



Auburn Lewiston Municipal Airport - Board of Directors - Meeting Agenda
July 9, 2025 5:30 P.M.
Administrative Conference Room 80 Airport Drive, Auburn, Maine

Call to Order

I. Consent Items

II. Minutes

1. May 7, 2025 Meeting
2. May 15, 2025 Meeting
3. May 20, 2025 Meeting

III. Financial Report – Treasurer

1. FY 2025 Unaudited Financials
2. Fuel Sales Year over Year Comparisons/Peak Season Comparisons

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 - None

VII. New Business –

1. Order approving the Hangar Wait List Policy
2. Order directing the Airport Director to submit a zoning change request memo to the City of Auburn for the Roundy and Foster Road Properties
3. Order authorizing the expenditure of \$20,000 from the Airport Land Fund to acquire a fleet vehicle from the City of Auburn Police Department
4. Order authorizing the Airport Director to negotiate and execute a lease with Sarah's Runway Variety for an expanded parking area

VIII. Reports

1. Airport Director Report
 - a. Board Orientation Materials Overview/Facility Tour Scheduling
2. Board of Directors Reports

IX. Executive Sessions –

1. Pursuant to MRSA 405(6) c – Real estate negotiations (Airport Property Leases)

X. Adjournment (Next Board Meeting, September 10, 2025)

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

May 7, 2025 5:30 P.M.

Administrative Conference Room 80 Airport Drive, Auburn, Maine

Attendance: M. Blais, B. Weisner, M. Garside, L. Allen, D. Chittim, W. Poulin, P. Crowell (5:55PM)

Excused Absence: T. Roy

Call to Order at 5:37 PM

I. Consent Items

II. Minutes

1. March 12, 2025 Meeting – *Motion by D. Chittim, seconded by M. Garside to approve minutes with the addition of P. Crowell's attendance, motion carried 6-0*

III. Financial Report – Treasurer – Motion to accept the financial reports and place on file made by D. Chittim, second by B. Weisner, motion carried 6-0.

1. FY 2025 YTD Financials
2. Fuel Sales Year over Year Comparisons/Off Peak Season Comparisons

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 - None

VII. New Business –

1. Order Ratifying the Airport Director's signature on a short-term lease of the Airport Terminal kitchen space to Portland Pie Company – *Motion to approve made by D. Chittim, seconded by M. Garside, motion carried 7-0.*
2. Order Authorizing the Airport Director to execute an assignment of the parking land lease at Runway Variety – *Motion to approve made by D. Chittim, seconded by M. Garside, motion carried 7-0.*
3. Order Authorizing the Airport Director to execute the construction phase services contract with McFarland Johnson - *Motion to table to a special meeting on May 15th made by D. Chittim, seconded by M. Garside, motion carried 7-0.*
4. Order Authorizing the Airport Director to execute the CDS Hangar construction contract with Ducas Construction – *Motion to table to a special meeting on May 15th made by D. Chittim, seconded by M. Garside, motion carried 7-0*
5. Order Authorizing the Execution of a Fiscal Year 2026 – 2029 MOU between the Airport and the City of Auburn - *Motion to table to a special meeting on May 15th made by D. Chittim, seconded by M. Blais, motion carried 5-2 (L. Allen, M. Garside opposed)*

6. Order approving the Fiscal Year 2026 Airport Operations and FBO Budgets - *Motion to approve made by D. Chittim, seconded by B. Weisner, motion carried 7-0*
7. **MOTION TO SUSPEND THE RULES AND ADD ITEM TO DISCUSS FIELDING PROPERTIES LLC JOINT DEVELOPMENT AGREEMENT MADE BY P. CROWELL, SECONDED BY D. CHITTIM, MOTION CARRIED 7-0.**
 - i. On a motion by D. Chittim and seconded by P. Crowell, a total of \$410,000 from the Airport Land Fund will be allocated to the Box Hangar Development Cost Share, motion carried 7-0.

VIII. Reports

1. Airport Director Report
2. Board of Directors Reports

IX. Executive Sessions –

1. Pursuant to MRSA 405(6) c – Real estate negotiations (Christian Hill) – *Motion by D. Chittim, seconded by P. Crowell to enter executive session, carried 7-0.*
2. Pursuant to MRSA 405(6) c – Real estate negotiations (Industrial Airpark) *Motion by D. Chittim, seconded by P. Crowell to enter executive session, carried 7-0.*

X. Adjournment (Next Board Meeting called for May 15th, 2025 at 7 AM, Auburn Hall)

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D. Labor contracts

E. Contemplated litigation



Auburn Lewiston Municipal Airport - Board of Directors – Special Meeting Minutes
May 15, 2025 7:00 A.M.
Community Room, Auburn Hall, 60 Court Street, Auburn, Maine

In attendance: T. Roy, L. Allen, W. Poulin, M. Garside, D. Chittim, B. Weisner, P. Crowell (via Teams)

Absent: M. Blais

Call to Order at 7:00 AM

I. Old Business – None

1. Order Authorizing the Airport Director to execute the construction phase services contract with McFarland Johnson (*as tabled at the May 7th, 2025 Board Meeting*)
Motion by D Chittim, seconded by M Garside. During discussion a motion to amend the order by D Chittim, seconded by B Weisner as follows: Approve order authorizing the Airport Director to execute the construction phase services contract with McFarland Johnson contingent upon receiving electronic confirmation that the CDS Funding is forthcoming. Vote 6-0-1 (P Crowell remote and ineligible to vote) Motion as amended carried 6-0-1.
2. Order Authorizing the Airport Director to execute the CDS Hangar construction contract with Ducas Construction (*as tabled at the May 7th, 2025 Board Meeting*)
Motion to approve authorizing the Airport Director to execute the CDS Hangar construction contract with Ducas Construction contingent upon receiving electronic confirmation from FAA that the CDS Funding is forthcoming by D Chittim, seconded by M Garside, Vote 6-0-1 (P Crowell remote and ineligible to vote) Motion carried.
3. Order Authorizing the Execution of a Fiscal Year 2026 – 2029 MOU between the Airport and the City of Auburn (*as tabled at the May 7th, 2025 Board Meeting*)
Motion Authorizing the Execution of Fiscal Year 2026-2029 MOU between the Airport and the City of Auburn by T Roy, seconded by W Poulin, during discussion a motion to amend the recital referencing the end of the taxsharing agreement to state October 2, 2029 in the MOU by D Chittim, seconded by M Garside after discussion a vote on the amended language passed 6-0-1 (P Crowell remote and ineligible to vote) Vote on the amended carried 6-0-1.

II. Adjournment (Next Board Meeting, July 9, 2025)

Motion to adjourn by D Chittim, seconded by T Roy, vote 6-0-1, motion carried.



Auburn Lewiston Municipal Airport - Board of Directors – Special Meeting Minutes

May 20, 2025 7:30 A.M.

Terminal Conference Room, 80 Airport Drive, Auburn, Maine

Attendance: W. Poulin, D. Chittim, L. Allen, M Garside, P. Crowell, T. Roy

Absent: B. Weisner, M. Blais

Call to Order at 7:30 AM

I. New Business –

1. Order Authorizing the Airport Director to execute the IJJA AIG Grant Agreement for Project No. 3-23-0002-036-2025

Motion by P Crowell, seconded by M Garside, Vote 6-0, Motion carried.

2. Order Authorizing the Airport Director to execute the AIP FY23 Supplement Appropriations Grant Agreement for Project No. 3-23-0002-034-2025

Motion by D Chittim, seconded by T Roy, vote 6-0, Motion carried.

II. Adjournment (Next Board Meeting, July 9, 2025)

Motion to adjourn by D Chittim, seconded by M Garside, vote 6-0, Motion carried.

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D. Labor contracts

E. Contemplated litigation

YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

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	-18,500	0	-18,500	-10,105.00	.00	-8,395.00	54.6%*
9000 420040 Fees - Landings	-40,000	0	-40,000	-40,017.96	.00	17.96	100.0%
9000 429005 Christian Hill Mate	-100,000	0	-100,000	-45,922.85	.00	-54,077.15	45.9%*
9000 429025 Rental Fees	-175,000	0	-175,000	-195,928.73	.00	20,928.73	112.0%
TOTAL Airport Operations	-333,500	0	-333,500	-291,974.54	.00	-41,525.46	87.5%
9001 Airport Personnel							
9001 611000 Regular Salaries	170,000	0	170,000	18,522.00	.00	151,478.00	10.9%
9001 613000 Overtime	9,000	0	9,000	378.00	.00	8,622.00	4.2%
9001 617020 Fringe Benefits	118,283	0	118,283	15,148.54	.00	103,134.46	12.8%
9001 617030 Professional Develo	15,000	0	15,000	4,878.61	.00	10,121.39	32.5%
TOTAL Airport Personnel	312,283	0	312,283	38,927.15	.00	273,355.85	12.5%
9002 Airport Operations							
9002 611000 Regular Salaries	0	0	0	118,277.56	.00	-118,277.56	100.0%*
9002 613000 OT - Regular	0	0	0	5,237.16	.00	-5,237.16	100.0%*
9002 617020 Fringe Benefits	0	0	0	57,237.74	.00	-57,237.74	100.0%*
9002 617030 Professional Develo	0	0	0	4,733.90	.00	-4,733.90	100.0%*
9002 628000 Contract Services	0	0	0	156,463.79	5,500.00	-161,963.79	100.0%*
9002 628016 Legal Services	0	0	0	31,400.00	.00	-31,400.00	100.0%*
9002 628019 Building Repairs	0	0	0	24,599.99	.00	-24,599.99	100.0%*
9002 628020 Vehicle Repairs	0	0	0	20,366.67	.00	-20,366.67	100.0%*
9002 628039 AIRFIELD MAINTENANC	0	0	0	25,321.02	16,116.12	-41,437.14	100.0%*
9002 633030 Fuels and Oil for V	26,000	43	26,043	11,780.28	3,366.66	10,895.71	58.2%
9002 633040 Snow and Ice Contro	1,000	0	1,000	.00	.00	1,000.00	.0%
9002 633042 Pavement Maintenanc	0	0	0	1,635.42	.00	-1,635.42	100.0%*
9002 640000 Telephones/Cell Sti	0	0	0	7,824.90	.00	-7,824.90	100.0%*
9002 641100 Utilities	115,000	0	115,000	30,943.82	.00	84,056.18	26.9%
TOTAL Airport Operations	142,000	43	142,043	495,822.25	24,982.78	-378,762.38	366.7%
9003 Airport Maintenance							
9003 628000 PS - Gen/Profession	140,000	0	140,000	.00	.00	140,000.00	.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
9000 Airport Operations	APPROP	ADJSTMTS	BUDGET	YTD	ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
9003 628019 Building Maintenan	33,000	500	33,500	6,620.14		500.00	26,379.86	21.3%
9003 628020 Vehicle Maintenance	25,000	0	25,000	10,097.80		565.61	14,336.59	42.7%
9003 628021 Radio Maintenance	1,500	0	1,500	.00		.00	1,500.00	.0%
9003 628038 Electrical Maintena	4,000	0	4,000	.00		.00	4,000.00	.0%
9003 628039 Airfield Maintenan	32,250	5,136	37,386	19,407.38		6,759.69	11,219.15	70.0%
9003 633041 Computer/Office Mac	10,000	0	10,000	9,085.33		.00	914.67	90.9%
9003 633042 Pavement Maintenan	29,000	708	29,708	17,479.50		707.56	11,520.50	61.2%
TOTAL Airport Maintenance	274,750	6,344	281,094	62,690.15		8,532.86	209,870.77	25.3%
9004 Airport Administration								
9004 620000 Advertising and Pr	7,500	0	7,500	.00		.00	7,500.00	.0%
9004 628000 Professional Servic	42,800	20,000	62,800	15,000.00		.00	47,800.00	23.9%
9004 628016 Legal Services	20,000	0	20,000	-3,222.50		.00	23,222.50	-16.1%
9004 628041 Hangar Lease	115,000	0	115,000	.00		.00	115,000.00	.0%
9004 628056 Life Flight Land Fu	12,000	0	12,000	.00		.00	12,000.00	.0%
9004 633000 Office Supplies	2,500	0	2,500	2,781.00		.00	-281.00	111.2%*
9004 640000 Telephone and Inter	9,000	0	9,000	.00		.00	9,000.00	.0%
9004 645000 Insurance Premiums	33,400	0	33,400	29,351.29		.00	4,048.71	87.9%
TOTAL Airport Administration	242,200	20,000	262,200	43,909.79		.00	218,290.21	16.7%
9005 Airport Other Income								
9005 401600 Municipal Subsidy	-410,000	0	-410,000	-410,000.00		.00	.00	100.0%
9005 420063 Service Fees	-500	0	-500	-1,972.12		.00	1,472.12	394.4%
9005 422000 Investment Income	-3,000	0	-3,000	-8,955.61		.00	5,955.61	298.5%
9005 429013 Sale of Assets	-75,000	0	-75,000	-204,744.16		.00	129,744.16	273.0%
9005 429019 FLIGHT SIMULATOR	-2,000	0	-2,000	-720.00		.00	-1,280.00	36.0%*
TOTAL Airport Other Income	-490,500	0	-490,500	-626,391.89		.00	135,891.89	127.7%
9010 Airport-FBO								
9010 420035 Fees - Fuel and Oi	-1,007,750	0	-1,007,750	-659,564.34		.00	-348,185.66	65.4%*
9010 420051 Tie Down/Hangar/Co	-60,000	0	-60,000	-86,803.27		.00	26,803.27	144.7%
9010 420059 Fees-Catering	0	0	0	-3,419.35		.00	3,419.35	100.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
9000 Airport Operations							
9010 420060 After Hour Call Out	-10,000	0	-10,000	-23,175.00	.00	13,175.00	231.8%
9010 420061 Flight Line Service	-7,000	0	-7,000	-5,995.00	.00	-1,005.00	85.6%*
9010 420064 Rental Car	-3,000	0	-3,000	-3,632.83	.00	632.83	121.1%
9010 420086 TRANSIENT TIE DOWN/	0	0	0	-15,135.00	.00	15,135.00	100.0%
9010 420911 Facility Fee	0	0	0	-32,870.00	.00	32,870.00	100.0%
9010 633047 PROCESSING FEE	0	0	0	9,434.05	.00	-9,434.05	100.0%*
TOTAL Airport-FBO	-1,087,750	0	-1,087,750	-821,160.74	.00	-266,589.26	75.5%
9015 Services (FBO) Expenses							
9015 611000 Regular Salaries	0	0	0	1,180.00	.00	-1,180.00	100.0%*
9015 620000 Advertising	0	0	0	7,667.17	.00	-7,667.17	100.0%*
9015 628000 Prof/Contracted Ser	200,500	0	200,500	267,689.52	.00	-67,189.52	133.5%*
9015 628019 Building Maintenan	0	0	0	23,385.38	1,049.00	-24,434.38	100.0%*
9015 628021 Plant Equipment	1,800	0	1,800	1,521.10	.00	278.90	84.5%
9015 628041 FBO HANGAR LOAN	0	0	0	115,000.00	.00	-115,000.00	100.0%*
9015 628044 Ground Support Equi	9,700	94	9,794	11,048.23	93.76	-1,348.23	113.8%*
9015 628071 Fuel Flowage	17,500	0	17,500	9,071.60	.00	8,428.40	51.8%
9015 633000 Office Supplies	0	0	0	4,502.35	.00	-4,502.35	100.0%*
9015 633030 Fuels & Oils	702,500	0	702,500	465,644.72	126,815.36	110,039.92	84.3%
9015 641100 Utilities	0	0	0	50,949.08	.00	-50,949.08	100.0%*
TOTAL Services (FBO) Expenses	932,000	94	932,094	957,659.15	127,958.12	-153,523.51	116.5%
TOTAL Airport Operations	-8,517	26,480	17,963	-140,518.68	161,473.76	-2,991.89	116.7%
TOTAL REVENUES	-1,911,750	0	-1,911,750	-1,748,961.22	.00	-162,788.78	
TOTAL EXPENSES	1,903,233	26,480	1,929,713	1,608,442.54	161,473.76	159,796.89	

