



Auburn Lewiston Municipal Airport

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LOG IN FOR ZOOM MEETING March 8, 2023

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Topic: Auburn Lewiston Airport's Zoom Meeting
Time: March 8, 2023, at 05:30 PM Eastern Time (US and Canada)

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**Auburn Lewiston Municipal Airport
Board of Directors
Workshop & Meeting Agenda
March 8, 2023
Administrative Conference Room 80 Airport Drive, Auburn, Maine**

5:30 P.M. Workshop

- A. Aircraft Excise Tax (Presentation from Allison Navia, Sanford Airport Manager)
- B. FY2024 Operations, FBO, and CIP Budget Discussions (continued)

7:00 P.M. Board of Directors Meeting

- I. **Consent Items** – All items with an asterisk (*) are considered routine and will be enacted by one motion.
 - 1. January 18th Resignation from Board from Brian Pickard (Chamber of Commerce)
 - 2. February 13, 2023 Resignation as Chairman from Robert McCarthy
 - 3. Updated Bylaws dated as of February 2, 2023 as amended
 - 4. AVCOG Board Appointment Letter for Larry Allen, effective March 1, 2023
- II. **Minutes**
 - 1. February 2, 2023 Board Meeting
- III. **Financial Report** – Treasurer
- 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**
 - 1. Authorizing the Airport Manager to execute the self-serve fuel proposal as recommended and extending consulting engineering contracts as necessary to complete the project.
- VII. **New Business**
 - 1. Election of Chair of Board of Directors
 - 2. Resolution authorizing outstanding Accounts Receivable from Mike's Runway Diner to be written off (Total: \$16,515.79)
 - 3. Adoption of Financial Management policy establishing a process for transfer funds between budget lines during a fiscal year

4. Resolution supporting the elimination of the aircraft excise tax in Maine.

VIII. Reports

1. Chairman's Report
2. Board of Directors Reports
3. Airport Manager Report

IX. Executive Sessions

1. Real estate negotiations for potential lease of airport property pursuant to 1 MRSA 405(6)C
2. Real estate negotiations for potential acquisition of property pursuant to 1 MRSA 405(6)C
3. Personnel matter pursuant to 1 MRSA 405(6)A
4. Personnel matter pursuant to 1 MRSA 405(6)A
5. Personnel matter pursuant to 1 MRSA 405(6)A (Airport Manager Review)

X. Adjournment (Next Meeting, March 29, 2023 Budget Workshop)

Executive Session: On occasion, the Board of Directors discusses matters which are required or allowed by State law to be considered in executive session. Executive sessions are not open to the public. The matters that are discussed in executive session are required to be kept confidential until they become a matter of public discussion. In order to go into executive session, a Director must make a motion in public. The motion must be recorded. An executive session is not required to be scheduled in advance as an agenda item, although when it is known at the time that the agenda is finalized, it will be listed on the agenda. The only topics which may be discussed in executive session are those that fall within one of the categories set forth in Title 1 M.R.S.A. Section 405(6). Those applicable are:

A. Discussion of personnel issues

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

D. Labor contracts

E. Contemplated litigation

Title 36: TAXATION

Part 2: PROPERTY TAXES

Chapter 111: AIRCRAFT, HOUSE TRAILERS AND MOTOR VEHICLES

§1482. Excise tax

1. Annual excise tax. An annual excise tax is imposed with respect to each registration year in the following cases.

A. For the privilege of operating an aircraft within the State, each heavier-than-air aircraft or lighter-than-air aircraft operated in this State that is owned or controlled by a resident of this State is subject to an excise tax computed as follows: 9 mills on each dollar of the maker's average equipped price for the first or current year of model; 7 mills for the 2nd year; 5 mills for the 3rd year; 4 mills for the 4th year; and 3 mills for the 5th and succeeding years. The minimum tax is \$10. Nonresidents of this State who operate aircraft within this State for compensation or hire must pay 1/12 of the tax amount computed as required in this paragraph for each calendar month or fraction thereof that the aircraft remains in the State. [2011, c. 610, Pt. A, §7 (AMD).]

A-1. [1991, c. 846, §14 (RP).]

