



**Auburn Lewiston Municipal Airport - Board of Directors - Meeting Agenda**  
**June 10<sup>th</sup>, 2026 5:30 P.M.**  
**Administrative Conference Room 80 Airport Drive, Auburn, Maine**

**Call to Order**

**I. Consent Items**

**II. Minutes**

1. May 13, 2026 Meeting

**III. Financial Report – Treasurer**

1. FY 2026 YTD Revenue/Expense and Balance Sheet

**IV. Communications –**

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

**VI. Old Business –**

**VII. New Business –**

1. Order Authorizing the Airport Director to execute the IJJA AIG Grant Agreement for Project No. 3-23-0002-039-2026
2. Order Authorizing the Board Chair to sign the final Airport Layout Plan to complete the Airport Master Plan Update
3. Order authorizing the execution of a lease amendment with Power and Construction Group
4. Order authorizing the execution of a lease with Alliance Energy
5. Order authorizing the execution of a lease restatement and amendment with Auburn Aggregates LLC

**VIII. Reports**

1. Airport Director Report
  - a. Construction Project Updates
2. Board of Directors Reports
  - a. Status of Lewiston inclusion of Airport Five-Year CIP
  - b. Discussion of Sponsor Positions on Airport Master Plan Implementation

**IX. Executive Sessions –**

1. Executive Session for the Discussion of Real Estate pursuant to 1 MRSA 405(6) E. (Lese Negotiations) *Possible Action to Follow*
2. Executive Session for the Discussion of Contemplated Litigation pursuant to 1 MRSA 405(6) E. (Airport Obstructions)

**3. Executive Session for the Discussion of Real Estate pursuant to 1 MRSA 405(6) E. (Industrial Airpark)**

**X. Adjournment (Next Scheduled Board Meeting July 8, 2026)**

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 13<sup>th</sup>, 2026 5:30 P.M.**  
**Administrative Conference Room 80 Airport Drive, Auburn, Maine**

Present: T. Roy, W. Poulin, K. Butler, M. Garside, M. Blais, L. Allen  
Absent: P. Crowell, D. Chittim

**Call to Order at 5:30 PM**

**I. Consent Items**

**II. Minutes**

1. March 11<sup>th</sup>, 2026 Meeting – *On a motion by M. Garside, seconded by K. Butler, the minutes were approved 6-0*

**III. Financial Report – Treasurer**

1. FY 2026 YTD Revenue/Expense and Balance Sheet – *On a motion by M. Blais and seconded by M. Garside, the financial report was accepted by a vote of 6-0.*
2. Fuel Sales Year over Year 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 –**

**VII. New Business –**

1. Order authorizing the execution of an amended loan agreement for Hangar #5 with the Cities of Auburn and Lewiston – *On a motion by T. Roy and seconded by M. Blais, the order was adopted by a vote of 6-0*
2. Order authorizing the designation of FY2023, FY2024, FY2025, and FY2026 Excise Tax Capital Reserves for acquisition of FBO ground support equipment - *On a motion by T. Roy and seconded by M. Blais, the order was adopted by a vote of 6-0*
3. Order Authorizing the Airport Director to execute the IIJA AIG Grant Agreement for Project No. 3-23-0002-038-2026 - *On a motion by M. Garside and seconded by T. Roy, the order was adopted by a vote of 6-0*

**VIII. Reports**

1. Airport Director Report
  - a. Board Discussion about Airport Sponsor CIP Investment – FAA Follow-up
2. Board of Directors Reports

**IX. Executive Sessions – N/A**

1. Executive Session for the Discussion of Contemplated Litigation pursuant to 1 MRSA 405(6) E. (Airport Obstructions) - *On a motion by M. Garside and seconded by M. Blais, the Board entered executive session on a vote of 6-0*
2. Executive Session for the Discussion of Real Estate pursuant to 1 MRSA 405(6) E. (Industrial Airpark) - *On a motion by M. Garside and seconded by T. Roy, the Board entered executive session on a vote of 6-0*

**X. Adjournment at 6:40 PM (Next Board Meeting, June 10<sup>th</sup>, 2026)**

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
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- D. Labor contracts
- E. Contemplated litigation

YEAR-TO-DATE BUDGET REPORT

FOR 2026 11

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
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9000 Airport Operations

9000 420035 Fees - Fuel Flowage	-15,000	0	-15,000	-11,547.50	.00	-3,452.50	77.0%*
9000 420040 Fees - Landings	-50,000	0	-50,000	-45,380.00	.00	-4,620.00	90.8%*
9000 429005 Christian Hill Mate	-100,000	0	-100,000	-58,656.54	.00	-41,343.46	58.7%*
9000 429025 Rental Fees	-200,000	0	-200,000	-187,077.05	.00	-12,922.95	93.5%*
TOTAL Airport Operations	-365,000	0	-365,000	-302,661.09	.00	-62,338.91	82.9%