YEAR-TO-DATE BUDGET REPORT

FOR 2025 13							
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	-8,517	26,480	17,963	-140,518.68	161,473.76	-2,991.89	116.7%
** END OF REPORT - Generated by Jonathan LaBonte **							

BALANCE SHEET FOR 2025 12

FUND: 9000 Airport Operations			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
9000	011010	Airport Checking	-161,272.92	264,130.43
9000	011030	Cash-Petty Cash	.00	700.00
9000	011140	Interest Receivable	.00	.01
9000	011530	Accounts Receivable	3,453.55	-51,622.36
9000	011540	Allowance for Uncollect Accts	.00	-1,747,727.63
9000	011545	Lease Receivable	.00	3,028,598.23
9000	011810	Prepaid Expenses	22,227.24	37,389.25
9000	011900	INVENTORY FOR RESALE	.00	58,465.97
9000	012110	Land	.00	1,717,208.27
9000	012111	Land Improvements	.00	26,972,543.84
9000	012112	Construction In Progress	.00	1,941,472.98
9000	012310	Buildings & Bldg Improvements	.00	4,458,442.82
9000	012410	Machinery & Equipment	.00	1,763,883.52
9000	012900	Accumulated Depreciation	.00	-17,876,614.76
9000	013000	DEF OUTFLOW-NET PENSION	.00	32,758.94
9000	016000	DUE TO / DUE FROM	86,072.10	-14,248,172.96
TOTAL ASSETS			-49,520.03	6,351,456.55
LIABILITIES				
9000	024210	Accounts Payable	.00	-11,000.00
9000	024230	Loan Payable-City of Auburn	.00	-599,531.67
9000	024231	Loan Payable-City of Lewiston	.00	-599,531.67
9000	024240	ACCRUED INTEREST	.00	-20,426.13
9000	024610	Accrued Payroll	.00	-3,150.30
9000	024611	Compensated Absences	.00	-23,502.74
9000	024722	PAID FAMILY MEDICAL LEAVE	-55.67	-279.60
9000	024730	ICMA Deferred Comp-City	.00	-240.00
9000	024734	ME State Retirement	-967.79	-4,022.96
9000	024742	ICMA-Airport	.00	-884.55
9000	024758	MMA Health Ins-Airport	-2,854.80	-1,516.35
9000	024765	Dental	.00	-54.79
9000	024772	Flex Spending-Airport	.00	-512.25
9000	024773	Vision	-11.16	19.57
9000	024829	DUE TO STATE - SALES TAX	.00	-149.37
9000	025000	DEF INFLOW NET PENSION	.00	-23,516.00
9000	026000	NET PENSION LIABILITY	.00	-40,564.00
9000	029000	Deferred Inflow - Leases	.00	-1,238,990.41
TOTAL LIABILITIES			-3,889.42	-2,567,853.22
FUND BALANCE				
9000	037000	Ctrl Total - Encumbrances	-32,681.13	161,473.76
9000	037100	FB ASSIGNED CITY	.00	-1,836,398.00
9000	037104	FB UNASSIGNED	.00	-1,806,686.65
9000	037201	CTRL TOTAL-BUD FB DESIGNATED	32,681.13	-161,473.76
9000	037301	Ctrl Total - Bud FB Undesignat	.00	17,963.19
9000	047000	Ctrl Total - Revenues	-71,421.56	-1,748,961.22
9000	047001	CONTROL - ESTIMATED REVENUE	.00	1,911,750.00
9000	057000	CTRL TOTAL-EXPENDITURES	124,831.01	1,608,442.54
9000	057001	CTRL TOTAL-APPROPRIATIONS	.00	-1,929,713.19

BALANCE SHEET FOR 2025 12

FUND: 9000 Airport Operations		NET CHANGE FOR PERIOD	ACCOUNT BALANCE
FUND BALANCE			
	TOTAL FUND BALANCE	53,409.45	-3,783,603.33
	TOTAL LIABILITIES + FUND BALANCE	49,520.03	-6,351,456.55

BALANCE SHEET FOR 2025 12

FUND: 9020 Airport Capital Projects Fund			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
9020	011530	Accounts Receivable	.00	830,223.85
9020	016000	Due to/from Other Funds	-86,072.10	14,773,240.02
TOTAL ASSETS			-86,072.10	15,603,463.87
FUND BALANCE				
9020	037000	Ctrl Total - Encumbrances	-72,891.10	270,824.40
9020	037104	FB-UNASSIGNED-CTY	.00	-16,028,611.76
9020	037201	Ctrl Total - Bud FB Designated	72,891.10	-270,824.40
9020	037301	Ctrl Total - Bud FB Undesignat	.00	960,764.25
9020	047000	Ctrl Total - Revenues	.00	-450,145.01
9020	057000	Ctrl Total - Expenditures	86,072.10	875,292.90
9020	057001	Ctrl Total - Appropriations	.00	-960,764.25
TOTAL FUND BALANCE			86,072.10	-15,603,463.87
TOTAL LIABILITIES + FUND BALANCE			86,072.10	-15,603,463.87

BALANCE SHEET FOR 2025 12

FUND: 9030 Airport Land Fund				NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS					
9030	011111	Investments-MM-Airpark		.00	772,488.22
9030	011113	Investments-MILESTONES CD		.00	240.21
9030	016000	Due to/from Other Funds		.00	-525,067.06
TOTAL ASSETS				.00	247,661.37
FUND BALANCE					
9030	037104	FB-UNASSIGNED-CTY		.00	-236,589.63
9030	047000	Ctrl Total - Revenues		.00	-11,071.74
TOTAL FUND BALANCE				.00	-247,661.37
TOTAL LIABILITIES + FUND BALANCE				.00	-247,661.37

** END OF REPORT - Generated by Jonathan LaBonte **

Auburn Air Center - Fuel Sales Comparison by Fiscal Year (FY14 to FY25)

Quantity (gallons) by Fiscal Year													
Product	Pay Type	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Avgas 100LL	Cash/Invoiced	29116.67	30619.5	38620.35	26927.59	26102.8	20266.1	20355.5	14934.3	12084.3	12798.7	18650.5	7872.7
Avgas 100LL	Credit Card	13739.53	13506.6	16688.72	14861.45	14211.2	13104.8	12819.56	13888	10638.5	10187.35	15236.6	45642.2
	TOTAL 100LL	42856.2	44126.1	55309.07	41789.04	40314	33370.9	33175.06	28822.3	22722.8	22986.05	33887.1	53514.9
Jet A Fuel	Cash	12729.9	16888	16737.9	31089	48957.2	60589.4	52058.3	19812	16889	5211	1552	203
Jet A Fuel	Contract Fuel	29264.7	28121	27268	36045	35172	29536	62387	51810	74907	62887.12	94090.5	62939
Jet A Fuel	Credit Card	26375.4	23947	26421	22755	21781	27053.1	18139	15849	26066	21875	21477	16315
	TOTAL Jet A	68370	68956	70426.9	89889	105910.2	117179	132584.3	87471	117862	89973.12	117119.5	79457

**FY2020 included over 16,000 in Jet A sales to Elite Airways*

Jet A Gallons (June) by Calendar Year	
2020	2690
2021	1035
2022	10191
2023	14858
2024	15118
2025	9177



Auburn – Lewiston Municipal Airport Board Meeting Information Sheet

Board Workshop or Meeting Date: July 9 2025

Author: Jonathan P. LaBonte, Airport Director

Subject: Airport Wait List Policy

Information: Airport's maintain waitlist for hangars to ensure that they are aware of the existing demand for aircraft storage and can fill open space in an orderly and equitable way. With the construction of the Airport t-hangar project proceeding, now is a good time to review an official wait list policy for board adoption and then implement it. The Airport has not maintained a clean and up to date wait list, and this policy will guide building and sustaining that list.

Recommended Action: Approving the Order adopting the policy

Previous Meetings and History:

Attachments: Draft Hangar Wait List Policy



Auburn Lewiston Municipal Airport
80 Airport Drive, Auburn, Maine 04210
www.flytomaine.com

Hangar Wait List Policy

It is the policy of the Auburn Lewiston Municipal Airport to ensure that an active list is available to individuals looking to rent aircraft storage space and keep the wait times reasonable for those placed on the list. The Auburn Lewiston Municipal Airport owns and maintains hangars on the east and west side of the airport.

Purpose

Hangars are intended for use by individuals, partnerships, or corporations that own, or have under exclusive lease, one (1) or more aircraft. Any individual, partnership, or corporation may apply to be on the waiting list. Applicants do not have to be in possession of an aircraft to be on the list. However, the applicant must be in possession of an aircraft within thirty (30) days of signing a lease agreement. A copy of the aircraft registration will be required within 30 days of executing a hangar lease agreement. If the aircraft is being leased, the tenant must provide a signed copy of the lease to the Airport for their review.

Waiting List

1. Individuals, partnerships, or corporations will be required to submit an application in order to be placed on the waiting list. Any airport business can place their name on a waiting list for a commercial hangar.

NOTE: Individuals currently on the waiting list will be required to submit a new application in order to provide current contact information. The individuals spot on the waiting list will not change.

2. Applicants can place their name on multiple waiting lists for each size and location of hangar. Waiting lists are maintained for t-hangars and box hangars.

3. Only aircraft owned or co-owned, or leased by the applicant will be authorized to occupy the hangar. A hangar can have more than one aircraft or tenant if size permits. Both tenants will be required to sign a dual occupancy lease with the initial applicant. **Subleasing or transferring of a hangar is prohibited.**

4. An applicant may be denied hangar space if the applicant has been or is currently in default of any other lease with the Airport, or has violated the Airport's Rules and Regulations within the past twelve (12) calendar months.

5. Applicant will be removed from waiting list(s) under the following conditions:

- a. Failure to respond to one (1) offer for hangar space;
- b. Failure to provide current address and phone number;
- c. Failure to have a deposit on file; and/or
- d. At the applicant's request.

