



**Auburn Lewiston Municipal Airport - Board of Directors - Meeting Agenda
October 22, 2024 4:30 P.M.
Administrative Conference Room 80 Airport Drive, Auburn, Maine**

Call to Order

I. New Business

- 1.** Authorizing the execution of a staffing services contract with Dirigo Aerospace Solutions LLC

X. Adjournment (Next Board Meeting, November 13, 2024 (CIP Review Workshop))

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

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

Flight Level Aviation
Attn: Peter Eichleay
125 Access Road
Norwood Memorial Airport
Norwood, MA 02062

October 21, 2024

Dear Peter,

Pursuant to our phone conversation today, and previous discussions, this memo is confirming our mutual agreement to terminate the services contract effective October 31, 2024. The Airport will provide the appropriate fee reports for September and October to ensure billing at the 25% which was agreed to and process all remaining invoices for staff services as quickly as possible.

We appreciate you and your team assisting us as we navigating the 2024 peak season and wish you success as you continue to serve the aviation community at other facilities.

Regards,

A handwritten signature in blue ink that reads "Jonathan P. LaBonte". The signature is written in a cursive, flowing style.

Jonathan P. LaBonte

CC. Jim Nall



Auburn Lewiston Municipal Airport

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

Dirigo Aerospace Solutions LLC

October 22, 2024

Dear Dirigo Aerospace Solutions LLC,

This letter agreement (this "Agreement") sets forth the terms and conditions whereby you agree to provide certain services (as described in Schedule 1) to the Auburn Lewiston Municipal Airport with offices located at 80 Airport Drive, Auburn, Maine 04210 (the "Airport").

1. SERVICES.

1.1 The Airport hereby engages you, and you hereby accept such engagement, as an independent contractor to provide certain services to the Airport on the terms and conditions set forth in this Agreement.

1.2 You shall provide to the Airport the services set forth in Schedule 1 (the "Services").

1.3 The Airport does not and shall not control or direct the manner or means by which you or your employees or contractors perform the Services but will coordinate scheduling for the time you perform the Services.

1.4 As set forth in Schedule 1, the Airport shall provide you with access to its premises, materials, information, equipment, and systems to the extent necessary for the performance of the Services. Unless otherwise specified in Schedule 1, you shall furnish, at your own expense, the materials, equipment, and other resources necessary to perform the Services.

1.5 You shall comply with all rules and procedures communicated to you in writing by the Airport, including those related to safety, security, and confidentiality. All staff assigned work under this contract shall be confirmed to be NATA Safety First certified and trained in fuel system quality assurance.

2. TERM. The term of this Agreement shall commence as of the date set forth above and shall continue through October 31, 2026, unless earlier terminated in accordance with Section 9. (the "**Term**"). Any extension of the Term will be subject to mutual written agreement between you and the Airport (referred to collectively as the "**Parties**").

3. FEES AND EXPENSES.

3.1 As full compensation for the Services and the rights granted to the Airport in this Agreement, the Airport shall pay you a fixed fee of \$50/hour for line services contracted staff. Management supplementing your schedule staff for service delivery will be paid at \$65/hour. Call out services will be paid at \$75/hour. The Airport will also compensate with 10% of fees collected for based tenant hangar and tie-downs and 25% of fees collected for transient hangar and tie-downs (the "**Fees**"), payable on the dates set forth in Schedule 1. A minimum of 80 hours per week will be scheduled during off-peak business



Auburn Lewiston Municipal Airport

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

periods, and up to 120 hours based on business needs during peak periods. The schedule will be mutually set by the parties as far in advance as is necessary.

3.2 You acknowledge that you will receive an IRS Form 1099-NEC from the Airport, and that you shall be solely responsible for all federal, state, and local taxes, as set out in Section 4.2.

3.3 The Airport shall pay all undisputed Fees within 30 calendar days after the Airport's receipt of an invoice submitted by you in accordance with the payment schedule set forth in Schedule 1.