B. For the privilege of operating a mobile home upon the public ways, each mobile home to be so operated is subject to such excise tax as follows: A sum equal to 25 mills on each dollar of the maker's list price for the first or current year of model, 20 mills for the 2nd year, 16 mills for the 3rd year and 12 mills for the 4th year and succeeding years. The minimum tax is \$15. [2011, c. 240, §10 (AMD).]

C. For the privilege of operating a motor vehicle or camper trailer on the public ways, each motor vehicle, other than a stock race car, or each camper trailer to be so operated is subject to excise tax as follows, except as specified in subparagraph (3), (4) or (5): a sum equal to 24 mills on each dollar of the maker's list price for the first or current year of model, 17 1/2 mills for the 2nd year, 13 1/2 mills for the 3rd year, 10 mills for the 4th year, 6 1/2 mills for the 5th year and 4 mills for the 6th and succeeding years. The minimum tax is \$5 for a motor vehicle other than a bicycle with motor attached, \$2.50 for a bicycle with motor attached, \$15 for a camper trailer other than a tent trailer and \$5 for a tent trailer. The excise tax on a stock race car is \$5.

(1) On new registrations of automobiles, trucks and truck tractors, the excise tax payment must be made prior to registration and is for a one-year period from the date of registration.

(2) Vehicles registered under the International Registration Plan are subject to an excise tax determined on a monthly proration basis if their registration period is less than 12 months.

(3) For commercial vehicles manufactured in model year 1996 and after, the amount of excise tax due for trucks or truck tractors registered for more than 26,000 pounds and for Class A special mobile equipment, as defined in Title 29-A, section 101, subsection 70, is based on the purchase price in the original year of title rather than on the list price. Verification of purchase price for the application of excise tax is determined by the initial bill of sale or the state sales tax document provided at point of purchase. The initial bill of sale is that issued by the dealer to the initial purchaser of a new vehicle.

(4) For buses manufactured in model year 2006 and after, the amount of excise tax due is based on the purchase price in the original year of title rather than on the list price. Verification of purchase price for the application of excise tax is determined by the initial bill of sale or the state sales tax document provided at point of purchase. The initial bill of sale is that issued by the dealer to the initial purchaser of a new vehicle.

(5) For trucks or truck tractors registered for more than 26,000 pounds that have been reconstructed using a prepackaged kit that may include a frame, front axle or body but does not include a power train or engine and for which a new certificate of title is required to be issued, the amount of excise tax due is based on the maker's list price of the prepackaged kit.

For motor vehicles being registered pursuant to Title 29-A, section 405, subsection 1, paragraph C, the excise tax must be prorated for the number of months in the registration. [2013, c. 263, §1 (AMD).]

D. [2001, c. 671, §33 (RP).] [2013, c. 263, §1 (AMD) .]

2. Tax 1/2 during certain periods. The excise tax is 1/2 of the amount provided in subsection 1 during the following periods:

A. On a farm truck , as defined in Title 29-A, section 505, subsection 1, with 2 or 3 axles that is used primarily for transportation of agricultural produce grown by the owner on the owner's farm during the last 6 months of a registration year; and [2011, c. 240, §11 (AMD).]

B. On all property subject to excise tax under subsection 1 during the last 4 months of a registration year. [2011, c. 240, §11 (AMD).] [2011, c. 240, §11 (AMD) .]

3. Tax paid for previous registration year. If an excise tax was paid for the previous registration year by the same person on the same vehicle, the excise tax for the new registration year must be assessed as if the vehicle was in its next year of model. [2011, c. 240, §12 (AMD) .]

4. Maker's list price. The maker's list price of a vehicle to be used must be obtained from sources approved by the State Tax Assessor, except for a truck or truck tractor described under subsection 1, paragraph C, subparagraph (5). When the maker's list price of a vehicle is not readily obtainable the State Tax Assessor shall prescribe the maker's list price to be used or the manner in which the maker's list price is determined.

A. At the time of payment of the excise tax prior to a new registration for a new passenger vehicle purchased from a motor vehicle dealer licensed in any state for the sale of new passenger vehicles, the owner shall submit the manufacturer's suggested retail price sticker, or a copy of the sticker, to the excise tax collector. In the case of rental and fleet vehicles, other documentation may be provided at the discretion of the municipal excise tax collector.