6. Upon request, applicants will be required to update their contact information. Failure to provide this information will result in removal from the waiting list.

Notification of an Available Hangar Space

1. When a hangar becomes available, Airport Staff will execute the following notifications:
 - a. The individual will be sent an email with the hangar size, time of availability, and the rental amount.
 - b. The individual will be called and should no one answer, be left a voicemail with the hangar size, time of availability, and the rental amount.
2. The individual will have **five (5) calendar days** from the initial notification to respond to the offer. Should the individual respond, the individual will be provided required paperwork and payment information.
 - a. Individuals not in possession of an aircraft or will not be in possession of an aircraft within thirty (30) days will be considered as a refusal and will be taken off the list. Any applicant who is removed from the list will need to reapply in order to be placed back on the list.
 - b. If the individual does not respond or refuses the offer, they will be taken off the list. Any applicant who is removed from the list will need to reapply in order to be placed back on the list.
3. After a response or no response from the initial offer, Airport Staff will move to the next person on the waiting list. The notification process will begin again until an eligible individual secures a hangar.

Each applicant is required to have a deposit on file in order to stay or be placed on the waiting list. Deposits are refundable and will be applied to the base deposit upon executing a hangar lease agreement. Deposits will be placed in a non-interest bearing account until used or refunded.

Monthly Rental Rates and Deposits

A list of the monthly hangar rates are listed below, if available. Rates are subject to change and take effect at the start of each fiscal year (July 1).

Units	Deposit Amount
Airport-owned T-hangar units*	\$250

Monthly rent does not include utilities, as t-hangar units are individually metered.

*10 units planned for 2025 construction



Auburn – Lewiston Municipal Airport Board Meeting Information Sheet

Board Workshop or Meeting Date: July 9 2025

Author: Jonathan P. LaBonte, Airport Director

Subject: Airport-owned Land Zoning Change Request

Information: Under Grant Assurance 21, both Airport Sponsors (cities of Auburn and Lewiston) commit to ensure safe and efficient operations by restricting land uses in the vicinity that could interfere with flights or create hazards. Airport sponsors must take appropriate action, including the adoption of zoning laws, to restrict the use of adjacent land to activities compatible with airport operations. This helps maintain clear approach and departure paths and minimize incompatible land uses. Residential development is considered incompatible with airport operations under Grant Assurance 21.

While overall zoning questions in the Part 77 surfaces on non-Airport owned land is a subject for discussion in Auburn's Comprehensive Plan Update, the Roundy Property (Tax Map 156 Lot 15) on Hotel Road and Constellation Drive is Airport-owned and currently zoned, in part, residential. In addition, the property at 185 Foster Road (Tax Map 107 Lot 011) is partially zoning residential as well. During an Airport Master Plan briefing with the FAA, it was noted by their staff that Airport-owned residentially zoned property was an issue that should be addressed in light of Grant Assurance 21.

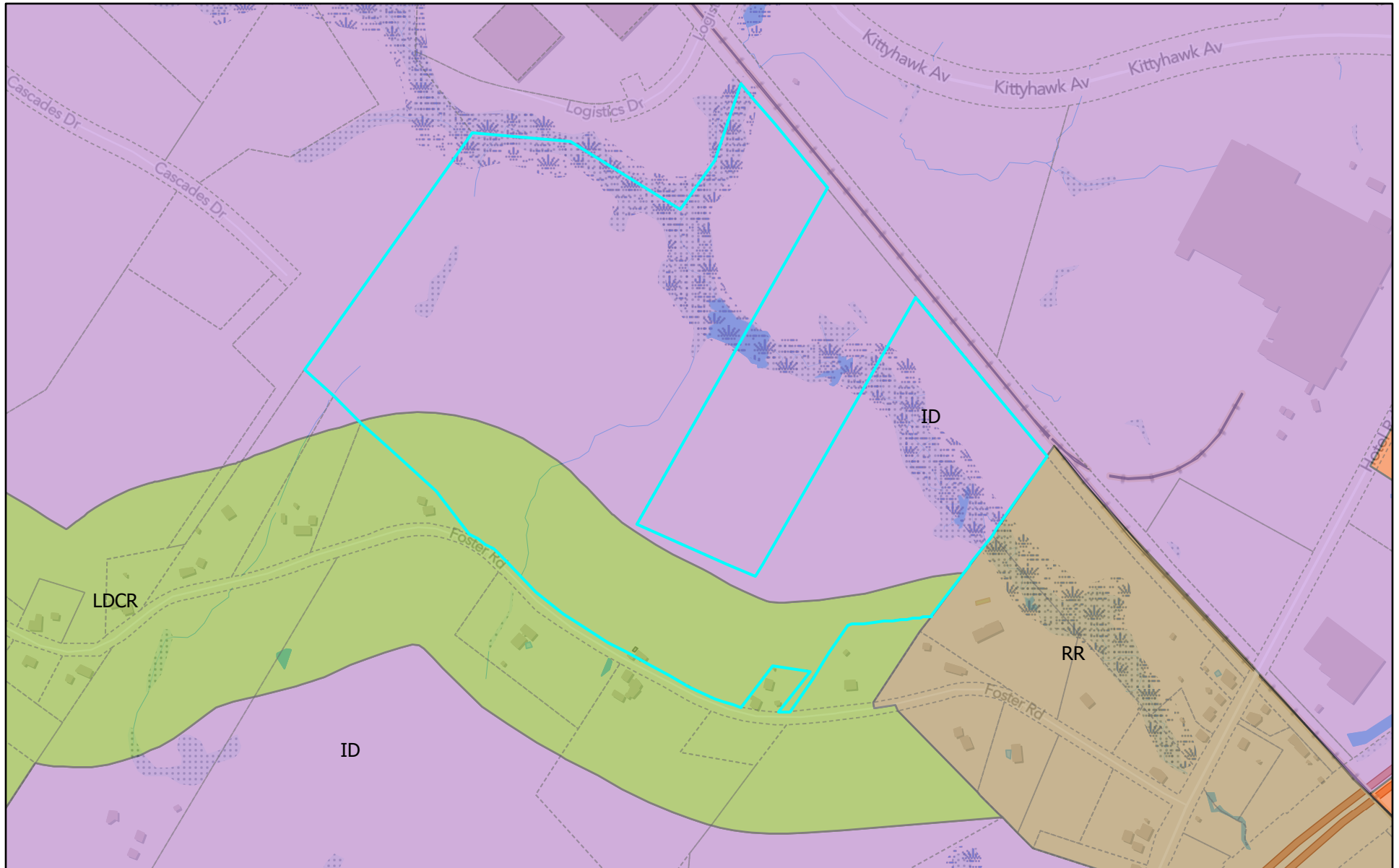
The City Council in Auburn may initiate zoning change requests to the Auburn Planning Board. This agenda item seeks action by the Board of Directors to direct me to submit a written memo to the Auburn City Council, highlighting the Grant Assurance 21 requires, and requesting that they initiate the zoning change for both parcels on our behalf.

Recommended Action: Approving the Order Directing the Airport Director to submit a zoning change request memo to the City of Auburn

Previous Meetings and History:

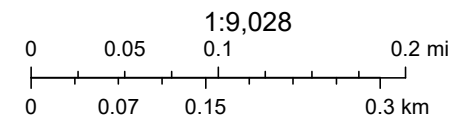
Attachments: Property Map Showing Roundy Property Zoning and Foster Road Property Zoning

Foster Road Property - Residential Zoning



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- Current Parcels _ Public
 Auburn Zoning
 GB - General Business
 ID - Industrial
 LDCR - Low Density Country Residential
 RR - Rural Residential
WETLANDS Wetlands

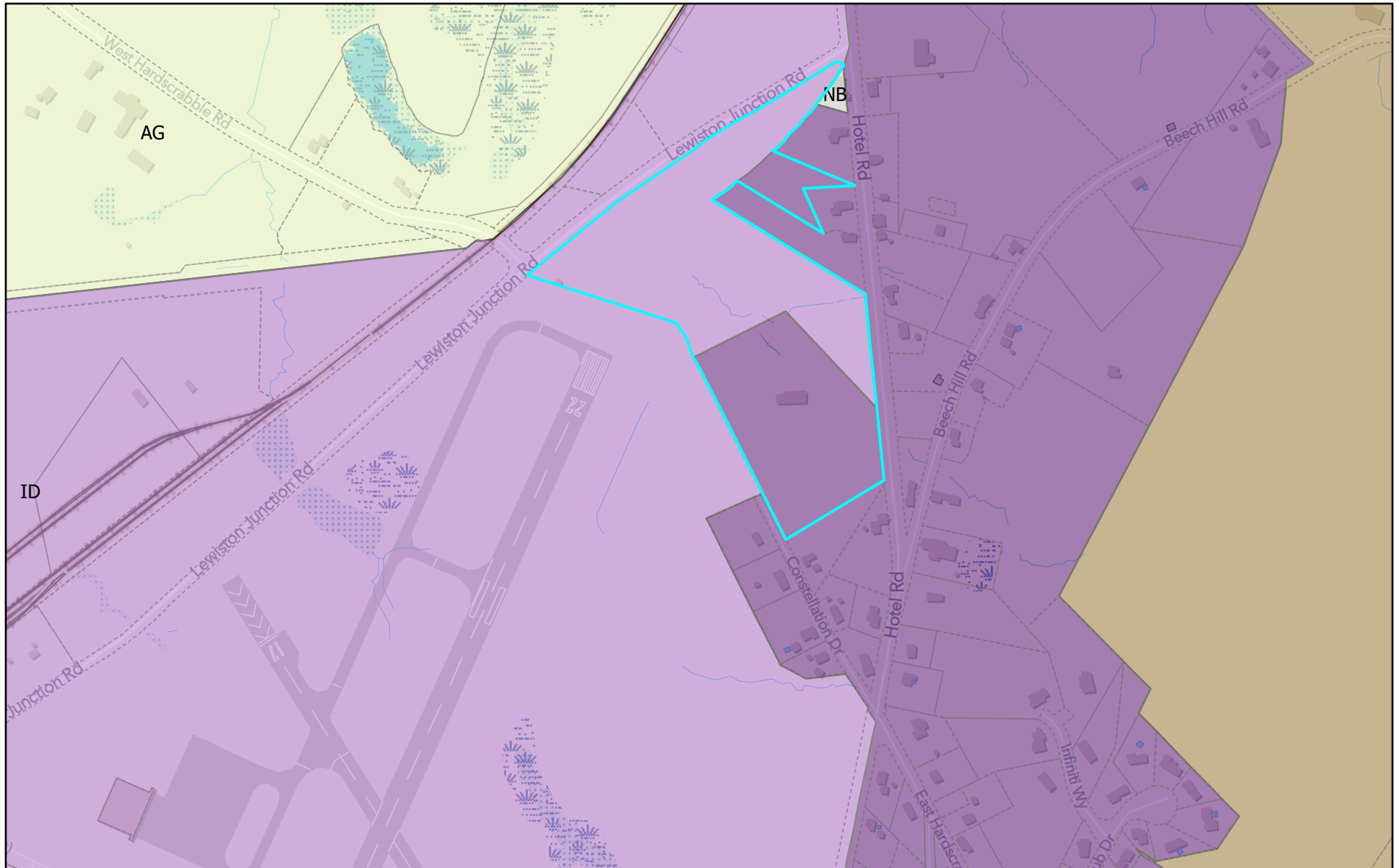


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Roundy Property - Residential Zoning



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Current Parcels _ Public

Auburn Zoning

AG - AGRICULTURE AND RESOURCE PROTECTION

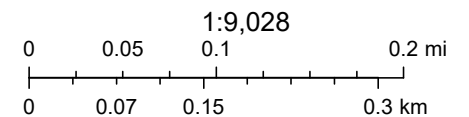
ID - Industrial

NB - Neighborhood Business

RR - Rural Residential

SR - Suburban Residential

Wetlands



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

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Auburn – Lewiston Municipal Airport Board Meeting Information Sheet

Board Workshop or Meeting Date: July 9 2025

Author: Jonathan P. LaBonte, Airport Director

Subject: Airport Courtesy Car Purchase

Information: The Airport converted the former Airport Manager's vehicle (2010 Ford Escape) into a mixed use vehicle for Operations/Flight Line Services and a Courtesy Vehicle. We have continued to hear feedback from customers and flight operations dispatchers about the challenge of securing last minute ground transportation here at the Airport. This has come up at our public Airport Master Plan Update meetings.

Given the significant financial hurdle to operate vehicles for rent, and no interest at present from private operators to base vehicles here for us to assist in renting, I am recommending that we secure a dedicated Courtesy Car by purchasing an FY2026 trade in vehicle from the Auburn Police Department. Over the last year, I have communicated with both cities public works departments about Airport interest in trade-in vehicles for potential purchase for this purpose.

According to Southern Maine Auto Auction which is where these city of Auburn vehicles are sold, they base the auction price for this 2021 Chevy Tahoe to be \$28,000 to \$29,000. While the vehicle has 101,319 miles, it has a newer engine, which was replaced at 46,380 miles. Chief Moen has agreed to sell the vehicle to the Airport for \$20,000 if we are interested in it. We would address any minor interior work under vehicle repairs in the operating budget.