9002 Airport Operations

9002 611000 Regular Salaries	154,000	0	154,000	132,441.70	.00	21,558.30	86.0%
9002 613000 OT - Regular	10,000	0	10,000	5,090.44	.00	4,909.56	50.9%
9002 617020 Fringe Benefits	72,900	0	72,900	66,883.23	.00	6,016.77	91.7%
9002 617030 Professional Develo	16,000	0	16,000	12,690.51	.00	3,309.49	79.3%
9002 620000 Advertising	7,500	0	7,500	10,382.76	.00	-2,882.76	138.4%*
9002 628000 Contract Services	286,300	2,750	289,050	235,510.85	.00	53,539.15	81.5%
9002 628016 Legal Services	20,000	0	20,000	18,484.92	.00	1,515.08	92.4%
9002 628019 Building Repairs	52,500	0	52,500	6,800.72	12,625.00	33,074.28	37.0%
9002 628020 Vehicle Repairs	25,000	0	25,000	10,157.92	3,701.38	11,140.70	55.4%
9002 628021 Equipment Repairs	1,500	0	1,500	2,750.49	.00	-1,250.49	183.4%*
9002 628038 Repairs - Electrica	4,000	0	4,000	1,872.13	.00	2,127.87	46.8%
9002 628039 AIRFIELD MAINTENANC	39,500	16,084	55,584	8,808.19	18,139.01	28,637.14	48.5%
9002 628056 Life Flight Land Fu	12,000	0	12,000	.00	.00	12,000.00	.0%
9002 633000 Office Supplies	2,500	0	2,500	1,410.81	.00	1,089.19	56.4%
9002 633030 Fuels and Oil for V	10,000	3,367	13,367	9,631.50	3,324.01	411.15	96.9%
9002 633040 Snow and Ice Contro	20,000	0	20,000	60,278.55	.00	-40,278.55	301.4%*
9002 633041 Computer/Office Mac	7,500	0	7,500	5,879.68	.00	1,620.32	78.4%
9002 633042 Pavement Maintenanc	39,000	0	39,000	20,929.89	25,000.00	-6,929.89	117.8%*
9002 640000 Telephones/Cell Sti	9,000	0	9,000	6,390.00	.00	2,610.00	71.0%
9002 641100 Utilities	43,500	0	43,500	25,368.98	.00	18,131.02	58.3%
9002 645000 Insurance Premiums	40,600	0	40,600	36,424.52	.00	4,175.48	89.7%
TOTAL Airport Operations	873,300	22,201	895,501	678,187.79	62,789.40	154,523.81	82.7%

9003 Airport Maintenance

9003 628019 Building Maintenanc	0	500	500	.00	.00	500.00	.0%
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YEAR-TO-DATE BUDGET REPORT

FOR 2026 11								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
9000 Airport Operations	APPROP	ADJSTMNTS	BUDGET	YTD	ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
9003 628020 Vehicle Maintenance	0	566	566		.00	.00	565.61	.0%
9003 628039 Airfield Maintenan	0	6,760	6,760		.00	6,393.69	366.00	94.6%
9003 633042 Pavement Maintenan	0	708	708		.00	.00	707.56	.0%
TOTAL Airport Maintenance	0	8,533	8,533		.00	6,393.69	2,139.17	74.9%
<b>9005 Airport Other Income</b>								
9005 401600 Municipal Subsidy	-410,000	0	-410,000	-410,000.00		.00	.00	100.0%
9005 420063 Service Fees	-1,500	0	-1,500	-3,350.07		.00	1,850.07	223.3%
9005 422000 Investment Income	-10,000	0	-10,000	-19,101.47		.00	9,101.47	191.0%
9005 429013 Sale of ASSETS	-10,000	0	-10,000	-400.00		.00	-9,600.00	4.0%*
9005 429019 FLIGHT SIMULATOR	-2,000	0	-2,000	-873.00		.00	-1,127.00	43.7%*
TOTAL Airport Other Income	-433,500	0	-433,500	-433,724.54		.00	224.54	100.1%
<b>9010 Airport-FBO</b>								
9010 420035 Fees - Fuel and Oi	-1,024,000	0	-1,024,000	-835,890.66		.00	-188,109.34	81.6%*
9010 420051 Tie Down/Hangar/Co	-80,000	0	-80,000	-115,560.29		.00	35,560.29	144.5%
9010 420060 After Hour Call Out	-20,000	0	-20,000	-24,455.28		.00	4,455.28	122.3%
9010 420061 Flight Line Service	-7,000	0	-7,000	-4,983.65		.00	-2,016.35	71.2%*
9010 420064 Rental Car	-4,000	0	-4,000	-7,355.27		.00	3,355.27	183.9%
9010 420086 TRANSIENT TIE DOWN/	-15,000	0	-15,000	-7,760.00		.00	-7,240.00	51.7%*
9010 420911 Facility Fee	-40,000	0	-40,000	-44,430.00		.00	4,430.00	111.1%
9010 420915 Service Lease	0	0	0	40,241.16		.00	-40,241.16	100.0%*
9010 633047 PROCESSING FEE	0	0	0	15,821.50		.00	-15,821.50	100.0%*
TOTAL Airport-FBO	-1,190,000	0	-1,190,000	-984,372.49		.00	-205,627.51	82.7%
<b>9015 Services (FBO) Expenses</b>								
9015 611000 Regular Salaries	0	0	0	125.00		.00	-125.00	100.0%*
9015 620000 Advertising	0	0	0	894.00		.00	-894.00	100.0%*
9015 628000 Prof/Contracted Ser	250,000	0	250,000	221,462.25		.00	28,537.75	88.6%
9015 628019 Building Maintenan	18,500	1,049	19,549	25,399.46	17,019.00		-22,869.46	217.0%*
9015 628021 Plant Equipment	1,800	0	1,800	6,117.03		.00	-4,317.03	339.8%*
9015 628041 FBO HANGAR LOAN	60,000	0	60,000	.00		.00	60,000.00	.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2026 11							
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
9000 Airport Operations	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
9015 628044 Ground Support Equi	9,700	94	9,794	11,159.43	.00	-1,365.67	113.9%*
9015 628071 Fuel Flowage	0	0	0	13,346.20	.00	-13,346.20	100.0%*
9015 633000 Office Supplies	1,000	0	1,000	3,282.74	.00	-2,282.74	328.3%*
9015 633030 Fuels & Oils	713,500	0	713,500	579,950.08	6,967.72	126,582.20	82.3%
9015 641100 Utilities	60,700	0	60,700	59,951.40	.00	748.60	98.8%
TOTAL Services (FBO) Expenses	1,115,200	1,143	1,116,343	921,687.59	23,986.72	170,668.45	84.7%
TOTAL Airport Operations	0	31,877	31,877	-120,882.74	93,169.81	59,589.55	-86.9%
TOTAL REVENUES	-1,988,500	0	-1,988,500	-1,736,579.62	.00	-251,920.38	
TOTAL EXPENSES	1,988,500	31,877	2,020,377	1,615,696.88	93,169.81	311,509.93	

YEAR-TO-DATE BUDGET REPORT

FOR 2026 11

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	0	31,877	31,877	-120,882.74	93,169.81	59,589.55	-86.9%

