the ground.
3. The Operator, his/her agents and employees will not discriminate against any person or class of persons by reason of race, color, sexual orientation, creed or national origin in providing any services or in the use of any of its facilities provided for the public, in any manner prohibited by Appendix D to 14 CFR Part 152 - *Assurances*. The Operator further agrees to comply with such enforcement procedures as the United States might demand that the Board take in order to comply with these Assurances.
4. AC 150/5190-5 – *Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities*, states “an aircraft owner, who is entitled to use the landing area of an airport, may tie down, adjust, repair, refuel, clean, and otherwise service his/her own aircraft, provided the service is performed by the aircraft Board or his/her employees with resources supplied by the aircraft Board.” Level of maintenance and repairs performed shall comply with 14 CFR Part 43 – *Maintenance, Preventive Maintenance, Rebuilding, and Alteration*.

5. The Airport Director shall be kept informed, promptly in writing, of the type, registration, aircraft Board's name, address, email address, and phone number for all aircraft stored in or on Premises for more than thirty (30) calendar days per year.
6. All non-airworthy aircraft not in an enclosed structure shall be removed from the Airport on thirty (30) days written notice from the Board to the Aircraft Owner at the Owner's expense unless a waiver is requested and granted for insurance purposes.
7. In the event of any conflict between the terms of these *Minimum Standards and Procedures*, and the provisions of any lease of a portion of the Airport property, the more stringent requirement in either document shall be controlling.

b. Terms for Facilities

1. Unless otherwise leased by the Board, all Operators shall provide for and adhere to the following, as applicable.
 - a. Design plans and specifications are subject to review by the Airport Director for compliance with Federal, State of Maine, and Municipal standards, ordinances, regulations and laws. No construction of any kind shall be done at the Airport without the prior written approval of the Board, and no such approval shall be granted unless such construction and design is consistent with the latest approved Airport Layout Plan (ALP) for the development at the Airport. Construction shall be completed as expeditiously as practical.
 - b. Aircraft hangars, office space, storage facilities, restrooms, customer lounge, and other facilities, as required by these Standards.
 - c. Adequate auto parking space as required by Code to accommodate all of Operator's employees and customers.
 - d. A paved aircraft apron which meets appropriate FAA specifications within the leased area; and a paved taxiway within and without the leased area to accommodate aircraft movement from the Tenant's facilities to the existing Airport taxiway system.
2. Operator shall maintain all buildings and land on Airport property to the following standards, or as directed by the Airport Director:
 - a. Open storage areas shall be screened from public view.
 - b. Exterior buildings, signs and other structures shall be maintained in accordance with Airport standards and be in good condition. Prior to the construction or display of any exterior signing, written approval must be obtained from the Airport Director. All signs shall comply with the municipal sign code, as applicable.
 - c. Non-paved areas may be landscaped with lawns, mulch, shrubs, etc., as approved prior to installation by the Airport Director. Such approval will not be unreasonably withheld, conditioned, or delayed provided it does not interfere with the safety, utility, or efficiency of the Airport.
 - d. Lawns shall be cut to present a neat appearance.
 - e. Trash is not allowed on Airport property. Place trash and cigarette cans where needed.
 - f. Absolutely no activities shall take place on airport property to attract wildlife of any kind, including but not limited to bird or animal feeding, installation of bird baths, or installation of bird or animal feeders.
 - g. Pavements shall be joint-sealed and painted in accordance with FAA and MaineDOT standards.
 - h. The Operator/ Lessee is responsible for snow and ice control as specified in each individual lease or operating rights agreement. The Airport Director shall approve snow and ice control equipment and trained operators permitted on Airport property. Agreements may specify snow removal procedures for each leasehold.
 - i. All used or unused oil, solvents, and other hazardous/non-hazardous materials and waste shall be handled and disposed of, away from the Airport, in accordance with Federal, State of Maine and municipal requirements.