Given the condition of the 2010 Ford Escape, having an additional vehicle for a Courtesy Car that could also transition to be a mixed-use Operations/Flight Line vehicle is a worthwhile investment. While we cannot charge for the use of these vehicles, as that would make us a rental operation from an insurance standpoint, the availability of a larger SUV should assist in last-minute bookings of private aircraft and support revenue growth on the FBO side of the operation.

The Airport Land Fund currently stands at \$772,488.22, with \$410,000 encumbered as part of the Fielding Properties Box Hangar Development. This makes \$362,488.22 currently uncommitted from projects.

Recommended Action: Approving the Order authorizing the expenditure of \$20,000 from the Airport Land Fund to purchase the City of Auburn Police Department 2021 Chevy Tahoe.

Previous Meetings and History:

Attachments:



Auburn – Lewiston Municipal Airport Board Meeting Information Sheet

Board Workshop or Meeting Date: July 9, 2025

Author: Jonathan P. LaBonte, Airport Director

Subject: Runway Variety Lease Assignment

Information: Runway Variety was sold in December of 2024 from T Brooks Holdings, LLC to Sarah's Runway Variety. The Airport had executed a lease with T Brooks Holdings for use of Airport land along Lewiston Junction Road for parking. The lease included conditions to delineate the leased area, designate an official curb opening, and remediate impacts on Airport property. In May, the Board approved assigning this lease to Sarah's Runway Variety, the new owner.

In reviewing the lease conditions and required separation of leased/unleased areas, the new owner expressed interest in leasing the entire, existing "impacted" area. As can be seen visually at the location, even without a lease, previous store owners have plowed and expanded gravel areas, leading to erosion on Airport property and degradation of the road edge on Lewiston Junction Road.

Given the lease requirements to physically separate the leased area from the non-leased area, and to secure a proper driveway opening permit and apron construction from the City of Auburn/MaineDOT, it would be more operationally efficient for the store owner to lease the impacted area. Since it is an area where no construction can occur given the approach/departure surfaces, a short-term use for parking is manageable.

Airport Financial Impacts: up to \$1,500 in annual rental income (and increase of up to \$750 annually)

Recommended Action: Authorizing the Airport Director to negotiate and execute a lease with Sarah's Runway Variety

Previous Meetings and History:

October 16, 2024 Board Meeting and Approval for Initial Lease, May 7, 2025 vote on lease assignment

Attachments:



Auburn – Lewiston Municipal Airport Board Meeting Information Sheet

Board Workshop or Meeting Date: July 9 2025

Author: Jonathan P. LaBonte, Airport Director

Subject: Board Orientation Process

Information: The Airport Board of Directors requested at the May meeting a compilation of Board governance documents to be compiled for review and distribution. They are included electronically in the board packet, but hard copy binders will be distributed at the board meeting. During the budget process, there was also a request made to both City Councils for a joint workshop to discuss the Airport and the two cities' federal obligations for its maintenance and operations, that could be an item for discussion as well.

The documents included:

1. Federal Aviation Administration (FAA) Grant Assurance Obligations
2. 1979 Interlocal Agreement with the 2007 Amendment adding seats for AVCOG and LAEGC
3. 1979 Articles of Incorporation, with the 1983 Amendment
4. Board of Directors By-laws, last amended in 2023
5. Airport Board of Directors Code of Conduct, as adopted in 2023
6. Industrial Airpark Tax Sharing Agreements (Original from 1979, 1989 Amendment, and 1997 Amendment)
7. Industrial Airpark Protective Covenants

A high-level presentation of the content of these materials will be provided, with an opportunity for Board questions and general discussion.

Recommended Action: N/A

Previous Meetings and History:

Attachments:

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantaged Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for

residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for

certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. 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.
- i. 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.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of

race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction

management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, [current FAA Advisory Circulars for AIP projects](#) as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

INTERLOCAL AGREEMENT

This document was scanned from its original format. Errors may have occurred during the scanning process. The original document is on file at the Auburn-Lewiston Airport.

This agreement is made and entered into by and between the Cities of Auburn and Lewiston, both political subdivisions of the State of Maine in accordance with the State of Maine Interlocal Cooperation statute (Chapter 115 Title 30A). As amended, this agreement supersedes agreements filed with the Office of Secretary of State in Volume 30, pp. 396-404, November 15, 1977 and in Volume 32, pp. 192-199, December 11, 1978.

ARTICLE I - PREAMBLE

Incorporation

Pursuant to Resolutions passed by the Auburn City Council November 6, 1978 and March 19, 1979 and Resolutions passed by the Lewiston Board of Mayor and Aldermen on November 1, 1970 and March 20, 1979; there is hereby created an independent corporate entity to be known as the "Auburn-Lewiston Municipal Airport", hereinafter called the "Airport Board" or "Board"; and pursuant to the State of Maine Non Profit Corporation Act 13-B MRSA para. 403, Articles of Incorporation shall be filed with the Secretary of State.

Purpose

The purpose of the Airport Board will be to operate, maintain and improve the Auburn-Lewiston Municipal Airport, hereinafter called the "Airport"; and to plan, acquire facilities for, construct and operate as may be necessary to provide optimum air transportation service for Auburn, Lewiston and the surrounding area. In addition, the purposes of the corporation shall be to foster, encourage, and assist the physical location, settlement, or resettlement of industrial, manufacturing, and other business enterprises at the Auburn-Lewiston Municipal Airport including the Airpark.

ARTICLE II - DELEGATION OF POWERS TO THE AIRPORT BOARD

The Cities of Auburn and Lewiston delegate or otherwise transfer to the Airport Board the management of the existing Auburn-Lewiston Municipal Airport, its property situated on the Hotel and Lewiston Junction Roads in Auburn, consisting of land and buildings, easements, fixtures, equipment and tools and all other property both real and personal which is a part of or used at the existing airport facility together with all leases, bank accounts, accounts receivable and all other intangible property previously administered by the Auburn-Lewiston Airport Committee.

Without limiting the generality of the foregoing, there is delegated the power to construct industrial and/or commercial buildings on any or all of the real property conveyed to the Cities of Lewiston and Auburn by Deeds of the United States of America dated December 18, 1947 and December 15, 1948 in book 611, page 459 and book 621, page 627 respectively, and to execute mortgages to secure all or part of the construction costs thereof provided, however, that any such mortgage shall first be approved by the Cities of Lewiston and Auburn.

*SETS
BOUNDARIES*

*ABILITY TO
MORTGAGE*

ARTICLE III - AIRPORT BOARD ORGANIZATIONAL STRUCTURE

Board of Directors

Section 1. Membership

The Board will consist of seven members. The Finance Director of Lewiston and the City Manager of the City of Auburn or their designated representatives will be members of the Board by virtue of their respective offices. A third member of the Board shall be a Councilor of the City of Lewiston and shall be nominated by the Mayor and confirmed by the Lewiston City Council at their first regular meeting. A fourth member of the Board shall be a Councilor of the City of Auburn and shall be nominated by the Mayor and confirmed by the Auburn City Council at their first regular meeting. A fifth member of the Board will be a resident of the City of Auburn and will be appointed by the Auburn City Council. The sixth member of the Board will be a resident of the City of Lewiston and will be appointed by the Lewiston City Council. The seventh member of the Board shall be nominated by the Chamber of Commerce and will be elected by the above six members. The seventh member shall be a resident of Auburn or Lewiston, but will not hold any public municipal office or be a member of any municipal board or committee. After the first election of the seventh member, that member thereafter will be a resident of the alternate city of the previous seventh member. If the six are unable to agree upon the naming of a seventh member to the Board, any Justice of the Superior Court or Supreme Judicial Court will, on petition of any three members, select the seventh member of the Board. In the event the Lewiston Finance Director or the Auburn City Manager shall die, become incapacitated, resign or is discharged from said offices, their respective City Council shall appoint a member to the Board and such member shall serve only until the respective offices are filled.

The third and fourth members of the Board shall only serve while a Councilor of the City of Lewiston and a Councilor of the City of Auburn, respectfully. In the event that either of said additional members and the fifth, sixth or seventh members shall cease to be residents of their respective Cities or should die, become incapacitated, resign from the Board or are discharged from membership, a successor shall be appointed in the same manner as indicated above to serve out the remainder of his term.

By a majority vote of four members, formal written notice may be given by the Board to the appointing authority of any member of the Board requesting the removal of said member. The decision of the appointing authority shall be binding.

Members of the Board will serve without compensation but may be reimbursed for their actual expenses incurred in the performance of their duties upon approval of the Board.

Section 2. Terms of Office (After Initial Appointments) **AMENDED**

Lewiston Finance Director - By virtue of the office.

Auburn City Manager - By virtue of the office.

Lewiston Councilor - While a Councilor of the City of Lewiston.

Auburn Councilor - While a Councilor of the City of Auburn.

Fifth Member (Auburn Resident) - Three year term.

Sixth Member (Lewiston Resident) - Three year term.

Seventh Member (Alternating Resident) - Three year term.

Election of Officers

The Directors will annually elect a Chairperson, Vice-Chair, Treasurer, Secretary and such other officers as it may establish in its By-Laws. All Officers of the Board shall be elected annually by ballot of the members of the Board and shall hold office until their successors are chosen and qualified. The Secretary need not be a member of the Board.

The duties of the Chairperson and other officers will be those established in the By-Laws of the Airport Board; and in addition, such duties as may from time to time be prescribed by the Board of Directors and shall otherwise be those duties usually appertaining to their offices. The Treasurer will furnish to the Board a bond, payable to the Airport, issued by a surety company authorized to transact business with the State and satisfactory to the Board of Directors in such sum as the Directors may prescribe and conditioned upon the faithful performance of his duties.

The Directors may appoint an Airport Director on a full-time basis to direct the general administration of the Airport and Industrial Park. The Directors may also, on their own initiative or upon recommendation of the Airport Director, employ such engineers and experts, agents, officers, clerks, and other employees, as it deems necessary for the proper operation and administration of the Airport and may prescribe their duties and compensation.

ARTICLE IV - GENERAL ADMINISTRATION

Fiscal Year, Rates and Charges

The Board of Directors will adopt a fiscal year and will adopt and may thereafter amend by-laws for the conduct of the affairs of the Board. The Directors will also establish a schedule of reasonable rates for the use of the landing area, ramps and other Airport facilities. In fixing such rates, the Directors will take into account the total capital investment of the Airport Board and the Cities of Auburn and Lewiston, the expense of properly maintaining the Airport facilities and the nature, frequency and extent of the use of the Airport facilities which the tenant or licensee propose to make.

Office of the Airport

The Directors will establish an office at the Airport, at which their business may be conducted and in which maps, plans, records and other papers relating to the operation of the Airport will be kept, but the Directors may vote to hold their meetings at either the Lewiston City Building, the Auburn City Building or the Airport. The Directors will, at all times, keep full and accurate accounts of receipts, expenditures, liabilities and assets which will at all reasonable times be open to inspection.

Annual Report - Financial Statement

The Airport Board will make an annual report of its activities and submit audited financial statements for the preceding fiscal year to the Mayor and Council of the City of Auburn and the Mayor and Council of the City of Lewiston.

Seal

NEEDS Amending

The Airport Board will have a seal consisting of a circular die bearing the words "Auburn-Lewiston Municipal Airport - 1978" which may be used whenever deemed advisable by the Board of Directors on papers and documents issued or executed by it or its officers or employees on its behalf.

Estimating Annual Expenses and Revenues

The Board will annually prepare a budget for its next fiscal year itemizing expenses of operations, maintenance and repairs, costs of contemplated capital improvements and payments of principal and interest on fixed indebtedness and other borrowings. The budget will also include such other details as to present assets, surplus, accounts receivable, expenses and liabilities as the Board shall deem advisable and as the Cities of Lewiston and Auburn may reasonably require. The Board will also estimate the anticipated revenues of the Board for the forth-coming fiscal year to be derived from rentals of buildings and equipment, fees charged for the use of the Airport facilities, sale of surplus property and any other source.

City Contribution

In any year in which the anticipated expenses of the Airport Board exceed anticipated revenues, the Directors shall give notice of the estimated net deficit to the Cities of Lewiston and Auburn in time for inclusion in their respective budgets for the next fiscal year. The Cities agree to meet jointly prior to May 20th to review the Airport Board's budget. Each City will include 50% of the estimated deficit in the budget as finally approved in its own budget for the coming fiscal year and will make provisions through assessment of taxes or otherwise to obtain sufficient revenues to pay the same. If the Cities are unable to agree on a budget, each City will include in its respective budget for the coming fiscal year an amount equal to the sum appropriated to the Airport's budget for the previous year.

*NO
REDUCTIONS
TO DEFICIT*

ARTICLE VI - GENERAL PROVISIONS REGARDING BOKKOWING

Issuance of Notes

The Airport Board is authorized to issue, from time to time, its temporary notes and renewal notes in anticipation of revenues. The aggregate amount of such temporary notes shall not exceed the total of anticipated revenues for the fiscal year in which the temporary notes are to be issued, and any such temporary notes will be payable during such fiscal year. If the budget for the existing fiscal year has not yet been approved, the aggregate amount of such temporary notes shall not exceed the revenues budgeted for the previous fiscal year.