This paragraph applies only to those vehicles for which a manufacturer's suggested retail price sticker is required by the Federal Government. [1997, c. 200, §1 (NEW).] [2013, c. 263, §2 (AMD) .]

5. Credits. An owner or lessee who has paid the excise or property tax for a vehicle is entitled to a credit up to the maximum amount of the tax previously paid in that registration year for any

one vehicle toward the tax for any number of vehicles, regardless of the number of transfers that may be required of the owner or lessee in that registration year. The credit is available only if the vehicle's ownership is transferred, the vehicle is totally lost by fire, theft or accident, the vehicle is totally junked or abandoned, the use of the vehicle is totally discontinued or, in the case of a leased vehicle, the registration is transferred.

A. The credit must be given in any place in which the excise tax is payable. [1997, c. 175, §1 (AMD).]

B. For each transfer made in the same registration year, the owner shall pay \$3 to the place in which the excise tax is payable. [2011, c. 240, §13 (AMD).]

C. During the last 4 months of the registration year, the credit may not exceed 1/2 of the maximum amount of the tax previously paid in that registration year for any one vehicle. [2011, c. 240, §13 (AMD).]

D. If the credit available under this subsection exceeds the amount transferred to another vehicle, a municipality may choose, but is not required to refund the excess amount. If a municipality chooses to refund excess amounts it must do so in all instances where there is an excess amount. [2007, c. 83, §1 (RPR).]

E. For the purposes of this subsection, "owner" includes the surviving spouse of the owner. [2011, c. 240, §13 (AMD).]

F. [1987, c. 79, §§6, 7 (RP).]

G. For the purposes of this subsection, "totally discontinued" means that the owner has permanently discontinued all use of the vehicle except for selling, transferring ownership of, junking or abandoning that vehicle. The owner of the vehicle must provide a signed statement attesting that use of the vehicle from which the credit is being transferred is totally discontinued. If the owner who has totally discontinued use of a vehicle later seeks to register that vehicle, no excise tax credits may be applied with respect to the registration of that vehicle or any subsequent transfer of that vehicle's registration. [2015, c. 87, §1 (NEW).] [2015, c. 87, §1 (AMD) .]

6. Payment of tax. Payment of excise tax before property taxes are committed.

A. Where the person seeking to pay the excise tax owned the vehicle other than an automobile truck or truck tractor on or before April 1st, the excise tax must be paid before property taxes for the year in question are committed to the collector, otherwise the owner is subject to a personal property tax. [1979, c. 666, §39 (AMD).]

B. Where the person seeking to pay the excise tax acquired the vehicle other than an automobile, truck or truck tractor after April 1st, or, being a nonresident, brought the vehicle other than an automobile, truck or truck tractor into this State after April 1st, the excise tax may be paid at any time. [1979, c. 666, §39 (AMD).]

C. Where a property tax is paid and later registration of the vehicle is desired, the property tax paid shall be allowed as a credit on the excise tax. [1971, c. 396, (AMD).]

D. Where an excise tax is paid on a mobile home and said mobile home is later in the same year assessed as real estate, the excise tax paid shall be allowed as a credit on the real estate tax. [1975, c. 623, §56-A (RPR).]

E. [2011, c. 240, §14 (RP).] [2011, c. 240, §14 (AMD) .]

7. Special mobile equipment; local option. A municipality may by ordinance refund a portion of the excise tax paid on leased special mobile equipment, as defined by Title 29-A, section 101,

subsection 70, if the person who paid the excise tax provides evidence that the registration has been voluntarily surrendered and cancelled under Title 29-A, section 410. The amount of the refund must be the percentage of the excise tax paid that is equal to the percentage represented by the number of full months remaining in the year of the cancelled registration.
[2001, c. 238, §1 (NEW) .]