3. All Operators and Lessees shall comply with the Airport's Storm Water Pollution Prevention Plan (SWPPP).
4. Board reserves the right to take any action it considers necessary to protect the 14 CFR Part 77 – *Objects Affecting Navigable Airspace*, and FAA Order 8260.3B – *United States Standard for Terminal Instrument Procedures* imaginary surfaces against obstructions, together with the right to prevent Operator or Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Airport Director, would limit the usefulness of the Airport or constitute a hazard to aircraft.
5. Board reserves the right to, without obligation to the Operator/ Lessee/ Applicant, keep the airport landing area, and publicly owned facilities in good repair.
6. Ramp space other than ramp space specifically leased to or defined under a management agreement with the Lessee shall be for use by the general public only. No Lessee shall be permitted to use any portion of public ramp space for his/her use exclusively or to use any of such ramp space as parking or tie-down area.

c. Terms for Operator Services

1. Operator shall furnish services on a fair, equal, and non-discriminatory basis to all users.
2. Operator shall charge fair, reasonable, and non-discriminatory prices for each unit of sale or service, provided that the Operator may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
3. The Operator shall provide, by means of an office, a telephone and a point of contact for the public desiring to utilize Operator's services.

d. Policy for Insurance

1. Each Operator and Lessee shall protect the general public, other airport users, the customers or clients and the Airport from any and all lawful damages, claims, or liability, and they shall provide the types of insurance required in the applicable category(s) and written in such amounts designated in this Standards and more particularly described in Appendix B as amended from time to time but in no event less than the amounts required in the Operator or Lessee's negotiated lease agreement.
2. The Airport shall be an additional insured for ongoing and completed operations, on a primary and noncontributory basis with a waiver of subrogation in any such policy, and a certificate of insurance evidencing the same and the required coverage shall be delivered to the Airport Director prior to the commencement of any new lease of Airport property and annually for all existing agreements, as applicable.
3. The certificate of insurance shall provide that the insurance company, in writing, will notify the Airport Director thirty (30) days in advance of any cancellation of such insurance.
4. Insurance policies shall remain in full force and effect during the term of the lease/contract/ operating agreement between the Operator/ Lessee and the Airport, and any renewal policies shall be filed with the Airport Director not less than thirty (30) days before the expiration date of such policies.

6. Application Procedures

- a. Any person(s), firm or legal entity wishing to obtain the right to operate and/or establish leasehold on the airport shall make written application to the Director in the manner and form heretofore prescribed.
- b. Application for permission to lease and/or use airport land or any facilities thereon shall be accomplished in the manner and form as is dictated in these Standards and contained in Appendix C.
- c. It is the intent to examine each Applicant. Each Applicant shall provide satisfactory evidence to the Airport Director of their technical and financial abilities including the ability to meet the insurance requirements as stated herein.

- d. Upon consideration of the application, the Airport Director shall determine whether or not the Applicant meets the standards and qualifications as herein set out and whether or not such application should be granted in whole or part, and if so, upon what terms and conditions. The Airport Director will review all applications and provide a recommendation to the Board within 30 days from the receipt.
- e. The following list contains examples of reasons why an application may be denied; the following list is not exhaustive:
 - a. The Applicant does not meet the qualifications, standards and requirements established by these Minimum Standards and Procedures.
 - b. The Applicant's proposed operations or construction cannot be incorporated into the Ultimate Airport Layout Plan and approved by FAA, the MDOT and the Board because:
 - i. It is a potential safety hazard to the Airport, or
 - ii. There is insufficient land or building space available, or
 - iii. It will result in a congestion of aircraft or buildings, or will unduly interfere with the operation of any present FBO on the Airport, such as problems in connection with aircraft traffic or service, or preventing free access and egress to the existing FBO, or will result in depriving, without the proper economic study, an existing FBO of portions of its leased area in which it is operating.
 - c. The granting of the application will require the expenditure of Airport funds, labor or materials on the facilities described in or related to the application, or the operation will result in a financial loss to the Airport.
 - d. Any party applying, or interested in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
 - e. Any party applying, or having an interest in the business, has a record of violating the rules, or the rules and regulations of any other airport, civil air regulations, FAR, or any other rules and regulations applicable to this or any other airport.
 - f. Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the Airport or any lease or other agreement at any other airport.
 - g. Any party applying, or having an interest in the business, is not sufficiently credit worthy and responsible in the judgment of the Airport Director to provide and maintain the business to which the application relates and to promptly pay amounts due under the FBO lease.
 - h. The Applicant does not have the finances necessary to conduct the proposed operation for a minimum period of six months.
 - i. The Applicant has been convicted of any crime, or violated any ordinance rule or regulation, which adversely reflects on its ability to conduct the FBO operation applied for.
- f. The Board shall, after review and hearing, reserve the right to approve or disapprove the subject application.
- g. Each successful Applicant shall, within thirty (30) calendar days after having received written approval of their application, enter into good faith negotiations to develop a written lease/contract/operating rights Agreement with the Airport, in a form and manner prescribed by the Board.
- h. It is the intention of the Airport to enter into and execute a lease/contract/operating rights Agreement with the approved Applicant within the thirty (30) calendar days after such application is approved.