*MAY ISSUE
BONDS*

Appeal Process

In the event of default in the payment of any such notes, the Airport Board will be entitled to exercise the remedies provided by the Revised Statutes of 1964, Title 30, Section 5053, and any amendments thereto in collecting the same.

ARTICLE VII - CONTRACTS

The Airport Board is authorized to enter binding contracts with other persons, corporations and governmental bodies or agencies thereof, including contracts to lease the use of land, buildings or other Airport facilities presently existing or to be constructed for the purposes set forth in Article I upon such terms as the Directors

shall approve. The Airport Board may also negotiate for, receive and use grants and loans from any governmental body or agency which are available for use in the furtherance of any of the purposes of the Airport Board. The Auburn-Lewiston Airport shall continue to be a "municipal airport" for the purposes of state statutes regarding state aid for airport construction, extension and improvement and the Airport Board shall receive such state aid to which the Cities of Lewiston and Auburn acting jointly would have been entitled.

ARTICLE VIII - DISPOSAL OF SURPLUS PROPERTY

When the Directors determine that any of the Airport Board's real or personal property or interests therein are no longer necessary to the accomplishment of the purposes of the Airport, it may dispose of the same, subject to any restrictions which may be imposed by the Federal Government or its regulatory agencies having administrative jurisdiction over the Airport Board's operation, upon such terms as it considers advisable. Any proposed disposal of real estate or personal property having a value in excess of One Thousand Dollars (\$1,000.00) shall be first approved by the Lewiston and Auburn City Councils.

ARTICLE IX - ACQUISITION OF PROPERTY & RIGHT OF EMINENT DOMAIN

Acquisition of Property

The Airport Board may acquire by purchase, lease, gift, or in any other manner such real and personal property, easements, air rights and property rights, whether or not located in Auburn, as may be necessary or convenient to the accomplishment of its purposes, provided that the purchase of any such personal property that is in excess of the sum of Five Hundred (\$500.00) Dollars shall be made only after public advertising giving notice thereof and the submission of competitive bids therefore. The Airport is authorized to extend its runways and related facilities over or across the public highways of the City of Auburn where alternative means of access are or can be made available to persons served by the highway and where such construction would not unduly interfere with some other existing public purpose of the City or State.

Crossing Public Utilities

The Board of Directors is authorized to recommend to both the Lewiston City Council and the Auburn City Council the taking by eminent domain of any part of the right-of-way or facilities of the Lewiston and Auburn Railroad Company, including the interest of any person or company who may then be leasing the same, where such action is reasonably necessary to the accomplishment of the purposes of the Airport Board. Where it is otherwise proposed that the runways or other installations of the Airport shall cross or otherwise interfere with property or service of a public utility and where consent of the utility to such crossing is refused, application shall be made to the Public Utilities Commission to determine the place, manner of crossing and the conditions upon which the same is made. Such runway or other installation interfering with the property or service of the public utility shall thereafter be constructed only to the extent permitted by and subject to conditions imposed by the Public Utilities Commission and such work shall be performed under its supervision.

Procedure in Eminent Domain Proceedings

The Airport Board may exercise the power of eminent domain in the names of the Cities of Auburn and Lewiston in the manner provided by 6 MSRA, Section 122 to acquire property required for expansion of or proper operation of the Airport after first obtaining the consent of the Lewiston and Auburn City Councils.

ARTICLE X - PROPERTY TAX EXEMPT

The real and personal property rights of the Airport Board will be exempt from taxation.

ARTICLE XI - RULES AND REGULATIONS

The Board of Directors shall adopt and publish rules and regulations governing the use of the Airport and related facilities.

Violation

Any. violation of those regulations which require compliance with standards of safe conduct by persons and corporations using the Airport and its related facilities shall constitute a misdemeanor punishable by a fine of up to One Hundred (\$100.00) Dollars.

Enforcement

The access ways, landing areas, taxiways, ramps, terminal and other parts of the Airport, used in common by persons operating aircraft or other motor vehicles, passengers or guests at the Airport are declared to be public areas with respect to which the regulatory provisions of the Maine Revised Statutes and the Ordinances of the City of Auburn are also applicable.

ARTICLE XII - TERMINATION AND MODIFICATION

The Airport Board will remain in existence for an indefinite term and until terminated by majority vote of the Auburn City Council and a majority vote of the Lewiston City Council. This agreement may also be modified by a majority vote of the Auburn City Council and by a majority vote of the Lewiston City Council. In the event that either municipal body shall vote to modify or terminate this agreement, notice in writing shall immediately be given to the Board of Directors and to the City not initiating the action. In case of decision to terminate, the Board of Directors shall within seven (7) days meet and vote as may be necessary to accomplish the same and the management and control of all of the operations and facilities of the Airport shall be returned to the Cities of Auburn and Lewiston. When both the Auburn City Council and Lewiston City Council have voted to modify this agreement, the Board of Directors shall promptly take such action including amending the articles of incorporation as may be necessary to carry out the terms of the amendment.

In the event that the Airport Board is dissolved, the Cities of Auburn and Lewiston agree to share equally the lifetime contingent liability associated with the Maine State Retirement Plan in which the Board may have elected to participate as an independent local district.

Witness page is on file at the Auburn Lewiston Municipal Airport.

AMENDMENT

December 6, 2007

ARTICLE III - AIRPORT BOARD ORGANIZATIONAL STRUCTURE

Board of Directors

Section 1. Membership

The Board will consist of *nine* members. The Finance Director of Lewiston and the City Manager of the City of Auburn or their designated representatives will be members of the Board by virtue of their respective offices. A third member of the Board shall be a Councilor of the City of Lewiston and shall be nominated by the Mayor and confirmed by the Lewiston City Council at their first regular meeting. A fourth member of the Board shall be a Councilor of the City of Auburn and shall be nominated by the Mayor and confirmed by the Auburn City Council at their first regular meeting. A fifth member of the Board will be a resident of the City of Auburn and will be appointed by the Auburn City Council. The sixth member of the Board will be a resident of the City of Lewiston and will be appointed by the Lewiston City Council. The seventh member of the Board shall be nominated by the Chamber of Commerce and will be elected by the above six members. The seventh member shall be a resident of Auburn or Lewiston, but will not hold any public municipal office or be a member of any municipal board or committee. *The eighth member of the board shall be an employee representative of the Androscoggin Valley council of governments. The ninth member would be a employee representative of the Lewiston Auburn Economic Growth Council.* After the first election of the seventh member, that member thereafter will be a resident of the alternate city of the previous seventh member. If the eight other members are unable to agree upon the naming of a seventh member to the Board, any Justice of the Superior Court or Supreme Judicial Court will, on petition of any *five* members, select the seventh member of the Board. In the event the Lewiston Finance Director or the Auburn City Manager shall die, become incapacitated, resign or is discharged from said offices, their respective City Council shall appoint a member to the Board and such member shall serve only until the respective offices are filled.

The third and fourth members of the Board shall only serve while a Councilor of the City of Lewiston and a Councilor of the City of Auburn, respectfully. In the event that either of said additional members and the fifth, sixth, seventh, members shall cease to be residents of their respective Cities or should die, become incapacitated, resign from the Board or are discharged from membership, a successor shall be appointed in the same manner as indicated above to serve out the remainder of his term.

In the event the employee representative of the Androscoggin Valley Council of Governments or the Employee representative of the Lewiston Auburn Economic Growth Council shall die, become incapacitated, resign or is discharged from said offices, their respective agency director shall appoint a member to the Board and such member shall serve only until the respective offices are filled.

By a majority vote of five members, formal written notice may be given by the Board to the appointing authority of any member of the Board requesting the removal of said member. The decision of the appointing authority shall be binding.

Members of the Board will serve without compensation but may be reimbursed for their actual expenses incurred in the performance of their duties upon approval of the Board.

Section 2. Terms of Office (After Initial Appointments)

Lewiston Finance Director - By virtue of the office.

Auburn City Manager - By virtue of the office.

Lewiston Councilor - While a Councilor of the City of Lewiston.

Auburn Councilor - While a Councilor of the City of Auburn.

Fifth Member (Auburn Resident) - Three-year term.

Sixth Member (Lewiston Resident) - Three-year term.

Seventh Member (Alternating Resident) - Three-year term.

Eighth Member (AVCOG) - By virtue of position

Ninth Member (LAEGC) - By virtue of position

For Use By The
Secretary of State

NON PROFIT CORPORATION

STATE OF MAINE

ARTICLES OF INCORPORATION

OF

AUBURN-LEWISTON MUNICIPAL AIRPORT

(insert corporate name)

MAINE
SECRETARY OF STATE
FILED

April 6, 1979

File No. 79ND302

Fee Paid \$20.00

C. B. -----

Date 4-13-79

Secretary of State
AGENT

A true copy of:

AGENT

Pursuant to 13-B MRSA §403, the undersigned, acting as incorporator(s) of a corporation, adopt(s) the following Articles of Incorporation:

FIRST: The name of the corporation is Auburn-Lewiston Municipal Airport

SECOND: The corporation is organized for all purposes permitted under Title 13-B, MRSA, or, if not for all such purposes, then for the following purpose or purposes:

To operate, maintain and improve the Auburn-Lewiston Airport and to plan, acquire facilities for, construct, and operate the same as may be necessary to provide optimum air transportation service for Auburn, Lewiston, and the surrounding area.

THIRD: The name of its Registered Agent and address of registered office: (The Registered Agent must be a Maine resident, whose business office is identical with the registered office of a corporation, domestic or foreign, profit or nonprofit, having an office identical with such registered office.)

Name Duane M. Stinchfield, Airport Manager

Street & Number Terminal Building, R-4, Box 101B

City Auburn, Maine 04210
(zip code)

FOURTH: The number of directors (not less than 3) constituting the initial board of directors of the corporation, if they have been designated or elected is seven.

The minimum number of directors (not less than 3) shall be _____ and the maximum number of directors shall be _____.

FIFTH: Members: ("X" one box only)

☒ There shall be no members.

☐ There shall be one or more classes of members, and the information required by §402 is as follows:

... corporation, and distribution of assets on dissolution or final liquidation:

... affairs of the

The corporation shall be operated in accordance with both the spirit and the letter of the provisions of a certain interlocal agreement between the Cities of Lewiston and Auburn delegating certain powers to the corporation in the management of the Auburn-Lewiston Municipal Airport. Neither this certificate nor the interlocal agreement shall be amended except by joint consent of the Cities of Lewiston and Auburn. No director shall be removed from office without the consent of the governing body of the city from which he was appointed.

Dated: APRIL 5, 1979

INCORPORATORS

ADDRESSES

Kenneth P. Wolf
(signature)
Kenneth P. Wolf
(type or print name)
Lucien B. Gosselin
(signature)
Lucien B. Gosselin
(type or print name)
Charles A. Morrison
(signature)
Charles A. Morrison
(type or print name)
Walter A. Stred
(signature)
Walter A. Stred
(type or print name)
Roger Labrie
(signature)
Roger Labrie
(type or print name)
Ronald F. Barriault
(signature)
Ronald F. Barriault
(type or print name)
Denis Latulippe
(signature)
Denis Latulippe
(type or print name)

Street 20 Brentwood Ave.
Lewiston, Maine 04240
(city, state and zip code)
Street City Building
Lewiston, Maine 04240
(city, state and zip code)
Street City Building
Auburn, Maine 04210
(city, state and zip code)
Street 60 Boulder Drive
Auburn, Maine 04210
(city, state and zip code)
Street 18 Charles Street
Auburn, Maine 04210
(city, state and zip code)
Street R.F.D. 3 Webster Road
Lewiston, Maine 04240
(city, state and zip code)
Street 5 Brown Street
Lewiston, Maine 04240
(city, state and zip code)

NONPROFIT CORPORATION

For Use By The Secretary of State
FILED

August 4, 19 83

Carol E. Hanks

Deputy Secretary of State

A True Copy When Attested
By Signature

R. Evelyn Grover

Deputy Secretary of State

File No. ... 790302ND..

Fee Paid ... \$10.00...

C. B. 139.....

Date .. 8-5-83..

4

STATE OF MAINE

ARTICLES OF AMENDMENT

Pursuant to 13-B MRSA §§802 and 803, the undersigned corporation executes and delivers for filing the following Articles of Amendment:

FIRST: STATE NATURE OF CHANGE (e.g. "New Section", "Deletion of Words", "Revision of Article 3") as well as TEXT of Amendment. Use back of form if necessary.

To amend the Airport's Articles of Incorporation by deleting an amendment adopted by the Directors on December 22, 1980 and adopting in place thereof the following:

In addition, the purposes of the corporation shall be to foster, encourage and assist the physical location, settlement, or resettlement of industrial, manufacturing, and other business enterprises at the Auburn-Lewiston Municipal Airport including the Airpark.