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

BALANCE SHEET FOR 2026 11

FUND: 9000 Airport Operations			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<b>ASSETS</b>				
9000	011010	Airport Checking	80,687.36	743,317.27
9000	011030	Cash-Petty Cash	.00	700.00
9000	011140	Interest Receivable	.00	.01
9000	011530	Accounts Receivable	-8,634.31	-1,845.98
9000	011545	Lease Receivable	.00	1,507,728.58
9000	011810	Prepaid Expenses	.00	3,132.50
9000	011900	INVENTORY FOR RESALE	.00	97,961.21
9000	012110	Land	.00	1,717,208.27
9000	012111	Land Improvements	.00	28,975,024.00
9000	012112	Construction In Progress	.00	252,714.02
9000	012310	Buildings & Bldg Improvements	.00	5,004,674.42
9000	012410	Machinery & Equipment	.00	1,809,983.52
9000	012900	Accumulated Depreciation	.00	-20,302,800.71
9000	013000	DEF OUTFLOW-NET PENSION	.00	21,467.01
9000	016000	DUE TO / DUE FROM	-192,604.07	-15,586,729.95
<b>TOTAL ASSETS</b>			<b>-120,551.02</b>	<b>4,242,534.17</b>
<b>LIABILITIES</b>				
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	024611	Compensated Absences	.00	-7,386.55
9000	024722	PAID FAMILY MEDICAL LEAVE	-61.16	-156.94
9000	024734	ME State Retirement	241.38	-5,529.73
9000	024758	MMA Health Ins-Airport	-377.20	-776.83
9000	024773	Vision	-6.12	-53.78
9000	024829	DUE TO STATE - SALES TAX	1.65	-133.62
9000	025000	DEF INFLOW NET PENSION	.00	-10,130.52
9000	025900 AE-1	Escrow-D DELVIGNA	.00	-500.00
9000	025900 AE-10	AIR ESCROW-E TIERNO	.00	-250.00
9000	025900 AE-11	Esc-B ADLER	.00	-250.00
9000	025900 AE-12	Escrow-J NICHOLS	.00	-250.00
9000	025900 AE-13	Escrow-J MCINTYRE	.00	-250.00
9000	025900 AE-14	Escrow-BALD EAGLE FLY CLUB	.00	-500.00
9000	025900 AE-15	ESCROW-CZACHOR	-250.00	-250.00
9000	025900 AE-2	Escrow-D GILLIES	.00	-250.00
9000	025900 AE-3	Escrow-ROHRBAUGH	.00	-250.00
9000	025900 AE-4	Escrow-J HEWETT	.00	-250.00
9000	025900 AE-5	Escrow-G DWINAL	.00	-250.00
9000	025900 AE-6	Escrow-M COPP	.00	-250.00
9000	025900 AE-7	Escrow-R WILLEY	.00	-250.00
9000	025900 AE-8	Escrow-TAILFIN	.00	-250.00
9000	025900 AE-9	Escrow-J HINSON	.00	-250.00
9000	026000	NET PENSION LIABILITY	.00	-59,690.00
9000	029000	Deferred Inflow - Leases	.00	-1,442,036.43
<b>TOTAL LIABILITIES</b>			<b>-451.45</b>	<b>-2,760,633.87</b>
<b>FUND BALANCE</b>				

BALANCE SHEET FOR 2026 11

FUND: 9000 Airport Operations			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
FUND BALANCE				
9000	037000	Ctrl Total - Encumbrances	-49,646.00	93,169.81
9000	037100	FB ASSIGNED CITY	.00	-1,836,398.00
9000	037104	FB UNASSIGNED	.00	475,380.44
9000	037201	CTRL TOTAL-BUD FB DESIGNATED	49,646.00	-93,169.81
9000	037301	Ctrl Total - Bud FB Undesignat	.00	31,876.62
9000	047000	Ctrl Total - Revenues	-102,748.40	-1,736,579.62
9000	047001	CONTROL - ESTIMATED REVENUE	.00	1,988,500.00
9000	057000	CTRL TOTAL-EXPENDITURES	223,750.87	1,615,696.88
9000	057001	CTRL TOTAL-APPROPRIATIONS	.00	-2,020,376.62
TOTAL FUND BALANCE			121,002.47	-1,481,900.30
TOTAL LIABILITIES + FUND BALANCE			120,551.02	-4,242,534.17

**BALANCE SHEET FOR 2026 11**

FUND: 9020 Airport Capital Projects Fund			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<b>ASSETS</b>				
9020	011530	Accounts Receivable	-1,473.18	103,953.60
9020	011535	Grants Receivable-FAA	-253,285.95	-253,285.95
9020	016000	Due to/from Other Funds	192,604.07	15,649,119.68
TOTAL ASSETS			-62,155.06	15,499,787.33
<b>FUND BALANCE</b>				
9020	037000	Ctrl Total - Encumbrances	-62,801.22	2,550,557.33
9020	037104	FB-UNASSIGNED-CTY	.00	-16,082,940.30
9020	037201	Ctrl Total - Bud FB Designated	62,801.22	-2,550,557.33
9020	037301	Ctrl Total - Bud FB Undesignat	.00	230,037.63
9020	047000	Ctrl Total - Revenues	.00	-1,210,723.68
9020	057000	Ctrl Total - Expenditures	62,155.06	1,793,876.65
9020	057001	Ctrl Total - Appropriations	.00	-230,037.63
TOTAL FUND BALANCE			62,155.06	-15,499,787.33
TOTAL LIABILITIES + FUND BALANCE			62,155.06	-15,499,787.33

BALANCE SHEET FOR 2026 11

FUND: 9030 Airport Land Fund			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
9030	011111	Investments-MM-Airpark	.00	415,206.17
9030	016000	Due to/from Other Funds	.00	-62,389.73
	TOTAL ASSETS		.00	352,816.44
FUND BALANCE				
9030	037104	FB-UNASSIGNED-CTY	.00	-340,012.18
9030	047000	Ctrl Total - Revenues	.00	-12,804.26
	TOTAL FUND BALANCE		.00	-352,816.44
	TOTAL LIABILITIES + FUND BALANCE		.00	-352,816.44

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



## Auburn – Lewiston Municipal Airport Board Meeting Information Sheet

**Board Workshop or Meeting Date:** June 10, 2026

**Author:** Jonathan P. LaBonte, Airport Director

**Subject:** Execution of Final AIP Grant for T-Hangar Construction

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### **Information:**

The FAA has transmitted the final Airport Improvement Plan (AIP) award for the Auburn-Lewiston Municipal Airport to complete the t-hangar project and associated site work/new taxiway. The Grant Offer includes a federal share of up to **\$261,641** for eligible expenses associated with the construction of the new taxiway and T-hangar development.