SECTION HISTORY

1965, c. 18, §5 (AMD). 1965, c. 378, (AMD). 1969, c. 17, (AMD). 1969, c. 493, (AMD). 1971, c. 396, (AMD). 1973, c. 211, §4 (AMD). 1973, c. 588, §§7-13 (AMD). 1975, c. 252, §17 (AMD). 1975, c. 623, §56A (AMD). 1975, c. 765, §18 (AMD). 1977, c. 324, §2 (AMD). 1977, c. 479, §19 (AMD). 1977, c. 678, §49 (AMD). 1979, c. 80, §7 (AMD). 1979, c. 136, (AMD). 1979, c. 666, §§34-40 (AMD). 1981, c. 107, §§1,2 (AMD). 1985, c. 735, §§5-7 (AMD). 1987, c. 79, §§5-7 (AMD). 1991, c. 846, §§14-16 (AMD). 1993, c. 297, §B6 (AMD). 1993, c. 297, §B7 (AFF). 1995, c. 440, §4 (AMD). 1995, c. 440, §5 (AFF). 1995, c. 645, §B23 (AMD). 1995, c. 645, §B24 (AFF). 1997, c. 175, §1 (AMD). 1997, c. 200, §1 (AMD). 2001, c. 238, §1 (AMD). 2001, c. 671, §§32,33 (AMD). 2007, c. 83, §1 (AMD). 2007, c. 627, §31 (AMD). 2011, c. 240, §§10-14 (AMD). 2011, c. 610, Pt. A, §7 (AMD). 2011, c. 646, §3 (AMD). 2013, c. 263, §§1, 2 (AMD). 2015, c. 87, §1 (AMD).

§1483. Exemptions

The following are exempt from the excise tax:

1. State vehicles. Vehicles owned by this State or by political subdivisions of the State;
[2009, c. 434, §20 (AMD) .]
2. Driver education. Motor vehicles registered by municipalities for use in driver education in the secondary schools or by private secondary schools for use in driver education in those schools;
[2009, c. 434, §20 (AMD) .]
3. Volunteer fire departments. Motor vehicles owned by volunteer fire departments;
4. Dealers or manufacturers. Vehicles owned by bona fide dealers or manufacturers of the vehicles that are held solely for demonstration and sale and constitute stock in trade, and aircraft registered in accordance with Title 6, section 53;
[2009, c. 434, §20 (AMD) .]
5. Transporter registration. Vehicles to be lawfully operated on transporter registration certificates;
[2009, c. 434, §20 (AMD) .]
6. Railroads. Vehicles owned by railroad companies that are subject to the excise tax imposed under chapter 361;
[2009, c. 434, §20 (AMD) .]
7. Benevolent and charitable institutions. Vehicles owned and used solely for their own purposes by benevolent and charitable institutions that are incorporated by this State and entitled to exemption from property tax under section 652, subsection 1;
[2009, c. 434, §20 (AMD) .]

8. Literary and scientific institutions. Vehicles owned and used solely for their own purposes by literary and scientific institutions that are entitled to exemption from property tax under section 652, subsection 1;

[2009, c. 434, §20 (AMD) .]

9. Religious societies. Vehicles owned and used solely for their own purposes by houses of religious worship or religious societies that are entitled to exemption from property tax under section 652, subsection 1, paragraph G;

[2009, c. 434, §20 (AMD) .]

10. Certain nonresidents. Motor vehicles permitted to operate without Maine registration under Title 29-A, section 109;

[1995, c. 65, Pt. A, §138 (AMD); 1995, c. 65, Pt. A, §153 (AFF); 1995, c. 65, Pt. C, §15 (AFF) .]

11. Interstate commerce. Vehicles traveling in the State only in interstate commerce that are owned in a state where an excise or property tax has been paid on the vehicle and that grants to Maine-owned vehicles the exemption provided in this subsection;

[2009, c. 434, §20 (AMD) .]

12. Certain veterans. Automobiles owned by veterans who are granted free registration of those vehicles by the Secretary of State under Title 29-A, section 523, subsection 1;

[2009, c. 434, §20 (AMD) .]

13. Certain buses. Buses used for the transportation of passengers for hire in interstate or intrastate commerce, or both, by carriers engaged in furnishing common carrier passenger service. At the option of the appropriate municipality, those buses may be subject to the excise tax provided in section 1482;

[2009, c. 598, §45 (AMD) .]

14. Antique and experimental aircraft. Antique and experimental aircraft as defined in Title 6, section 3, subsections 10-A and 18-E that are registered in accordance with the provisions of Title 6;

[2009, c. 434, §20 (AMD) .]

15. Adaptive equipment. Adaptive equipment installed on a motor vehicle owned by a disabled person or the family of a disabled person or by a carrier engaged in furnishing passenger service for hire to make that vehicle operable or accessible by a disabled person; and

[2015, c. 267, Pt. BBBB, §2 (AMD) .]