SECOND: This amendment was adopted on June 20, 1983, as follows: ("X" one box only)

- ☒ a. By the members at a meeting at which a quorum was present and the amendment received at least a majority of the votes which members were entitled to cast.
- ☐ b. (If the Articles require more than a majority vote.) By the members at a meeting at which the amendment received at least the percentage of votes required by the Articles of Incorporation.
- ☐ c. By the written consent of all members entitled to vote with respect thereto.
- ☐ d. (If no members, or none entitled to vote thereon.) By majority vote of the board of directors.

THIRD: Address of the registered office in Maine: Terminal Building, R-4, Auburn, Maine 04210
(street, city and zip code)MUST BE COMPLETED FOR VOTE OF
MEMBERS

I certify that I have custody of the minutes showing the above action by the members.

Jeffrey A. Gongoll
(signature of clerk, secretary or asst. secretary)Auburn-Lewiston Municipal Airport
(Name of Corporation, Typed or Printed)

By*

Jeffrey A. Gongoll
(signature)

Jeffrey A. Gongoll Clerk

(type or print name and capacity)

By*

(signature)

Dated: August 2, 1983

(type or print name and capacity)

*This document MUST be signed by (1) the Clerk or Secretary OR (2) the President or a vice-president AND the Secretary or an assistant secretary, or such other officer as the bylaws may designate as a 2nd certifying officer OR (3) if no such officers, then a majority of the directors or such directors designated by a majority of directors then in office OR (4) if no directors, then the members or such of them designated by the members at a lawful meeting.

Filing Fee (See Sec. 1401)

NONPROFIT CORPORATION

For Use By The
Secretary of State

File No. 790302ND

Fee Paid \$5.00

C. B. 140

Date 8-5-83

4

STATE OF MAINE

ARTICLES OF AMENDMENT

Pursuant to 13-B MRSA §§802 and 803, the undersigned corporation executes and delivers for filing the following Articles of Amendment:

For Use By The Secretary of State
FILED

August 4, 19 83

Carol E. Hanks

Deputy Secretary of State

A True Copy When Attested
By Signature

L. Evelyn Grover

Deputy Secretary of State

FIRST: STATE NATURE OF CHANGE (e.g. "New Section", "Deletion of Words", "Revision of Article 3") as well as TEXT of Amendment. Use back of form if necessary.

To amend the Articles of Incorporation of the Airport by adding to paragraph Six at the end thereof the following additional paragraph:

The corporation shall work with the municipal governments of the Cities of Auburn and Lewiston, Maine, to develop one or more community industrial speculative buildings at/or near the Auburn-Lewiston Airport in Auburn, Maine, and to that end, shall seek funding and assistance from the Maine Guarantee Authority as provided in Chapter 102 of Title 10 of the Maine Revised Statutes as amended.

SECOND: This amendment was adopted on June 20, 19 83, as follows: ("X" one box only)

- ☒ a. By the members at a meeting at which a quorum was present and the amendment received at least a majority of the votes which members were entitled to cast.
- ☐ b. (If the Articles require more than a majority vote.) By the members at a meeting at which the amendment received at least the percentage of votes required by the Articles of Incorporation.
- ☐ c. By the written consent of all members entitled to vote with respect thereto.
- ☐ d. (If no members, or none entitled to vote thereon.) By majority vote of the board of directors.

THIRD: Address of the registered office in Maine: Terminal Building, R-4 Auburn, Maine 04210
(street, city and zip code)

MUST BE COMPLETED FOR VOTE OF
MEMBERS

I certify that I have custody of the minutes showing the above action by the members.

Jeffrey A. Gongoll
(signature of clerk, secretary or asst. secretary)

Auburn-Lewiston Municipal Airport

(Name of Corporation - Typed or Printed)

By*

Jeffrey A. Gongoll
(signature)

Jeffrey A. Gongoll Clerk

(type or print name and capacity)

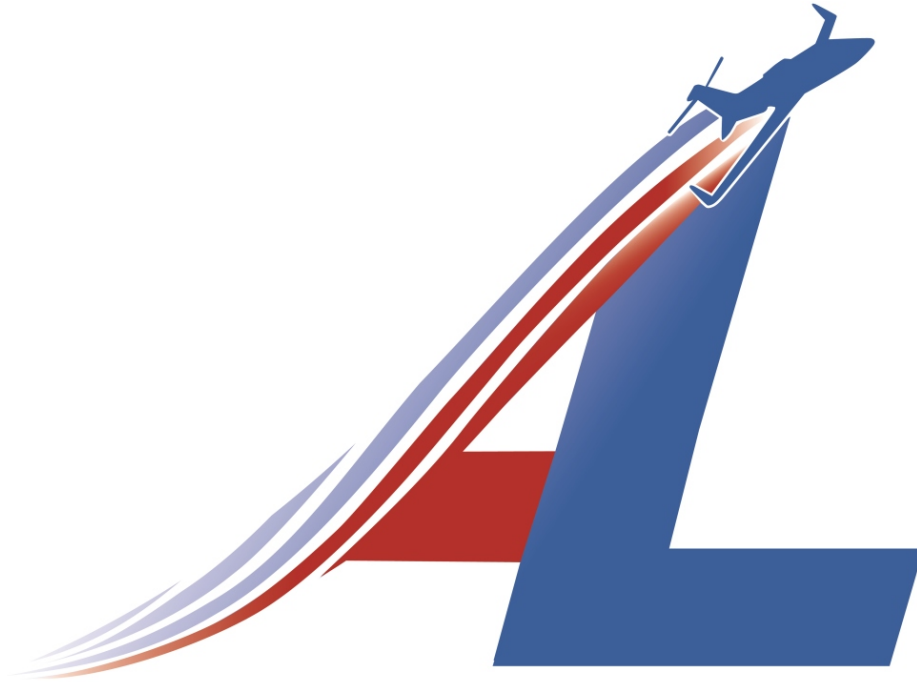
By*

(signature)

Dated: August 2, 1983

(type or print name and capacity)

*This document MUST be signed by (1) the Clerk or Secretary OR (2) the President or a vice-president AND the Secretary or an assistant secretary, or such other officer as the bylaws may designate as a 2nd certifying officer OR (3) if no such officers, then a majority of the directors or such directors designated by a majority of directors then in office OR (4) if no directors, then the members or such of them designated by the members at a lawful meeting.



BY - LAWS
OF THE
AUBURN-LEWISTON AIRPORT
BOARD OF DIRECTORS

Revised and Approved
on 6/22/90.
Revised and Approved
on 12/7/00.
Revised and Approved
On 2/2/23

**BY-LAWS
OF THE
BOARD OF DIRECTORS
AUBURN-LEWISTON AIRPORT**

ARTICLE I PREAMBLE

Section 1. Name

The name of the board is the Auburn-Lewiston Municipal Airport Board of Directors (hereinafter referred to as Board).

Section 2. Scope

These By-Laws are intended to augment the Interlocal Agreement by addressing items not fully covered there.

Section 3. Purpose

The purpose of this Board will be to:

- a. Operate and maintain the Auburn-Lewiston Municipal Airport.
- b. Conduct strategic planning and implement projects and improvements necessary to maintain and improve the infrastructure of the airport to provide for continued access by the cities of Auburn and Lewiston as well as the surrounding communities to the national airspace system.
- c. Encourage the economic growth of the airport by attracting new businesses to the airport and surrounding airpark(s).
- d. Develop policies that encourage the economic self-sufficiency of the airport.

Specifically, the purpose of this Board is

- a. to stimulate aeronautical development and expansion at the Auburn-Lewiston Municipal Airport, as appropriate to users' needs and the needs of the cities of Auburn and Lewiston as well as those of the area communities, through defining and setting into motion policies, projects, and programs that will increase airport viability and result in increased airport and community growth.
- b. To manage the existing Auburn-Lewiston Municipal Airport, its primary property being situated on the Hotel and Lewiston Junction Roads, Auburn, consisting of land and buildings, easements, fixtures, equipment and tools, and all other property both real and personal which is part of or used at the existing airport facility together with all leases, bank accounts, accounts receivable, and all other intangible property.



Section 4. Intentions

It is the intention of the Board to seek assistance from federal, state and local government as well as the private sector in the forms of grants, loans, and any other available assistance to carry out the goals of this Board. The Board will seek laws, ordinances, codes, and so forth, at local, state and national levels to further the growth and development of the Auburn-Lewiston Municipal Airport. The Board shall endeavor to assist and influence both the public and private sectors of the cities of Auburn and Lewiston as well as surrounding communities, as it may be appropriate to furthering the purposes of the Board.

Section 5. Principal Officers

The Officers shall be a Chairperson, a Vice Chairperson, and a Treasurer. The Chairperson, Vice Chairperson, and Treasurer must be Board Members and shall be elected by the Board. The Board's Secretary shall be the airport manager, unless otherwise elected by the Board.

ARTICLE II. AUBURN-LEWISTON AIRPORT BOARD OF DIRECTORS

Section 1. Membership

(See Interlocal Agreement. The structure is explained in Article III therein.)

Section 2. Officers

a. Chairperson

The Chairperson shall have the general control and management of the Board, subject to any specific power delegated by the Board and shall preside at all meetings of the Board. The Chairperson shall be allowed to vote on all matters. S/he shall perform such other duties as may be prescribed by the Board from time to time, and shall execute all deeds, leases, bonds, mortgages, and all other contracts and papers of which this Board is a party under the seal of the Board or airport.

b. Vice Chairperson

The Vice Chairperson shall assist the Chairperson in carrying out the latter's duties. Additionally, the Vice Chairperson shall preside at Board meetings in the Chairperson's absence and assumes the responsibilities of the Chairperson in the Chairperson's absence.

c. Treasurer

The Treasurer shall review the financial condition of the Airport and report to the Board on a regular basis.



d. Secretary

The Secretary shall keep a faithful record of all meetings of the Board and send proper notices of the meetings of said Board and generally perform those duties as may be required by the Chairperson and Board Members.

Section 3. Removal of Officers from Office

A two-thirds majority vote of the total Board membership shall be required for removal from office.

ARTICLE III. MEETINGS

Section 1. Regular Meetings

Regular meetings of the Board shall be held on a monthly basis at a time and public place previously designated by the Board. Voting may only be in person with no written proxy permitted. Notices of a regular meeting shall be sent by the Secretary to each Board Member at least five days before such meetings. Each member is required 66% attendance (i.e., attend 8 out of 12 concurrent meetings) unless excused by the Chair. Failure to meet required meetings may result in dismissal.

Section 2. Special Meetings

Special meetings of the Board can be called by the Chairperson or simple majority of the total Board membership upon reasonable notice to all members to administer the affairs of the Board.

Section 3. Proceedings

All meetings shall be conducted in accordance with Robert's Rules of Order and the Articles of the Maine State "Right to Know" Law Title 1, Section 401, and following.

Section 4. Quorum

A majority of the incumbent members, not counting vacancies, shall constitute a quorum for conducting business. Directors present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of directors to leave less than a quorum.

Section 5. Board of Directors

All motions must be passed by a simple majority of the total Board membership in order to constitute action.



ARTICLE IV. ADMINISTRATION

Section 1. Fiscal Year

The fiscal year of the Board shall begin on the first day of July in each year and end at midnight on the thirtieth day of June in the following year.

Section 2. Estimating Annual Expenses and Revenues

The Board will annually prepare a budget for its next fiscal year itemizing expenses of operations, maintenance and repairs, costs of contemplated capital improvements and payments of principal and interest on fixed indebtedness and other borrowing. The budget will also include such other details as to present assets, surplus, accounts receivable, expenses, and liabilities as the Board shall deem advisable and as the cities of Auburn and Lewiston may reasonably require. The Board will also estimate the anticipated revenues of the Board for the forthcoming fiscal year to be derived from rentals of buildings and equipment, fees charged for the use of the airport facilities, sale of surplus property, and any other source(s).

Section 3. Notice of Apportionment

In any year which the airport's anticipated expenses exceed anticipated revenues, the Board shall give notice of apportionment to the cities of Auburn and Lewiston. Such notice of apportionment will be submitted to each city in time for inclusion in their respective budgets for their next fiscal year.

ARTICLE V. COMMITTEES

The Chairperson may from time to time appoint committees composed of Board Members and other, whenever deemed necessary or desirable in carrying out the business of the Board.

ARTICLE VI. AMENDMENTS

The foregoing By-Laws may be amended at any regular or special meeting of the Board by a vote of a simple majority of the total Board membership.

END OF BY-LAWS



**Auburn Lewiston Municipal Airport
Board of Directors - CODE OF CONDUCT**

All members of the Auburn Lewiston Municipal Airport Board of Directors agree to adhere to the following Code of Conduct during their appointed terms of office.