Acceptance of this grant requires explicit authorization from the Board for the Airport Director to execute the agreement electronically. FAA's instructions confirm that the governing body must designate the individual who is authorized to bind the sponsor to the terms of the grant and the federal Grant Assurances. Acceptance by the Director, followed by the required attorney certification, will allow the FAA to finalize the award prior to the June 19, 2026 deadline for execution.

As part of securing federal participation in this multi-year development program, the Airport has already committed to addressing key compliance items identified through the Master Plan update, including wildlife hazard management and the mitigation of approximately 2,700 identified obstructions. Continuing progress on these commitments is directly tied to the Airport's ongoing eligibility for federal funding.

The Airport recently completed a difficult compliance audit process, and it is important to avoid any circumstances that could raise new questions about sponsor commitment to the Airport Capital Improvement Plan (ACIP). With FAA and MaineDOT CIP meetings scheduled for June, FAA staff will expect clarity from both sponsoring cities on the absence of Airport capital investment in FY2027 and the lack of inclusion of the Airport's 5-year CIP in one sponsor's capital plan. Absent this clarification, the FAA may again express concerns related to suspended capital or civil enforcement options, which would distract from the Airport's growth and development needs.

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**Airport Budgetary Impacts:** Final Award to Cover T-Hangar Project Costs

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**Staff Recommended Action:** Passage of this Order

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**Previous Meetings and History:**

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### **Attachments:**

Draft AIP Grant Agreement



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
New England Region  
CT, ME, MA, NH, RI, & VT

Airports Division (ANE-600)  
1200 District Avenue  
Burlington, MA 01803

May 19, 2026

Mr. Jonathan P. LaBonte  
Airport Director  
Auburn Lewiston Municipal Airport  
80 Airport Drive  
Auburn, ME 04210

Dear Mr. LaBonte:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-23-0002-039-2026 at Auburn/Lewiston Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

**You may not make any modification to the text, terms or conditions of the Grant Offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized **no later than June 19, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each federal fiscal quarter.

**Audit Requirements.** As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Jason Homiak, (781) 238-7609, [jason.r.homiak@faa.gov](mailto:jason.r.homiak@faa.gov) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

*Luke A. Garrison*

[Luke A. Garrison \(05/19/2026 14:51:38 EDT\)](#)

Luke A. Garrison

Director



U.S. Department of Transportation  
Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

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Federal Award Offer Date	May 19, 2026
Airport/Planning Area	Auburn/Lewiston Municipal Airport
Airport Grant Number	3-23-0002-039-2026
Unique Entity Identifier	S874FTDCHZE7

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TO: Cities of Auburn & Lewiston, ME  
**(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)**

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the sponsor has submitted to the FAA a Project Application dated April 20, 2026, for a grant of federal funds for a project at or associated with the Auburn/Lewiston Municipal Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Auburn/Lewiston Municipal Airport (herein called the "Project") consisting of the following:

Construct Hangar, Construct Hangar Apron, Construct Taxilane - About 47.86% of Final Design and Engineering Services,

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated

Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 95% of the allowable costs incurred accomplishing the Project as the United States' share of the Project.**

**Assistance Listings Number(s):** 20.116.

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

#### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$150,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):

\$0 for planning,

\$150,000 for airport development or noise program implementation; and,

\$0 for land acquisition.

The project defined in the Project Grant Application requires a multi-year grant agreement in accordance with 49 USC § 47108(a). The total United States share of the multi-year project is \$261,641, and the project is planned to be funded in Fiscal Years 2026 and 2027.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

- a. **Period of Performance:**

- i. **Start Date:** The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. **End Date:** Four (4) years to the calendar day from the date of acceptance.
- iii. **Extension of the Period of Performance (PoP):** The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

- b. **Budget Period:**

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).
- c. Appropriation Period of Availability and Expenditure:
  - i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
  - ii. In accordance with 31 USC § 1552, by September 30<sup>th</sup> of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
  - iii. IJJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;
- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. **Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor **on or before June 19, 2026**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
  - a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
  - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.
- 11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by \$25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
- 14. Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
- 15. Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

- 17. Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
- 18. Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects, if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    - i. 15 percent; or
    - ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

**19. Audits for Sponsors.**

**PUBLIC SPONSORS.** The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

**20. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

- a. Verify the non-federal entity is eligible to participate in this federal program by:
  - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
  - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
  - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:
  - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.
  - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
  - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
    - a) Severe forms of trafficking in persons;
    - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
    - c) The use of forced labor in the performance of this grant; or any subaward; or
    - d) Acts that directly support or advance trafficking in persons, including the following acts:
      - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
      - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

- a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
  - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
- 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
- 4. Charging recruited employees a placement or recruitment fee; or
- 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
  - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
  - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
    - 1. Associated with the performance under this grant; or
    - 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
  - i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
    - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or
    - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
      - 1. Associated with the performance under this grant; or
      - 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
  - i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

- ii. The FAA’s right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
  - iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
  - iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
- i. “Employee” means either:
    - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
    - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
  - ii. “Private Entity” means:
    - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
    - b) The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

- 23. Grant Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. Exhibit “A” Property Map.** The Exhibit “A” Property Map dated September 10, 2021, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.
- 25. Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

- 26. Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.
- 27. Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 28. Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.
- 29. Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:
- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
  - b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.
- 30. National Airspace System Requirements.**
- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
  - b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
    - i. Additional conditions on the award;

- ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
  - iii. Any other remedy legally available.
- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
  - d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

**31. Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

#### SPECIAL CONDITIONS

**32. Multi-Year Grants - Letter of Agreement.** The conditions of this multi-year grant include the following, which are in addition to all other terms, conditions, and grant assurances attached to this grant agreement:

- a. Under 49 USC § 47108(a), as amended, and at the sponsor’s request, the FAA commits the United States to obligate an additional amount in the current and future fiscal years pursuant to 49 USC § 47108 and § 47114 as follows:
  - 1. FY-2026 - \$150,000
  - 2. FY-2027 - \$111,641
- b. The above commitment and amounts are subject to the restrictions on the use of such funding imposed on FAA by current or future statute or regulation, including any federal share modifications provided in future appropriations that may be relevant to this project or Agreement.
- c. Funds beyond the current fiscal year obligation are subject to future congressional action and may vary depending on applicable statutorily mandated program calculations each fiscal year.
- d. A separate letter amendment will be issued individually for each fiscal year beyond the current fiscal year obligation.
- e. Each letter amendment will be for no more than the amount identified for the fiscal year covered by the amendment.
- f. Amendment amount may be reduced if annual calculations result in a lesser amount available under 49 USC § 47114 or final project costs do not require the full amount.
- g. Per 49 U.S. Code § 47110, the newly obligated amounts for each successive fiscal year may be used for costs incurred during the PoP and budget period identified in the original grant agreement (See Condition No. 2, Grant Performance).

- h. Per 49 USC § 47108(b), the maximum obligation stated in Condition No. 1, Maximum Obligation, of this Grant Agreement may be increased in accordance with Condition No. 18, Maximum Obligation Increase, provided the statutory permissions are met. Furthermore, the sponsor must request eligible and justified additional amounts through a grant amendment, which is separate from the multi-year amendment process prescribed in subsections d-e of this condition.
- i. The sponsor and the FAA acknowledge this commitment does not in itself obligate, preclude, nor restrict the FAA in the use of any funds made available for discretionary use to further aid the sponsor in meeting the cost of this project under the terms of this Grant Agreement, and limitations of the law.

**33. Plans and Specifications Approval Based Upon Certification.** The FAA and the sponsor agree that the FAA's approval of the sponsor's Plans and Specification is based primarily upon the sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The sponsor understands that:

- a. The sponsor's certification does not relieve the sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
- b. The FAA's acceptance of a sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
- c. If the FAA determines that the sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this grant and associated grants.

**34. Revenue Producing Project.** The sponsor agrees and understands that the sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the sponsor agrees it will not seek AIP discretionary grant funds for the airside needs of the airport for the two fiscal years following the fiscal year in which this grant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the Grant Assurances, 49 USC § 47133, and FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 FR 7696, as amended).

**35. Usable Unit of Development.** The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.

**36. Companion Grant Period of Performance Revision.** The Sponsor agrees this grant is a companion grant to 3-23-0002-037-2025. In accordance with current policy, the end date of the Period of Performance, as stated in Standard Condition paragraph 2(a) Period of Performance, is revised to August 12, 2029. Additionally, the sponsor understands that this revision extends to Standard Condition paragraph 2(b) Budget Period.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Luke A. Garrison*

Luke A. Garrison (05/19/2026 14:51:38 EDT)

*(Signature)*

Luke A. Garrison

*(Typed Name)*

Director

*(Title of FAA Official)*

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated \_\_\_\_\_

**Cities of Auburn & Lewiston, ME**

*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:** \_\_\_\_\_

*(Typed Name of Sponsor's Authorized Official)*

**Title:** \_\_\_\_\_

*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of   Maine  . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

<sup>3</sup> Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**ASSURANCES**  
**AIRPORT SPONSORS**

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**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, USC, 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**

It 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 USC subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
- d. Hatch Act – 5 USC § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.<sup>1</sup>
- l. 49 USC § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 USC § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act – 18 USC § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.
- x. Single Audit Act of 1984 – 31 USC § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 USC §§ 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 USC 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 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 Construction<sup>1</sup>
- 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.<sup>3, 4, 5</sup>
- 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.<sup>1</sup>
- 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.<sup>1</sup>
- 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).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- 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 Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- 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.<sup>1</sup>
- 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.

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**FOOTNOTES TO ASSURANCE (C)(1)**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 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.
- <sup>4</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

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**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 USC § 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 USC § 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 USC §§ 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 USC § 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 ensure 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 USC § 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 USC § 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 USC § 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 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 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 (**Cities of Auburn & Lewiston, ME**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 ( 42 USC §§ 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 USC § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 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 USC § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 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 USC, 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 ([https://www.faa.gov/airports/aip/aip\\_pfc\\_checklist](https://www.faa.gov/airports/aip/aip_pfc_checklist)) for AIP projects as of April 20, 2026.

**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 (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.**

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 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 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 USC § 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 USC § 46301(a)(8).

**Application for Federal Assistance SF-424**

*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation * Other (Specify) <input type="checkbox"/> Revision
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*3. Date Received: 04/20/2026	4. Applicant Identifier: LEW
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5a. Federal Entity Identifier: 3-23-0002-XXX-2026	*5b. Federal Award Identifier:
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**State Use Only:**

6. Date Received by State:	7. State Application Identifier:
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**8. APPLICANT INFORMATION:**

*a. Legal Name: Cities of Auburn and Lewiston	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 01-0365409	*c. UEI: S874FTDCHZE7

**d. Address:**

*Street 1:	80 Airport Drive
Street 2:	
*City:	Auburn
County/Parish:	Androscoggin
*State: Province:	ME
*Country:	
*Zip / Postal Code	USA
	04210

**e. Organizational Unit:**

Department Name:	Division Name:
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**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:	Mr.	*First Name:	Jonathan
Middle Name:	P.		
*Last Name:	LaBonte		
Suffix:			

Title: Airport Director

Organizational Affiliation:  
Cities of Auburn and Lewiston, Maine

\*Telephone Number: (207) 786-0631 Fax Number:

\*Email: j.labonte@auburnmaine.gov

**Application for Federal Assistance SF-424**

**\*9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

\*Other (Specify)

**\*10. Name of Federal Agency:**

Federal Aviation Administration

**\*11. Catalog of Federal Domestic Assistance Number:**

CFDA No: CFDA Title:

20.116 Airport Improvement Program (AIP)

**\*12. Funding Opportunity Number:**

N/A

\*Title:

N/A

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Cities of Auburn and Lewiston, Androscoggin County, Maine