16. Active military stationed in Maine. Vehicles owned, including those jointly owned with a spouse, by a person on active duty serving in the Armed Forces of the United States who is permanently stationed at a military or naval post, station or base in the State. Joint ownership of the vehicle must be indicated in the vehicle's title documentation. A member of the Armed Forces of the United States stationed in the State, or that member's spouse, who desires to register that member's vehicle in this State pursuant to this subsection shall present certification from the commander of the member's post, station or base, or from the commander's designated agent, that the member is permanently stationed at that post, station or base. For purposes of this subsection, "a person on active duty serving in the Armed Forces of the United States" does not include a member of the National Guard or the Reserves of the United States Armed Forces.

[2013, c. 532, §1 (AMD) .]

SECTION HISTORY

1965, c. 135, §1 (AMD). 1965, c. 369, §7 (AMD). 1965, c. 513, §75 (AMD). 1967, c. 63, §2 (AMD). 1977, c. 678, §§50-51 (AMD). 1987, c. 13, (AMD). 1987, c. 507, §§2,6 (AMD). 1987,

c. 769, §A151 (AMD). 1995, c. 12, §§1-3 (AMD). 1995, c. 12, §4 (AFF). 1995, c. 65, §A138 (AMD). 1995, c. 65, §§A153,C15 (AFF). 2007, c. 404, §§1-3 (AMD). 2007, c. 404, §4 (AFF). 2007, c. 627, §32 (AMD). 2009, c. 434, §20 (AMD). 2009, c. 598, §45 (AMD). 2013, c. 532, §1 (AMD). 2015, c. 267, Pt. BBBB, §2 (AMD).

§1484. Place of payment

(CONTAINS TEXT WITH VARYING EFFECTIVE DATES)

The excise tax imposed by this chapter must be paid as provided in this section. [2007, c. 627, §33 (AMD).]

1. Aircraft. The excise tax on an aircraft must be paid to the municipality where the aircraft is based except as follows.

A. If the aircraft is based at an airport owned by a county, the excise tax payments must be paid to that county. [2011, c. 610, Pt. A, §8 (AMD).]

B. If the aircraft is based at the Augusta State Airport, the excise tax payments must be paid to the City of Augusta. [2011, c. 610, Pt. A, §8 (AMD).]

C. [2007, c. 627, §33 (RP).]

For the purposes of this subsection, an aircraft is deemed to be based at the location in the State where it has been hangared, parked, tied down or moored the most nights during the 30-day period of active flying preceding payment of the excise tax. If the aircraft has not been hangared, parked, tied down or moored at a location in the State during the 30-day period of active flying preceding payment, then the aircraft is deemed to be based at the location in the State where it will be hangared, parked, tied down or moored the most nights during the 30-day period of active flying next following payment of the excise tax.

[2011, c. 610, Pt. A, §8 (AMD) .]

§1487. Collection of tax

1. Municipal tax collector. In the case of municipalities, or a municipally owned airport or seaplane base the municipal tax collector or such other person as the municipality may designate shall collect such excise tax and shall deposit the money received with the municipal treasurer monthly.

A. Such collector shall report to the municipal officers at the end of the municipal year, showing the total amount of excise tax collected by him and the amounts applying to each year. [1967, c. 23, (AMD).] [1967, c. 23, (AMD) .]

§1489. Crediting and apportionment of tax received

1. Municipal excise tax account. In municipalities the treasurer shall credit money received from excise taxes to an excise tax account, from which it may be appropriated by the municipality for any purpose for which a municipality may appropriate money.

Title 36: TAXATION
Part 2: PROPERTY TAXES
Chapter 105: CITIES AND TOWNS
Subchapter 4: EXEMPTIONS
[§653](#)

§652. Property of institutions and organizations

1. Property of institutions and organizations. The property of institutions and organizations is exempt from taxation as provided in this subsection.

A. The real estate and personal property owned and occupied or used solely for their own purposes by benevolent and charitable institutions incorporated by this State are exempt from taxation. Such an institution may not be deprived of the right of exemption by reason of the source from which its funds are derived or by reason of limitation in the classes of persons for whose benefit the funds are applied.