- As a board member, I will always treat a fellow member with the same level of respect I would expect to receive in return, and will always address citizens, employees, tenants, and contractors at the airport with the same level of respect.
- As a board member, I will not make accusatory or disparaging remarks, in or out of board meetings, toward a citizen, employee, tenant, contractor, or fellow board member. Any instances involving such remarks will be addressed directly to the Airport Manager or Board Chair for investigation and action if necessary.
- As a board member, I understand that as an individual, I have no legal authority outside of board meetings. I commit to conduct relationships with citizens, employees, tenants, and contractors based on that fact.
- As a board member, I will support decisions and legal actions once they are made by the majority of the board. I recognize this does not limit my First Amendment rights.
- As a board member, I will not criticize employees or board members publicly but will make such criticism to the Airport Manager or Board Chair for investigation and action if necessary.
- As a board member, I will not disclose information received or statements made in executive session.
- As a board member, I recognize that all electronic transmittals sent or received in the performance of my duties as a board member are subject to Maine's Freedom of Access Act. I will not redistribute information received to anyone outside members of the board, without the prior approval of the Airport Manager or Board Chair.
- As a board member, I will endeavor at all times to work for the benefit of the Auburn Lewiston Municipal Airport on behalf of its sponsors, the Cities of Auburn and Lewiston.

Signed this ____ day of _____, _____.

Signature

Print Name

Agreement

Development of Auburn-Lewiston Industrial Air Park

Whereas, Section 1951 of Chapter 203 of Title 30 M.R.S.A. permits municipalities to make the most efficient use of their powers by enabling them to cooperate with other municipalities on the basis of mutual advantage; and

Whereas, Section 4996 of Chapter 240-B of Title 30 of M.R.S.A. permits two or more communities to provide for orderly development by sharing of their tax base; and

Whereas, the Cities of Lewiston and Auburn and the Auburn-Lewiston Airport Board of Directors wish to cooperate and participate jointly in the development of the industrial air park located at the Auburn-Lewiston Airport; and

Whereas, the Cities of Auburn and Lewiston and the Auburn-Lewiston Airport Board of Directors agree to support the development of the industrial air park as one method of promoting orderly economic development of the area;

Now, therefore, the following agreements have been made regarding contributions to the development of the air park and tax base sharing of the resulting tax revenues:

1. In recognition of the fact that the City of Auburn will be obliged to provide police, fire, and highway services to the presently developed facilities within the Airport and to developments which subsequently locate in the proposed air park and of the fact that the cost of these enumerated services represents approximately 30% of Auburn's total budget, the City of Auburn shall receive annually the first 30% of the personal property and real estate property taxes attributable to any development in the air park subsequent to the date of this agreement.

2. The local cost of developing the industrial air park will be paid by the Auburn-Lewiston Airport which in turn will continue to be funded on a 50-50 basis by the Cities of Lewiston and Auburn. All revenues from personal property and real estate taxes from development at the air park subsequent to the date of this agreement after deduction of the first 30% as provided in paragraph 1, shall be divided equally between the two cities.

3. Assessment, collection, and payment of the taxes shall be performed by the City of Auburn in accordance with the provisions of 30 M.R.S.A. §4997.

4. In any case where utilities have been extended to the air park and the cost of such utility extension has been paid for jointly by the Cities of Lewiston and Auburn directly, or indirectly through contributions to the budget of the Auburn-Lewiston Airport, the City of Lewiston shall be entitled to share in the tax revenues generated by the area which is served by such utility extension. The tax revenues resulting from such area will be divided on a ratio of 75%-25% between Auburn and Lewiston after first deducting 30% payable to the City of Auburn in recognition of its obligation to provide police, fire and highway services to such area. The provisions of this

paragraph providing for the sharing of tax revenues resulting from developments located outside the air park shall apply only to developments located within the area adjacent to the Lewiston Junction Road illustrated on the attached map and bounded as follows:

Easterly by a portion of the westerly right-of-way line of the West Hardscrabble Road;

Southerly by a portion of the southerly right-of-way line of the Lewiston Junction Road;

Easterly by a curved portion of the easterly right-of-way line of the Grand Trunk Railroad;

Southerly by a portion of the southerly property line of the Gladys E. Thurston property, described in a deed recorded in the Androscoggin Registry of Deeds, Box 969, Page 752.

Westerly by a line parallel to and 1000 feet westerly from a portion of the easterly right-of-way line of the Grand Trunk Railroad;

Northerly by a line parallel to and 1000 feet northerly of a portion of the southerly right-of-way line of the Lewiston Junction Road.

5. Amendment of this agreement may be made upon affirmative action of the governing bodies of each of the parties.

6. This agreement is made for a term of fifty years commencing on the date of execution thereof, and may be extended beyond said fifty year term on the mutual agreement of the parties.

Lillian B. Boudreau

Lillian B. Boudreau
Mayor of Lewiston (acting under authority voted by Lewiston Board of Mayor and Aldermen on October 1, 1979)

James E. Thompson

James E. Thompson
Auburn City Manager (acting under authority by the Auburn City Council on October 1, 1979)

Dennis P. Gougeon

Kenneth R. Gougeon
Chairman, Airport Board of Directors

FILE NO: 15-79-256

Rec'd JAN 15 1980

[Signature]
City Clerk, Lewiston, Maine

JAN 16 1980

LUCIEN B. GOSSELIN

Controller - Purchasing Agent

RICHARD L. MATHIAS

Assistant Controller

City of Lewiston
Maine

Office of the Controller

CITY BUILDING

FILED JAN 16 1980

EX-10

200-100-100-100

January 15, 1980

Honorable Rodney S. Quinn
Secretary of State
State House
Augusta, ME 04333

Re: Airpark Tax Base Sharing

Dear Sir:

The Cities of Lewiston and Auburn along with the Airport Board of Directors have recently entered into an agreement for tax base sharing pursuant to provisions of Title 30, M.R.S.A., Sections 4996 and 4998.

On behalf of the parties to the agreement, I am submitting it to you to be filed in compliance with the requirements on general law, Title 30, M.R.S.A., Section 4998.

I have attached appropriate reviews from the Department of the Attorney General and the Androscoggin Valley Regional Planning Commission in addition I have attached appropriate attested resolutions from the parties to the agreement.

Respectfully,



Lucien B. Gosselin
Acting City Administrator

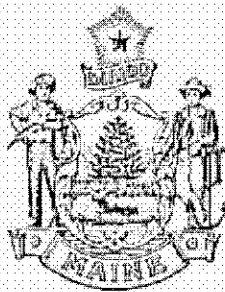
LMG/pj1

Enc.

P.S. All the original copies are on file with the City Clerk of Lewiston.

JAN 16 1980

RICHARD S. COHEN
ATTORNEY GENERAL



STEPHEN L. DIAMOND
JOHN S. GLEASON
JOHN M. R. PATERSON
ROBERT J. STOLT
DEPUTY ATTORNEYS GENERAL

STATE OF MAINE
DEPARTMENT OF THE ATTORNEY GENERAL
AUGUSTA, MAINE 04333

December 20, 1979

Lillian L. Caron, Mayor
City of Lewiston
City Building
Lewiston, Maine 04240

Dear Mayor Caron:

I am writing to you concerning the agreement entered into by Auburn, Lewiston and the Airport regarding the development of the industrial park at the Airport. My letter to you of November 30th noted certain problems with that two page agreement.

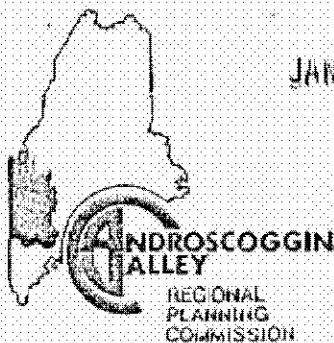
Attorney Curtis Webber, by letter dated December 10th, addressed these issues and supplied the Attorney General with the Lewiston-Auburn Interlocal Agreement of March 28, 1979 and a copy of the Airport's articles of incorporation. These documents when read together, supply the information we felt was missing from the two page agreement.

Therefore, the Attorney General withdraws the objections he raised in my letter of November 30, 1979.

Sincerely,

Andre G. Janelle
Assistant Attorney General

AGJ:cc



JAN 16 1980

70 Court Street
Auburn, Maine 04210

Tel. (207) 783-9185

November 6, 1979

Mr. Lucien B. Gosselin
Controller
Office of the Controller
City Building
Pine Street
Lewiston, Maine 04240

Dear Mr. Gosselin:

The Androscoggin Valley Regional Planning Commission (designated a Metropolitan Area-wide Clearinghouse by the President's Office of Management & Budget Control, and a Regional Clearinghouse by the Governor of the State of Maine) has completed its review of a Tax-Base Sharing Agreement between the Cities of Lewiston and Auburn along with the Airport Board of Directors pursuant to Title 30, M.R.S.A., Chapter 203. Title 30, M.R.S.A., Section 4522 (6) mandates the referral of proposals for interlocal agreements or formation of special-purpose districts to the Regional Planning Commission for their review as to the regional significance of the proposal.

In accordance with this authority, the Commission hereby finds that there is no negative regional significance that will result from the purpose of this Agreement, and hereby endorses the Proposed Agreement.

Sincerely,


John J. Jankowski
Executive Director

JJJ:lnc



JAN 18 1980

City of Lewiston Maine

TEL. 207 764-2951

EXT. 15

ZIP CODE 04240

GERALD P. BERUBE
City Clerk

DENISE L. LAJOIE
Deputy City Clerk

Office of City Clerk
CITY BUILDING

October 26, 1979

TO WHOM IT MAY CONCERN:


I, Gerald P. Berube, City Clerk of Lewiston, Maine, wish to certify that the following action was taken at a special meeting of the Board of Finance on October 2, 1979, at which all members were present:

On motion of Mr. Minkowsky, seconded by Mr. Isaacson, it was:

VOTED, (387-79) To recommend to the Board of Mayor and Aldermen that the Mayor be authorized to enter into an Agreement, on behalf of the City of Lewiston, with the City of Auburn for a Tax Sharing Agreement on the development of the Auburn-Lewiston Industrial Airpark.

Vote 4-0

A true copy, Attest:


Gerald P. Berube
City Clerk
Lewiston, Maine

GPB/lyb



JAN 16 1980

City of Lewiston Maine

TEL. 207 734-2951

EXT. 15

ZIP CODE 04240

GERALD P. BERUBE
City Clerk

DENISE L. LAJOIE
Deputy City Clerk

Office of City Clerk
CITY BUILDING

January 2, 1980

TO WHOM IT MAY CONCERN:

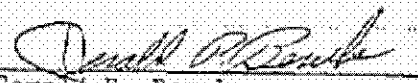
I, Gerald P. Berube, City Clerk of Lewiston, Maine, wish to certify that the following action was taken by the Auburn-Lewiston Municipal Airport Board of Directors at a meeting held on November 1, 1979:

On a motion by Lucien Gosselin, seconded by Ron Barriault, it was:

VOTED, (2). To ratify a telephone poll and place on file in the City Clerk's Office the Tax Sharing Agreement worked out between Auburn and Lewiston on the Airport Industrial Park land.

Vote: Unanimous

A true copy, Attest:


Gerald P. Berube
City Clerk
Lewiston, Maine

GPB/lyb

JAN 16 1980

City of Auburn

CITY COUNCIL, AUBURN MAINE

Date October 1, 1979

TITLE AUTHORIZING AGREEMENT WITH LEWISTON FOR DEVELOPMENT OF AIRPARK.

~~Ordered~~
~~XXXXX~~
Be It ~~Ordered~~ by the Auburn City Council, That The City Manager be authorized to
~~XXXXX~~
Resolved
sign the attached agreement with the City of Lewiston for development of the Airpark and the mutual sharing of risk and benefits of the project.

(Council Letter #96)

Presented by: Councilman from Ward

Motion for 1st reading:
Vote:

Seconded by:

Motion for acceptance of 1st reading:
Vote:

Seconded by:

Motion to waive provisions of the Charter calling for first and second readings on two separate dates.

Votes:

Seconded by:

Motion for 2nd reading:
Vote:

Seconded by:

Motion ~~XXXXX~~ for final passage.

Votes: John J. Cleveland
4 Yeas, No Nays

Seconded by: Roger R. LaBrie, Jr.

Action by City Council: PASSED

Date October 1, 1979

I hereby certify this to be a true copy of the original.

Mari Lou Magno
CITY CLERK

ATTEST: *Leroy Linnell*
CITY CLERK

Agreement

Development of Auburn-Lewiston Industrial Air Park

Whereas, Section 1951 of Chapter 203 of Title 30 M.R.S.A. permits municipalities to make the most efficient use of their powers by enabling them to cooperate with other municipalities on the basis of mutual advantage; and

Whereas, Section 4996 of Chapter 240-B of Title 30 of M.R.S.A. permits two or more communities to provide for orderly development by sharing of their tax base; and

Whereas, the Cities of Lewiston and Auburn and the Auburn-Lewiston Airport Board of Directors wish to cooperate and participate jointly in the development of the industrial air park located at the Auburn-Lewiston Airport; and

Whereas, the Cities of Auburn and Lewiston and the Auburn-Lewiston Airport Board of Directors agree to support the development of the industrial air park as one method of promoting orderly economic development of the area;

Now, therefore, the following agreements have been made regarding contributions to the development of the air park and tax base sharing of the resulting tax revenues:

1. In recognition of the fact that the City of Auburn will be obliged to provide police, fire, and highway services to the presently developed facilities within the Airport and to developments which subsequently locate in the proposed air park and of the fact that the cost of these enumerated services represents approximately 30% of Auburn's total budget, the City of Auburn shall receive annually the first 30% of the personal property and real estate property taxes attributable to any development in the air park subsequent to the date of this agreement.