**\*15. Descriptive Title of Applicant's Project:**

Portion of Project Administration and Construction Phase Services New Taxi Lane and T-Hangar FY 2026 AIP

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\*a. Applicant: ME-01

\*b. Program/Project: ME-01

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\*a. Start Date:

\*b. End Date:

**18. Estimated Funding (\$):**

*a. Federal	261,641.00
*b. Applicant	6,886.00
*c. State	6,885.00
*d. Local	0.00
*e. Other	0.00
*f. Program Income	0.00
*g. TOTAL	275,412.00

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\*20. Is the Applicant Delinquent On Any Federal Debt?**

Yes  No

If "Yes", explain:

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr.                      \*First Name: Jonathan  
Middle Name: P.  
\*Last Name: LaBonte  
Suffix:

\*Title: Airport Director

\*Telephone Number: (207) 786-0631

Fax Number:

\* Email: j.labonte@auburnmaine.gov

\*Signature of Authorized Representative: *J. LaBonte*

\*Date Signed: 4/9/26



**Auburn – Lewiston Municipal Airport  
Board Meeting Information Sheet**

**Board Workshop or Meeting Date:** June 10, 2026

**Author:** Jonathan P. LaBonte, Airport Director

**Subject:** Third Amendment to Power and Construction Group Non-Aeronautical Lease

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**Information:**

The proposed Third Lease Amendment with Power & Construction Group would provide an additional five-year term for the company’s continued use of airport-owned land on Lewiston Junction Road and add approximately 4.5 acres of temporary laydown space on Hotel Road, adjacent to the property commonly known as the Roundy property. The additional Hotel Road laydown area would be charged at the Airport’s standard non-aeronautical land rate of \$300 per acre per month, generating \$1,350 per month, or \$16,200 annually, for the Airport.

This amendment supports the Airport’s ongoing effort to activate compatible non-aeronautical land uses that strengthen the Lewiston Junction Road and Hotel Road industrial corridor while generating revenue for airport operations. The temporary laydown use provides flexibility for Power & Construction Group to support its operations and growth in the area without limiting the Airport’s long-term development options for the property.

Approval of the amendment would continue the Airport’s strategy of supporting existing industrial and logistics businesses in the region, using airport-owned land to advance local economic development, and applying a consistent, standard non-aeronautical lease rate across similar land uses.

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**Airport Budgetary Impacts:** Sustained Rental Income as Budgeted for FY2027

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**Staff Recommended Action:** Passage of this Order

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**Previous Meetings and History:**

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**Attachments:**

Exhibit A and B highlighting Lease Areas

### THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE ("Third Amendment") is made as of June \_\_\_\_, 2026, by and between **AUBURN-LEWISTON MUNICIPAL AIRPORT**, a Maine non-profit and quasi-municipal corporation with a mailing address of 80 Airport Drive, Auburn, Maine 04210 ("Landlord") and **POWER & CONSTRUCTION GROUP, INC.**, a New York corporation duly qualified to conduct business in the State of Maine with a mailing address of 90 River Road, PO Box 30, Scottsville, New York 14546 ("Tenant").

### WITNESSETH:

WHEREAS, reference is made to that certain Lease Agreement by and between Landlord and Tenant dated March 1, 2015, as affected by that certain First Amendment to Lease by and between Landlord and Tenant with an effective date of March 20, 2020 (the "First Amendment"), and by that certain Second Amendment to Lease by and between Landlord and Tenant with an effective date of June 4, 2023, and collectively, the "Lease") with respect to certain undeveloped land located at the Auburn-Lewiston Municipal Airport, north and adjacent to Lewiston Junction Road and West Hardscrabble Road in Auburn, Maine, as more particularly described in the Lease (the "Premises"); and

WHEREAS, Landlord and Tenant wish to add additional land and adjust the rent payable under the Lease and modify certain other terms of the Lease, pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the payments and accommodations described herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the Lease be and hereby is amended to incorporate the following:

1. Effective Date. Unless expressly stated otherwise herein, all of the terms and conditions of this Third Amendment shall be deemed effective as of the date set forth above (the "Effective Date").
2. Status of Lease. Tenant hereby represents and warrants that it is currently in possession of the Demised Premises and acknowledges, agrees, and confirms that the Lease is valid and presently in full force and effect and that Landlord is not in default thereunder as of the Effective Date.
3. Beginning Date. For avoidance of any doubt, Landlord and Tenant hereby stipulate and agree that the Beginning Date of the Lease remains March 1, 2015 for all purposes under the Lease.
4. Expiration Date. For avoidance of any doubt, Landlord and Tenant hereby stipulate and agree that the Expiration Date of the Lease is June 30, 2031 for all purposes under the Lease.

5. Renewal Options. For avoidance of any doubt, Landlord and Tenant hereby stipulate and agree that upon the expiration of the current term of the Lease, Tenant shall have the right to renew this Lease upon the same terms and conditions herein except for Base Rent which shall be determined pursuant to paragraph 8 hereinbelow, for an additional term of term five (5) years to be exercised upon written notification to Landlord no later than ninety (90) days prior to the expiration of the then current term, time being of the essence.
6. Premises. The vacant land identified as "Override 1" and "Expansion Area" on Exhibit A attached hereto and incorporated herein is hereby added to and is now hereby part of the Premises.
7. Rent. The annual Rent as set forth in this Third Amendment, and in accordance with the current non-aeronautical land lease rate of \$300 per acre per month, is \$43,920 annually or \$3,660 per month. This is based on the premises totaling approximately 12.2 acres.
8. Rent Adjustment. For avoidance of any doubt, Landlord and Tenant hereby stipulate and agree that at five (5) year intervals (the next interval being June 30, 2031), the Rent shall be adjusted to reflect any changes in the cost of living as reflected in the most recently published Consumer Price Index for all Urban Consumers for all items published by the Bureau of Labor Statistics (1982 =100) as compared with the last edition of said Consumer Price Index published prior to the effective date of the Lease.
9. FAA. The Demised Premises is subject to the jurisdiction of the Federal Aviation Administration (FAA). Notwithstanding anything in the Lease to the contrary, the rights of the FAA are and shall remain superior to the right of Tenant hereunder and shall not be subordinated without the prior written consent of the FAA, which consent may be withheld, conditioned, or delayed in the FAA's sole discretion.
10. Reaffirmation of Lease. Landlord and Tenant each reaffirms the Lease as hereby amended, and all terms and conditions of the Lease, including all defined terms, except as specifically amended by this Third Amendment, shall have the same meaning and remain in full force and effect. No covenant or condition of the Lease shall be deemed waived by any action or non-action in the past. In the event of a conflict between the terms and conditions of this Third Amendment and the Lease, the terms and conditions of this Third Amendment shall control.
11. Execution; Copies. This Third Amendment and any documents executed or initialed in connection herewith may be executed in multiple counterparts, which together shall be construed to be a single document. Any one or more counterpart signature pages may be removed from one counterpart hereof and annexed to another counterpart of hereof to form a completely executed original instrument without impairing the legal effect of the signatures thereon. This Third Amendment may be transmitted between the parties by facsimile machine or electronic mail and signatures appearing on faxed or electronic copies shall be treated as original signatures.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Landlord and Tenant have caused this Third Amendment to Lease to be executed by their respective duly authorized representatives as of the date first above written.