For the purposes of this paragraph, "benevolent and charitable institutions" includes, but is not limited to, nonprofit nursing homes licensed by the Department of Health and Human Services pursuant to Title 22, chapter 405, nonprofit residential care facilities licensed by the Department of Health and Human Services pursuant to Title 22, chapter 1663, nonprofit community mental health service facilities licensed by the Commissioner of Health and Human Services pursuant to Title 34-B, chapter 3 and nonprofit child care centers incorporated by this State as benevolent and charitable institutions. For the purposes of this paragraph, "nonprofit" refers to an institution that has been determined by the United States Internal Revenue Service to be exempt from taxation under Section 501(c)(3) of the Code. [2007, c. 627, §20 (AMD).]

B. The real estate and personal property owned and occupied or used solely for their own purposes by literary and scientific institutions are exempt from taxation. If any building or part of a building is used primarily for employee housing, that building, or that part of the building used for employee housing, is not exempt from taxation. [2007, c. 627, §20 (AMD).]

C. Further conditions to the right of exemption under paragraphs A and B are that:

- (1) Any corporation claiming exemption under paragraph A must be organized and conducted exclusively for benevolent and charitable purposes;
- (2) A director, trustee, officer or employee of an organization claiming exemption may not receive directly or indirectly any pecuniary profit from the operation of that organization, except as reasonable compensation for services in effecting its purposes or as a proper beneficiary of its strictly benevolent or charitable purposes;
- (3) All profits derived from the operation of an organization claiming exemption and the proceeds from the sale of its property must be devoted exclusively to the purposes for which it is organized;
- (4) The institution, organization or corporation claiming exemption under this section must file with the assessors upon their request a report for its preceding fiscal year in such detail as the assessors may reasonably require;

(5) An exemption may not be allowed under this section in favor of an agricultural fair association holding pari-mutuel racing meets unless it has qualified the next preceding year as a recipient of a stipend from the Stipend Fund provided in Title 7, section 86;

(6) An exemption allowed under paragraph A or B for real or personal property owned and occupied or used to provide federally subsidized residential rental housing is limited as follows: Federally subsidized residential rental housing placed in service prior to September 1, 1993 by other than a nonprofit housing corporation that is acquired on or after September 1, 1993 by a nonprofit housing corporation and the operation of which is not an unrelated trade or business to that nonprofit housing corporation is eligible for an exemption limited to 50% of the municipal assessed value of that property.

An exemption granted under this subparagraph must be revoked for any year in which the owner of the property is no longer a nonprofit housing corporation or the operation of the residential rental housing is an unrelated trade or business to that nonprofit housing corporation.

(a) For the purposes of this subparagraph, the following terms have the following meanings.

(i) "Federally subsidized residential rental housing" means residential rental housing that is subsidized through project-based rental assistance, operating assistance or interest rate subsidies paid or provided by or on behalf of an agency or department of the Federal Government.

(ii) "Nonprofit housing corporation" means a nonprofit corporation organized in the State that is exempt from tax under Section 501(c)(3) of the Code and has among its corporate purposes the provision of services to people of low income or the construction, rehabilitation, ownership or operation of housing.

(iii) "Residential rental housing" means one or more buildings, together with any facilities functionally related and subordinate to the building or buildings, located on one parcel of land and held in common ownership prior to the conversion to nonprofit status and containing 9 or more similarly constructed residential units offered for rental to the general public for use on other than a transient basis, each of which contains separate and complete facilities for living, sleeping, eating, cooking and sanitation.

(iv) "Unrelated trade or business" means any trade or business whose conduct is not substantially related to the exercise or performance by a nonprofit corporation of the purposes or functions constituting the basis for exemption under Section 501(c)(3) of the Code.

(b) Eligibility of the following property for exemption is not affected by the provisions of this subparagraph:

(i) Property used as a nonprofit nursing home, residential care facility licensed by the Department of Health and Human Services pursuant to Title 22, chapter 1663 or a community living arrangement as defined in Title 30-A, section 4357-A or any property owned by a nonprofit organization licensed or funded by the Department of Health and Human Services to provide services to or for the benefit of persons with mental illness or mental retardation;

(ii) Property used for student housing;

(iii) Property used for parsonages;

(iv) Property that was owned and occupied or used to provide residential rental housing that qualified for exemption under paragraph A or B prior to September 1, 1993; or

(v) Property exempt from taxation under other provisions of law; and

(7) In addition to the requirements of subparagraphs (1) to (4), an exemption is not allowed under paragraph A or B for real or personal property owned and occupied or used to provide residential rental housing that is transferred or placed in service on or after September 1, 1993, unless the property is owned by a nonprofit housing corporation and the operation of the residential rental housing is not an unrelated trade or business to the nonprofit housing corporation.