APPENDIX A: DEFINITIONS

- **Aeronautical Activity:** Any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.
- "Commercial"** aeronautical activities shall mean any activity by an Operator or its Sub Lessee intended to result in a monetary gain.
- "Non-commercial"** aeronautical activities shall mean any activity by a Lessee or its Sub Lessee which is conducted for their own benefit, without the intent of monetary gain.
- **Aeronautical Use:** All activities that involve or are directly related to the operation of aircraft, including activities that make the operation of aircraft possible and safe. Services located on the airport that are directly and substantially related to the movement of passengers, baggage, mail, and cargo are considered aeronautical uses.
- **Aeronautical Users:** Individuals or businesses providing services involving operation of aircraft or flight support directly related to aircraft operation are considered to be aeronautical users.
- **Agreements:**
- **Land Lease Agreement:** Written agreement between the Airport and Lessee/ Tenant for the termed use of a defined premises, typically for the construction of a privately (non-Airport Owned) owned hangar or facility. May be sub-leased.
 - **Building or Facility Lease Agreement:** Written agreement between the Airport and Lessee/ Tenant/ Operator for the exclusive use of an Airport-owned facility or portion of a facility. May be subleased with written approval from the Airport Director to fulfill leasehold requirements for FBO type.
 - **Operating Rights Agreement:** Written agreement between the Airport and an Operator wishing to perform commercial activity of an FBO type included in these standards. Contains details regarding all the requirements for the FBO type of operation, as negotiated. May be a standalone document or may be combined with a land lease and/or building lease to form a Land Lease and Operating Rights Agreement.
 - **Through the Fence Access and Operating Rights Agreement:** Written agreement between the Airport and an abutting landowner to specify access and operating terms to enter onto and use Airport property. Requires FAA approval prior to local approval.
- **Aircraft:** Any machine supported for flight in the air by buoyancy or by the dynamic action of air on its surfaces, especially powered airplanes, gliders, and helicopters.
- **Airport:** The Auburn – Lewiston Airport, (KLEW) Maine.
- **Airport Director:** Position hired by the Board of Directors to administer the day-to-day operations or the Airport. May be referred to as Airport Manager. If the position is not filled, the Chair of the Board of Directors shall function as Airport Director.
- **Board:** The Board of Directors of the Auburn-Lewiston Airport.
- **Commercial Operator:** Any Airport Tenant/ Lessee who fulfills the requirements of these standards and the appropriate requirements of Articles I through XII or other specific requirements. Also referred to as "Operator" or "FBO".
- **Commercial Operator Sub Lessee:** Any person or entity which has entered into a sub-lease with a Commercial Operator and who fulfills the appropriate requirements of the appropriate FBO category or other specific requirements included in an operating rights agreement.
- **Fixed-base Operator:** A fixed-base operator (FBO) is a commercial operator providing aeronautical services as described in Articles I through XII to the public. Also referred to as "Commercial Operator" or "Operator".
- **Flying Club:** A nonprofit or not-for-profit entity (e.g., corporation, association, or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only.
- **Nonaeronautical Use:** All uses of the airport other than those deemed as aeronautical uses are considered nonaeronautical. Aviation-related uses that do not need to be located on an airport are considered nonaeronautical uses. Nonaeronautical uses include public parking, rental cars, ground transportation, as well as terminal concessions such as food and beverage and news and gift shops. Federal law and policy on reasonableness of fees and other terms of airport access do not apply to nonaeronautical uses. FAA Makes the final determination on what is considered nonaeronautical.