2. The local cost of developing the industrial air park will be paid by the Auburn-Lewiston Airport which in turn will continue to be funded on a 50-50 basis by the Cities of Lewiston and Auburn. All revenues from personal property and real estate taxes from development at the air park subsequent to the date of this agreement after deduction of the first 30% as provided in paragraph 1, shall be divided equally between the two cities.

3. Assessment, collection, and payment of the taxes shall be performed by the City of Auburn in accordance with the provisions of 30 M.R.S.A. §4997.

4. In any case where utilities have been extended to the air park and the cost of such utility extension has been paid for jointly by the Cities of Lewiston and Auburn directly, or indirectly through contributions to the budget of the Auburn-Lewiston Airport, the City of Lewiston shall be entitled to share in the tax revenues generated by the area which is served by such utility extension. The tax revenues resulting from such area will be divided on a ratio of 75%-25% between Auburn and Lewiston after first deducting 30% payable to the City of Auburn in recognition of its obligation to provide police, fire and highway services to such area. The provisions of this

paragraph providing for the sharing of tax revenues resulting from developments located outside the air park shall apply only to developments located within the area adjacent to the Lewiston Junction Road illustrated on the attached map and bounded as follows:

Easterly by a portion of the westerly right-of-way line of the West Hardscrabble Road;

Southerly by a portion of the southerly right-of-way line of the Lewiston Junction Road;

Easterly by a curved portion of the easterly right-of-way line of the Grand Trunk Railroad;

Southerly by a portion of the southerly property line of the Gladys E. Thurston property, described in a deed recorded in the Androscoggin Registry of Deeds, Box 969, Page 752.

Westerly by a line parallel to and 1000 feet westerly from a portion of the easterly right-of-way line of the Grand Trunk Railroad;

Northerly by a line parallel to and 1000 feet northerly of a portion of the southerly right-of-way line of the Lewiston Junction Road.

5. Amendment of this agreement may be made upon affirmative action of the governing bodies of each of the parties.

6. This agreement is made for a term of fifty years commencing on the date of execution thereof, and may be extended beyond said fifty year term on the mutual agreement of the parties.

Lucien B. Gaudin

Lillian L. Casano
Mayor of Lewiston (acting under authority voted by Lewiston Board of Mayor and Aldermen on October 1, 1979)

June E. Thompson

Paul C. Wiggins
Auburn City Manager (acting under authority by the Auburn City Council on October 1, 1979)

Dennis P. Lemme

Kenneth P. Campbell
Chairman, Airport Board of Directors

FILE NO. 15-79-256

Rec'd OCT 17 1979

Denise L. Laporte
Deputy City Clerk, Lewiston, Maine

JAN 16 1980

LUCIEN B. GOSSELIN
Controller - Purchasing Agent

RICHARD T. METIVIER
Assistant Controller

RECEIVED
CITY CLERK'S OFFICE
LEWISTON, MAINE
JAN 15 2 56 PM '80
City of Lewiston
Maine
Office of the Controller
CITY BUILDING

TEL 207 704-2001
EXT. 21
ZIP CODE 04240

January 15, 1980

Gerald P. Berube
City Clerk
Lewiston City Hall
Lewiston, ME 04240

Re: Airpark Tax Base Sharing

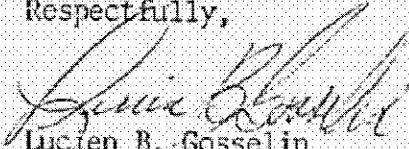
Dear Sir:

The Cities of Lewiston and Auburn along with the Airport Board of Directors have recently entered into an agreement for tax base sharing pursuant to provisions of Title 30, M.R.S.A., Sections 4996 and 1951.

On behalf of the parties to the agreement, I am submitting it to you to be filed in compliance with the requirements on general law, Title 30, M.R.S.A., Section 4998.

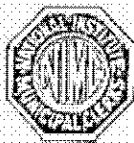
I have attached appropriate reviews from the Department of the Attorney General and the Androscoggin Valley Regional Planning Commission in addition I have attached appropriate attested resolutions from the parties to the agreement.

Respectfully,


Lucien B. Gosselin
Acting City Administrator

LBG/pjl

Enc.



JAN 16 1980

City of Lewiston Maine

TEL. 207 764-2951

EXT. 15

ZIP CODE 04240

GERALD P. BERUBE
City Clerk

Office of City Clerk
CITY BUILDING

DENISE L. LAJOIE
Deputy City Clerk

October 26, 1979

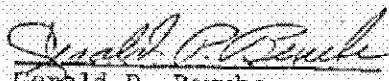
TO WHOM IT MAY CONCERN:

I, Gerald P. Berube, City Clerk of Lewiston, Maine, wish to certify that the following action was taken at a regular meeting of the Board of Mayor and Aldermen on October 2, 1979, at which all seven (7) Aldermen were present:

On a motion by Ald. Harkins, seconded by Ald. Cote, it was:

VOTED, (25) To accept the recommendation of the Board of Finance, and to authorize the Mayor to sign, on behalf of the City of Lewiston, the Tax Sharing Agreement with the City of Auburn for the development of the Auburn-Lewiston Airpark.
Vote 7-0

A true copy, Attest:


Gerald P. Berube
City Clerk
Lewiston, Maine

GPE/lyb

A RESOLVE AMENDING THE TAX-SHARING AGREEMENT BETWEEN THE
CITIES OF LEWISTON AND AUBURN

BE IT RESOLVED by the Lewiston City Council that

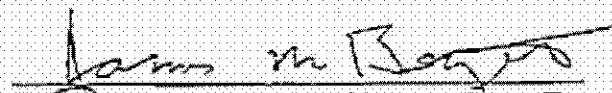
WHEREAS: the Cities of Lewiston and Auburn have previously entered into an agreement to share tax revenues from the Airport Industrial Park, and

WHEREAS: the Cities now desire to amend said agreement to include provisions for sharing the excise taxes generated by the taxation of motor vehicles and aircraft located at the Airpark,


NOW THEREFORE: the tax sharing agreement shall be amended by adding thereto a new paragraph 7 as follows:

7. The Cities shall also share the revenues from excise taxes assessed on motor vehicles, aircraft, or other such personal property located at the Auburn-Lewiston Industrial Airpark in accordance with the following formula: 40% of such tax revenues shall be paid outright to the City of Auburn; 25% of such tax revenues shall be paid to the City of Lewiston; the balance of the excise tax revenues shall be held in trust by the Directors of the Auburn-Lewiston Municipal Airport to manage and invest the same and to pay the principal and accrued income of the trust fund thus established for infrastructure improvements at the Airport, and any enhancement of the same. No such payment shall be made, however, unless it shall first have been approved by the City Councils in both Lewiston and Auburn. Income from the trust fund thus created shall be added to the principal of the fund as it accrues and shall be managed, invested, and paid out in the same manner and in accordance with the same terms as the principal of the fund.

Adopted this 20th day of June, 1989.


James M. Begert, Mayor Pro-Tem

A true copy, Attest:


Gerald P. Berube
City Clerk
Lewiston, Maine

City of Auburn

CITY COUNCIL, AUBURN, MAINE

Date June 19, 1989

RE RESOLVE - AMENDING THE PAY SEARING AGREEMENT BETWEEN THE CITIES OF
LEWISTON AND AUBURN

Added

It ~~Ordered~~ by the Auburn City Council, That
Resolved

WHEREAS the Cities of Lewiston and Auburn have previously entered into an agreement to share tax revenues from the Airport Industrial Park, and

WHEREAS the Cities now desire to amend said agreement to include provisions or sharing the excise taxes generated by the taxation of motor vehicles and aircraft located at the Airpark,

NOW ~~THEREFORE~~ the tax sharing agreement shall be amended by adding thereto new paragraph 7 as follows:

7. The Cities shall also share the revenues from excise taxes assessed on motor vehicles, aircraft, or other such personal property located at the Airport Industrial Park in accordance with the following formula: the first 0% of such tax revenues shall be paid outright to the City of Auburn; the next 25% of such tax revenues shall be paid to the City of Lewiston; the balance of the excise tax revenues shall be held in trust by the Directors of the Auburn-Lewiston Municipal Airport to manage and invest the same and to pay the principal and accrued income of the trust fund thus established for infrastructure improvements at the Airport and any enhancement of the same. No such payment shall be made, however, unless it shall first have been approved by the City Councils in both Lewiston and Auburn. Income from the trust fund thus created shall be added to the principal of the fund as it accrues and shall be managed, invested, and paid out in the same manner and in accordance with the same terms as the principal of the fund.

Presented by: _____ Councilman from Ward _____

otion for 1st reading:
ote

Seconded by:

ation for acceptance of 1st reading:
 cte:

Seconded by:

Seconded by:

lection for 2nd readings:
etc:

Seconded by:

lation to /dispute with/ further /regarding/ /of/ /objections to/ /and/ relating /and/ for final passage.

Norman C. McKeone

Seconded by: David V. Gatchell

019 10 1000

ction by City Council: **PASSED**

Date June 19, 1989

I hereby certify this to be a true copy of the original.

ARTICLE

CITY CLERK

Mary Lou Magno, City Clerk

AMENDMENT TO THE AGREEMENT FOR DEVELOPMENT OF
THE AUBURN-LEWISTON INDUSTRIAL AIRPARK

Agreement made this 5th day of May, 1997, by and between
CITY OF AUBURN, a municipality lawfully incorporated under the
laws of the State of Maine (hereinafter "Auburn") and
CITY OF LEWISTON, a municipality lawfully incorporated under the
laws of the State of Maine (hereinafter "Lewiston").

WHEREAS, Auburn and Lewiston entered into an Agreement for
Development of the Auburn-Lewiston Industrial Airpark, said
Agreement dated October 2, 1979, and amended by resolves of the
Auburn and Lewiston City Councils, said resolves dated
June 19, 1989; and June 20, 1989; respectively (hereinafter the
"Agreement"), a copy of which is attached hereto as Exhibit "A";
and

WHEREAS, the Agreement sets out various formulas for the
sharing of costs and tax revenues within the Auburn-Lewiston
Industrial Airpark; and

WHEREAS, the parties wish to clarify the Agreement in
regards to development located at Map 2A, Lot 16 on the City of
Auburn Tax Maps, (hereinafter "the Project"); and

WHEREAS, the Projects falls within the development zone
which is described in paragraph 4 of the Agreement; and

WHEREAS, the total amount of improvements which the parties
hereby agree to share the cost of for the Project, including debt
service, is Two Million Three Hundred Two Thousand Nine Hundred
Eight Dollars and 57/100 (\$2,302,908.57); and

WHEREAS, the parties have agreed to share these costs

pursuant to the formula as set out below and wish to memorialize the method of payment for said improvements; and

WHEREAS, the parties agree that all costs associated with the Project shall be recovered out of tax revenues generated by the Project prior to any sharing of tax revenues between the parties; and

WHEREAS, the parties wish to amend the Agreement to reflect the understanding stated herein.

NOW, THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. Auburn shall recover the entire cost of the improvements, including debt service, in an amount of Two Million Three Hundred Two Thousand Nine Hundred Eight Dollars and 57/100 (\$2,302,908.57) prior to any sharing of tax revenues on the Project.

2. Once the total amount of improvements and debt service is collected by Auburn, then the parties agree to share all future tax revenues and on the following basis:

- Auburn shall receive 82.5 percent of all tax revenues received after the total cost of improvements and debt service is received from tax revenues.

- Lewiston shall receive 17.5 percent of all tax revenues received after the total cost of improvements and debt service is received from tax revenues.

3. The parties hereby agree that this Amendment covers only the Project located at Auburn Tax Map 2A, Lot 16, and the Agreement, as previously amended, shall remain in full force and

effect in regards to all other development within the Airpark or its surrounding areas as described in the Agreement.

4. The parties further agree to enter into good faith negotiations to amend the Agreement for the purpose of further clarifying issues which may be of concern between the parties under the Agreement.

5. This Amendment shall become effective upon the affirmative action of the legislative bodies of Lewiston and Auburn.

6. The term of this Amendment shall be for the remaining term of the Agreement and any amendments thereto.

7. This Amendment is entered into under the authority of Title 30-A, M.R.S.A. Section 5752 (formerly Title 30, M.R.S.A. Section 4997).

IN WITNESS WHEREOF, the parties hereby set their hands and seals on the date first written above.

Mark B. Adams

CITY OF AUBURN

By: Patricia A. Finnegan
Auburn City Manager (acting
under authority voted by the
Auburn City Council)

Donald P. Bowler

CITY OF LEWISTON

By: Robert M. Shaw
Lewiston City Administrator
(acting under authority voted
by the Lewiston City Council)

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)