3.4 Dirigo Aerospace Solutions LLC agrees to provide for coverage of after-hours phone call answering for flight line service requests, in addition to response to the airport for the provision of services as may be requested by customers. For each day of coverage, an additional one hour will be billed to the airport. Dirigo Aerospace Solutions LLC will be responsible for maintaining a call log to document calls received regardless of whether said call generates a service request back at the airport.

4. RELATIONSHIP OF THE PARTIES.

4.1 You are an independent contractor of the Airport, and this Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between you and the Airport for any purpose. You have no authority (and shall not hold yourself out as having authority) to bind the Airport and you shall not make any agreements or representations on the Airport's behalf without the Airport's prior written consent.

4.2 Without limiting Section 4.1, you will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by the Airport to its employees, and the Airport will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on your behalf. You shall be responsible for, and shall indemnify the Airport against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by you in connection with the performance of the Services shall be your employees or contractors and you shall be fully responsible for them and indemnify the Airport against any claims made by or on behalf of any such employee or contractor.

5. CONFIDENTIALITY.

5.1 You acknowledge that you will have access to information that is treated as confidential and proprietary by the Airport including without limitation information pertaining to customers and personnel. Any Confidential Information that you access in connection with the Services shall be subject to the terms and conditions of this clause. You agree to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Airport in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. You shall notify the Airport immediately in the event you become aware of any loss or disclosure of any Confidential Information.



Auburn Lewiston Municipal Airport

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

5.2 Confidential Information shall not include information that:

- (a) is or becomes generally available to the public other than through your breach of this Agreement;
or
- (b) is communicated to you by a third party that had no confidentiality obligations with respect to such information.

5.3 Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. You agree to provide written notice of any such order to an authorized officer of the Airport within 5 business days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit the Airport to contest the order or seek confidentiality protections, as determined in the Airport's sole discretion.

6. REPRESENTATIONS AND WARRANTIES.

6.1 You represent and warrant to the Airport that:

- (a) you have the right to enter into this Agreement, to grant the rights granted herein, and to perform fully all of your obligations in this Agreement;
- (b) your entering into this Agreement with the Airport and your performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which you are subject;
- (c) you have the required skill, experience, and qualifications to perform the Services, you shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and you shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;
- (d) you shall perform the Services in compliance with all applicable federal, state, and local laws and regulations, including by maintaining all licenses, permits, and registrations required to perform the Services;

6.2 The Airport hereby represents and warrants to you that:

- (a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and
- (b) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate action.

7. INDEMNIFICATION.



Auburn Lewiston Municipal Airport

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

7.1 You shall defend, indemnify, and hold harmless the Airport and its affiliates and their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible personal property resulting from your acts or omissions; or
- (b) your breach of any representation, warranty, or obligation under this Agreement.

8. **INSURANCE.** During the Term, you shall maintain in force adequate workers' compensation, commercial general liability (\$1 million), aviation liability (\$1 million), and other forms of insurance, in each case with insurers reasonably acceptable to the Airport, with policy limits sufficient to protect and indemnify the Airport. The Airport shall be listed as additional insured under such policy, and you shall forward a certificate of insurance verifying such insurance upon the Airport's written request, which certificate will indicate that such insurance policies may not be canceled before the expiration of a 30-calendar day notification period and that the Airport will be immediately notified in writing of any such notice of termination.

9. TERMINATION.

9.1 You or the Airport may terminate this Agreement without cause upon 90 calendar days' written notice to the other party to this Agreement. In the event of termination pursuant to this clause, the Airport shall pay you on a pro-rata basis any Fees then due and payable for any Services completed up to and including the date of such termination.

9.2 You or the Airport may terminate this Agreement, effective immediately upon written notice to the other party to this Agreement, if the other party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the other party does not cure such breach within 5 calendar days after receipt of written notice of such breach.