- **Non-commercial Lessee:** Any person or entity that has entered into a lease for real property with the Board at the Airport. Also referred to as “Lessee” or “Tenant”. May or may not also have an operating rights agreement.
- **Non-commercial Sub Lessee:** Any person or entity which has entered into a sub-lease with a Non-commercial Lessee.
- **Self-fueling and Self-service:** Self-fueling as stated in AC 150/5190-5 – *Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities* means the fueling or servicing of an aircraft (e.g. changing the oil, washing) by the Board of the aircraft with his or her own employees and using his or her own equipment. Self-fueling and other self-services cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft Board from the source of his/her preference. As one of many self-service activities that can be conducted by the aircraft Board or operator by his or her own employees using his or her own equipment, self-fueling, differs from using a self-service fueling pump made available by the airport, an FBO, or an aeronautical service provider. The use of a self-service fueling pump is a commercial activity and is not considered self-fueling as defined herein. In addition to self-fueling, other self-service activities that can be performed by the aircraft Board with his or her own employees includes activities such as maintaining, repairing, cleaning, and otherwise providing service to an aircraft, provided the service is performed by the aircraft Board or his/her employees with resources supplied by the aircraft Board.
- **Transient Pilot or Operator:** Pilot or operator not based at LEW that may perform a commercial operation such as flight instruction conducting cross-country flights or air taxi operations. Not subject to these standards unless based at LEW but may be requested to provide proof of insurance. Responsible for any applicable user, parking, landing and other applicable fees for the use of the airport facility.

APPENDIX B MINIMUM INSURANCE REQUIREMENT

AUBURN - LEWISTON AIRPORT MINIMUM STANDARDS AND PROCEDURES

As required by these Standards, Operator or Lessee will provide the Airport Director with certificate(s) of insurance identifying the policies described below and the policies required to be obtained in the Operator or Lessee's lease and/ or operating rights agreement. Minimum insurance requirement limits are shown in parentheses and may be further defined in the lease and/or operating rights agreement. The Board reserves the right to modify the minimum insurance requirements from time to time. The following insurance requirements apply to those operators who provide an aeronautical service on airport property:

1. **Comprehensive general public liability insurance** (bodily injury/ property damage, \$1,000,000 each occurrence/ 1,000,000 aggregate) and including, if applicable,
 - a. **Products liability** (\$1,000,000); and/ or
 - b. **Hangar keepers liability** (of not less than \$400,000 and at least equal to the value of the aircraft in the care, custody, and control of the hangar keeper).
2. **Aircraft liability insurance**, (bodily injury/ property damage \$1,000,000 each occurrence/ \$1,000,000 aggregate) if applicable
3. **Worker's compensation insurance**, if applicable.
4. **Motor vehicle liability insurance**, (bodily injury/ property damage \$500,000 each occurrence/ \$1,000,000 aggregate) if applicable.

Each policy of insurance maintained by the Operator or Lessee under this section shall provide that the Airport be named as an additional insured for ongoing and completed operations, on a primary and noncontributory basis with a waiver of subrogation, and shall provide that the policy is not cancelable and non-modifiable without thirty (30) days prior notice in writing to the Airport Director. Each policy of insurance maintained by the operator shall provide for the waiver for subrogation as to claims against the Airport.

APPENDIX C APPLICATION FORM

AUBURN - LEWISTON AIRPORT MINIMUM STANDARDS AND PROCEDURES

The person(s), firm or legal entity listed below, requests permission to establish a lease hold or other right at Auburn - Lewiston Airport (LEW), ME, to engage in the following commercial (revenue producing), non-commercial aeronautical or non-aeronautical activities:

1. Name(s) of Applicant(s): _____

2. Addresses:

Applicant's Permanent Main Address:	
Applicant's Mailing Address:	