In the presence of:

LANDLORD:

AUBURN-LEWISTON MUNICIPAL AIRPORT

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name:  
Its:

TENANT:

POWER & CONSTRUCTION GROUP, INC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name:  
Its:



EXHIBIT A

Premises

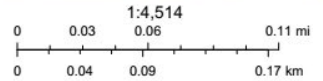
Power and Construction Group - Lewiston Junction Road



4/7/2023, 11:37:41 AM

-  Override 1
-  Current Parcels \_ Public

 Wetlands



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Web AppBuilder for ArcGIS

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EXHIBIT B

Additional Premises  
Hotel Road, Approximately 4.5 Acres Limited to Outside the Airport Fence





## Auburn – Lewiston Municipal Airport Board Meeting Information Sheet

**Board Workshop or Meeting Date:** June 10, 2026

**Author:** Jonathan P. LaBonte, Airport Director

**Subject:** Alliance Energy Non-Aeronautical Lease

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**Information:**

The proposed lease with Alliance Energy would authorize continued use of airport-owned property identified as Tax Map 130, Lot 002 and Tax Map 142, Lot 001, totaling approximately 5.54 acres. The site is currently used as a propane terminal and was originally leased by Gas Supply Resources, with the operation subsequently passing through multiple ownership groups. Alliance Energy, as the current owner/operator, is seeking a new lease agreement to clarify and continue the use of the property under a fresh 10-year term, with one five-year renewal option.

The continued operation of the propane terminal represents a compatible non-aeronautical use of airport land that supports industrial, logistics, and energy-distribution activity in the Lewiston Junction Road / Kittyhawk Avenue area. Maintaining this lease helps preserve an established business use on airport property, supports regional fuel and logistics infrastructure, and aligns with broader economic development goals for the surrounding industrial corridor.

This lease also advances the Airport's ongoing strategy of making appropriate non-aeronautical land available for revenue-generating industrial and logistics-based uses. Lease revenue from these properties helps support airport operations.

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**Airport Budgetary Impacts:** Sustained Rental Income as Budgeted for FY2027

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**Staff Recommended Action:** Passage of this Order

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**Previous Meetings and History:**

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**Attachments:**

Draft Term Sheet

## DRAFT TERM SHEET

Ground Lease - Auburn-Lewiston Municipal Airport and Alliance Energy

Airport-Owned Land: Tax Map and Lot 130-002 and 142-001, totaling approximately 5.54 acres

1. Parties
  - a. Landlord: Auburn-Lewiston Municipal Airport, acting by and through its authorizing governing bodies (cities of Auburn and Lewiston)
  - b. Tenant: Alliance Energy, or an affiliated entity approved in writing by the Airport.
2. Premises
  - a. The leased premises shall consist of Airport-owned land identified as Tax Map and Lot 130-002 and 142-001, totaling approximately 5.54 acres, located adjacent to the Auburn-Lewiston Municipal Airport with access off Kittyhawk Avenue.
  - b. The final lease shall include a legal description, site plan, survey exhibit, or other mutually acceptable depiction of the premises, together with any rights of access, utility easements, common-area rights, and limitations on use.
3. Permitted Use
  - a. The premises shall be used for Alliance Energy's lawful business operations consistent with the existing or approved use of the property, applicable zoning, Airport rules and regulations, FAA grant assurances, and all federal, state, and local laws.
  - b. Any change in use, expansion of use, construction, storage, installation of equipment, or material operational change shall require prior written approval from the Airport and any other required governmental approvals.
4. Initial Term
  - a. The initial lease term shall be ten (10) years.
5. Extension Option
  - a. Tenant shall have the option to extend the lease for one (1) additional five-year term, at Tenant's discretion, provided that Tenant gives written notice of its intent to extend at least one hundred eighty (180) days prior to expiration of the initial term.
  - b. The extension option shall be conditioned upon Tenant not being in default under the lease and having no uncured lease violations or material defaults. The continued use must remain consistent with applicable Airport, FAA, municipal, state, and federal requirements.
6. Base Rent
  - a. Initial annual base rent shall be \$37,000.
7. Annual Rent Adjustment
  - a. Base rent shall increase annually by three percent (3%).
  - b. If the extension option is exercised, the annual 3% adjustment shall continue during the extension term unless otherwise modified by the final lease.
8. FAA Compliance and Fair-Market-Value Reservation
  - a. Because the premises are Airport-owned land, the lease shall be subject to all applicable FAA requirements, grant assurances, Airport revenue-use restrictions, compatible land use requirements, and any FAA review or concurrence that may be required or advisable.
9. Assignment and Subleasing
  - a. Tenant may not assign the lease, sublease any portion of the premises, or transfer operational control without the Airport's prior written consent. Any approved assignment or sublease shall remain subject to Airport, FAA, and municipal requirements.