9.3 Upon expiration or termination of this Agreement for any reason, or at any other time upon the Airport's written request, you shall promptly after such expiration or termination:

- (a) deliver to the Airport all materials, equipment, and other property provided for your use by the Airport;
- (b) deliver to the Airport all tangible documents and other media, including any copies, containing, reflecting, incorporating, or based on the Confidential Information;
- (c) permanently erase all the Confidential Information from your computer systems; and
- (d) certify in writing to the Airport that you have complied with the requirements of this clause.

9.4 The terms and conditions of this clause and Section 4, Section 5, Section 6, Section 7, Section 8, Section 11, Section 12, and Section 13 shall survive the expiration or termination of this Agreement.



Auburn Lewiston Municipal Airport

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

10. **ASSIGNMENT.** You shall not assign any rights or delegate or subcontract any obligations under this Agreement without the Airport's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void.

11. **ARBITRATION.**

11.1 Any dispute, controversy, or claim arising out of or related to this Agreement or any breach or termination of this Agreement, including but not limited to the Services you provide to the Airport, and any alleged violation of any federal, state, or local statute, regulation, common law, or public policy, whether sounding in contract, tort, or statute, shall be submitted to and decided by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association before a single arbitrator. Any arbitral award determination shall be final and binding upon the Parties. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction.

12. **GOVERNING LAW** This Agreement will be construed in accordance with the laws of the State of Maine, without reference to the conflicts of laws principles thereof.

13. **MISCELLANEOUS.**

13.1 All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), email, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if: (a) the receiving party has received the Notice; and (b) the party giving the Notice has complied with the requirements of this Section.

13.2 This Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

13.3 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.



Auburn Lewiston Municipal Airport

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

13.4 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13.5 This Agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

If this letter accurately sets forth our understanding, kindly execute the enclosed copy of this letter and return it to the undersigned.

Very truly yours,

Auburn Lewiston Municipal Airport

BY:.....

Name: Jonathan P. LaBonte

Title: Airport Director

Date:

Witness:

BY:

Name:

Date:

ACCEPTED AND AGREED:

Dirigo Aerospace Solutions LLC

BY:.....

Name:

Title:

Date:

Federal Tax Id. No:

Witness

BY:

Name:

Date:



Auburn Lewiston Municipal Airport

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

SCHEDULE 1

1. SERVICES:

- AvGas and Jet A fueling services, including associated start-up/close-out daily tasks and other scheduled preventive maintenance tasks during assigned hours.
- Runway Inspections and review of aircraft operating areas may be requested to be completed during selected shifts
- Customer support for those seeking or currently leasing hangar or tie-down space from the Airport, including towing or tugging aircraft and placement within hangars. Customer support for additional services during assigned hours, including catering and rental car coordination. Service coordination will be handled through the Airport's FlightBridge system.
- Airport operations and administrative tasks may be assigned for completion during periods of limited or no customer service requests.
- Both parties agree to develop joint SOPs for management of these tasks and documentation, customer engagement, communication, and transaction handling to improve overall customer service levels and enhance accountability within the flight line services business unit. This includes ongoing review of fee schedules.
- Assigned hours will include Saturday and Sunday business hours and holidays as well as phone duty and responding to call outs for services.
- Supplemental training may be requested of Dirigo Aerospace Solutions LLC in the area of airport operations and/or flight line services. Those requests must be made in writing by the airport.

2. ACCESS PROVIDED BY AIRPORT:

- Use of the Airport Terminal office space and common areas for the purposes of completing work associated with this agreement. Access to Airport-owned hangars would also be provided.
- Use of airport administrative systems, including scheduling and point of sale systems, for transaction handling.
- Use of airport equipment associated with the fuel farm, fuel transport, and delivering fuel into aircraft, including, but not limited to, the Jet A fuel truck, 100 LL fuel cart, airport-owned tug, GPU, and lavcart.

3. PAYMENT SCHEDULE:

- Airport will be billed weekly based on hours assigned during the previous week (Sunday through Saturday)

INITIAL: _____

INITIAL: _____