3. Applicant's Primary Email Address: _____

4. Applicant's Primary Phone Number: (____)_____

5. Applicant's Primary Business Name: _____

6. Purpose of Lease (check all that apply):

- | | |
|--|--|
| <input type="checkbox"/> Aircraft sales (new and/or used) | <input type="checkbox"/> Aircraft painting and/ or repair or initial outfitting of interiors |
| <input type="checkbox"/> Airframe and power plant repair facilities | <input type="checkbox"/> Aircraft charter and air taxi |
| <input type="checkbox"/> Aircraft rentals | <input type="checkbox"/> Specialized Aeronautical Service Operator |
| <input type="checkbox"/> Flight training | <input type="checkbox"/> Flying clubs |
| <input type="checkbox"/> Line services (aircraft fuels and oil dispensing) | <input type="checkbox"/> Aircraft parking and storage |
| <input type="checkbox"/> Specialized aircraft repair service - radios, propellers, instruments, and accessories. | <input type="checkbox"/> Independent Operator |
| | <input type="checkbox"/> Any other activities not specifically provided for in these Standards (e.g. non-aeronautical) |
| <input type="checkbox"/> Non-Commercial Lease (e.g. Private Hangar) | |

7. Estimated Cost of Proposed Development/Improvements: _____

Mandatory Documents for all Prospective Lessees

- ☐ Schedule for commencement of lease term, operation and leasehold improvements.
- ☐ Preliminary plans, specifications for any improvements which the Applicant intends to make.
- ☐ Proof (or copy of insurance company letter of intent) of liability coverage for the business operation, flight operations, itinerant aircraft, and Operators and premises insurance.

Mandatory Documents for all Prospective Commercial Operators

- ☐ Current financial statement prepared or certified by a Certified Public Accountant.
- ☐ Listing of assets owned, or being purchased, or leased which will be used in the business on the Airport
- ☐ Current credit report for each party owning or having a financial interest in the business and a credit report on the business itself covering all geographical areas in which it has done business in the ten (10) year period immediately prior to such application.
- ☐ Agreement to provide a bond or a suitable guarantee of adequate funds to the Board to be used to defray expenses and fees normally paid by the Lessee between the estimated time the Lessee may default and a new lease is executed and another Lessee takes over.
- ☐ Written authorization for the FAA, any aviation or aeronautics commissions, administrators, and departments of all states in which the Applicant has engaged in aviation business to release information in their files to the Board relating to the Applicant or its operation.

We the undersigned, certify that we are all the parties whose names are being submitted as owning an interest in the business or will appear on leases or other documents, as being a partner, director or corporate officer, and those who will be managing the business:

Signature

Typed/Printed Name

Signature

Typed/Printed Name

AUBURN - LEWISTON AIRPORT MINIMUM STANDARDS FBO REQUIREMENT SUMMARY

CATEGORY	TITLE	LAND LEASE (ft ²)	BUILDING LEASE (ft ²)	LEASEHOLD LANDSIDE/ AIRSIDE ACCESS REQUIRED	BUILDING Continued
I.	Line Services	Fuel Farm Area	725	No	office, customer lounge & restrooms*
II.	Flight Training	Sized for 2 aircraft	725	Yes*	office, customer lounge & restrooms
III.	Aircraft Charter and Taxi	Negotiated if applicable	725	Yes*	office, customer lounge & restrooms*
IV.	Aircraft Sales	Negotiated if applicable	725	Yes*	office, customer lounge & restrooms*
V.	Aircraft rentals	Sized for 1 aircraft	725	Yes*	office, customer lounge & restrooms*
VI.	Airframe and Powerplant Repair	Negotiated if applicable	2,750	No	250 ft ² office, customer lounge & restrooms*
VII.	Aircraft Painting and/ or Interior Repair	Negotiated if applicable	8,000	No	820 ft ² office, customer lounge & restrooms
VIII.	Specialized Aircraft Repair Service	Negotiated if applicable	2,750	No	250 ft ² office, customer lounge & restrooms*
IX.	Aircraft Parking and Storage	8,700	4+ nested T-hangars -or- 8,000	No	>10 units provide restroom facility for tenants*
X.	SASO	Negotiated	Negotiated	Negotiated	Negotiated
XI.	Flying Club	Tie down or hangar	Tie down or hangar	No	n/a
XII.	Independent Operators	Tie down or hangar if applicable	Tie down or hangar if applicable	Negotiated	Negotiated
XIII.	Other activities	Negotiated	Negotiated	Negotiated	Negotiated

*Acceptable if subleased from Airport or FBO that meets the standard