## Auburn – Lewiston Municipal Airport Board Meeting Information Sheet

**Board Workshop or Meeting Date:** June 10, 2026

**Author:** Jonathan P. LaBonte, Airport Director

**Subject:** Christian Hill Non-Aeronautical Lease

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### **Information:**

The proposed Amended and Restated Mineral Lease with Auburn Aggregates, LLC is intended to close a long-standing compliance and liability issue associated with the Christian Hill quarry operation at the Auburn-Lewiston Municipal Airport. The original development agreement for mineral extraction was entered into in 2014 and later assigned through subsequent ownership changes, but the Airport's review with the FAA identified that the agreement created compliance concerns because the Airport did not have documented FAA approval for the rate charged for mineral extraction or several lease provisions affecting airport sponsor obligations. These issues created legal and regulatory exposure for the Airport Board and the Cities of Auburn and Lewiston as joint airport sponsors.

The FAA's initial review identified several conditions that needed to be resolved in a renegotiated agreement, including ensuring that the Airport receives appropriate fair-market-value compensation for non-aeronautical mineral extraction, adding proper escalation provisions, including subordination language to protect the Airport's federal obligations, and revising provisions such as rights of first refusal that could conflict with federal grant assurances. The Airport commissioned an appraisal that identified a fair-market-value mineral extraction rate of \$1.42 per cubic yard blasted free, compared with the existing agreement rate of approximately \$0.334 per cubic yard. After further analysis, the Airport and Auburn Aggregates proposed a renegotiated rate of \$0.48 per cubic yard blasted free, reflecting both an increase in compensation to the Airport and the substantial value to the Airport of having Christian Hill reduced as an existing and future Part 77 obstruction.

Approval of the amended agreement would allow the Airport to close this chapter after nearly three years of review and negotiation. The agreement preserves the Airport's long-term interests by requiring continued compliance with FAA obligations, maintaining Airport control over safety and operational requirements, requiring appropriate insurance, environmental compliance, and reclamation obligations, and supporting the strategic removal of Christian Hill to enhance future airport development potential.

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**Airport Budgetary Impacts:** Likely increased material revenue (TBD based on production needs)

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**Staff Recommended Action:** Passage of this Order

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### **Previous Meetings and History:**

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### **Attachments:**

Draft Term Sheet

## DRAFT TERM SHEET

Amended and Restated Mineral Lease - Auburn-Lewiston Municipal Airport and Auburn Aggregates, LLC  
Airport-Owned Land: Project Area commonly known as Christian Hill at the Auburn-Lewiston Municipal Airport

### 1. Parties

Landlord: Auburn-Lewiston Municipal Airport, acting by and through its authorizing governing bodies.

Operator: Auburn Aggregates, LLC, or an approved successor or assignee subject to the Airport's written consent and FAA requirements.

### 2. Project Area

The leased premises shall consist of the Airport-owned mineral extraction area commonly known as Christian Hill, as more particularly described and depicted in the final lease exhibits. The Project Area includes the surface and subsurface rights reasonably necessary for the permitted mineral operation.

### 3. Permitted Use

The Project Area may be used solely for mining, quarrying, blasting, processing, stockpiling, and removal of rock, stone, sand, gravel, soil, and earth from the Project Area, together with related equipment, roads, stockpile areas, washing/crushing facilities, and other activities reasonably incidental to the mining operation. Any importation, storage, or processing of off-site materials shall be limited to uses expressly allowed in the lease or otherwise approved in writing by the Airport.

### 4. Term and Extension

The term shall be twenty-five (25) years from the effective date, unless the Project Area is excavated to the agreed termination elevation sooner. If the termination elevation has not been achieved by the end of the initial term, the lease may be extended for one additional period of up to twenty-five (25) years, subject to required permits, FAA and legal compliance, and no uncured operator default.

### 5. Rent, Royalties, and Minimum Annual Guarantee

Operator shall pay a sales royalty of \$0.48 per cubic yard of Project Materials blasted free from the Project Area during the first five years, with CPI adjustments every five years and payment due within thirty (30) days following each blast based on blast reports. Operator shall also be subject to a Minimum Annual Guarantee equal to one-third (1/3) of fair-market-value non-aeronautical ground rent, initially calculated using the Airport's \$300 per acre per month standard rate, resulting in an initial MAG rate of \$100 per acre per month for the Project Area, subject to CPI adjustment and periodic appraisal rights as stated in the lease.

### 6. Airport Materials and Operational Coordination

During each lease year, the Airport may request up to 200 cubic yards of Project Materials at no cost for Airport projects, and suitable stone dust for winter sanding of paved surfaces when reasonably available. Operator must provide at least forty-eight (48) hours written notice of planned blasting and provide blast reports to the Airport Manager within twenty-four (24) hours following each blast.

#### 7. FAA Compliance, Part 77, and Airport Rights

The lease is subordinate to all applicable FAA grant assurances, federal obligations, Airport safety and security requirements, and required federal lease provisions. Operator must eliminate existing FAA Part 77 penetrations within the Project Area within ten (10) years of the effective date and must address any future Part 77 penetrations identified by the Airport. The Airport retains aviation rights and the right to impose operational restrictions required by the FAA, TSA, or Airport safety/security needs.

#### 8. Operator Responsibilities

Operator is responsible, at its sole cost, for all permits, Maine DEP Chapter 378 compliance, stormwater and blasting approvals, FAA Form 7460-1 filings as needed, pre- and post-blast surveys, site security, access controls, insurance, and compliance with all applicable federal, state, local, Airport, FAA, and TSA requirements. Operator must maintain accurate mining and sales records subject to Airport review and audit.

#### 9. Reclamation, Insurance, Indemnification, and Termination

Operator is responsible for reclamation and restoration of the Project Area consistent with Maine DEP requirements and the approved reclamation plan, including annual documentation of required financial assurance. The lease requires commercial general liability, workers' compensation/employer liability, pollution legal liability, additional-insured protections for the Airport and cities, and indemnification for claims arising from Operator's presence, mining activities, environmental conditions caused or exacerbated by Operator, blasting, and lease defaults. The Airport may terminate for payment default, cessation of mining without reclamation, loss of insurance, permit or legal violations, safety/security events, or actions causing FAA compliance violations, subject to applicable cure periods in the lease.