For the purposes of this subparagraph, the following terms have the following meanings.

(a) "Nonprofit housing corporation" means a nonprofit corporation organized in the State that is exempt from tax under Section 501(c)(3) of the Code and has among its corporate purposes the provision of services to people of low income or the construction, rehabilitation, ownership or operation of housing.

(b) "Residential rental housing" means one or more buildings, together with any facilities functionally related and subordinate to the building or buildings, containing one or more similarly constructed residential units offered for rental to the general public for use on other than a transient basis, each of which contains separate and complete facilities for living, sleeping, eating, cooking and sanitation.

(c) "Unrelated trade or business" means any trade or business whose conduct is not substantially related to the exercise or performance by a nonprofit organization of the purposes constituting the basis for exemption under Section 501(c)(3) of the Code. [2007, c. 627, §20 (AMD).]

D. [1979, c. 467, §3 (RP).]

E. The real estate and personal property owned, occupied and used for their own purposes by posts of the American Legion, Veterans of Foreign Wars, American Veterans, Sons of Union Veterans of the Civil War, Disabled American Veterans and Navy Clubs of the U.S.A. that are used solely by those organizations for meetings, ceremonies or instruction or to further the charitable activities of the organization, including all facilities that are appurtenant to that property and used in connection with those purposes, are exempt from taxation. If an organization is not the sole occupant of the property, the exemption granted under this paragraph applies only to that portion of the property owned, occupied and used by the organization for its purposes.

Further conditions to the right of exemption are that:

(1) A director, trustee, officer or employee of any organization claiming exemption may not receive directly or indirectly any pecuniary profit from the operation of that organization, except as reasonable compensation for services in effecting its purposes or as a proper beneficiary of its purposes;

(2) All profits derived from the operation of the organization and the proceeds from the sale of its property must be devoted exclusively to the purposes for which it is organized; and

(3) The institution, organization or corporation claiming exemption under this paragraph must file with the assessors upon their request a report for its preceding fiscal year in such detail as the assessors may reasonably require. [2007, c. 627, §20 (AMD).]

F. The real estate and personal property owned and occupied or used solely for their own purposes by chambers of commerce or boards of trade in this State are exempt from taxation.

Further conditions to the right of exemption are that:

(1) A director, trustee, officer or employee of any organization claiming exemption may not receive directly or indirectly any pecuniary profit from the operation of that organization, except as reasonable compensation for services in effecting its purposes or as a proper beneficiary of its purposes;

(2) All profits derived from the operation of the organization and the proceeds from the sale of its property must be devoted exclusively to the purposes for which it is organized; and
(3) The institution, organization or corporation claiming exemption under this paragraph must file with the assessors upon their request a report for its preceding fiscal year in such detail as the assessors may reasonably require. [2007, c. 627, §20 (AMD).]

G. Houses of religious worship, including vestries, and the pews and furniture within them; tombs and rights of burial; and property owned and used by a religious society as a parsonage up to the value of \$20,000, and personal property not exceeding \$6,000 in value are exempt from taxation, except that any portion of a parsonage that is rented is subject to taxation. For purposes of this paragraph, "parsonage" means the principal residence provided by a religious society for its cleric whether or not the principal residence is located within the same municipality as the house of religious worship where the cleric regularly conducts religious services. [2007, c. 627, §20 (AMD).]

H. Real estate and personal property owned by or held in trust for fraternal organizations, except college fraternities, operating under the lodge system that are used solely by those fraternal organizations for meetings, ceremonials or religious or moral instruction, including all facilities that are appurtenant to that property and used in connection with those purposes are exempt from taxation. If a building is used in part for those purposes and in part for any other purpose, only the part used for those purposes is exempt.

Further conditions to the right of exemption under this paragraph are that:

(1) A director, trustee, officer or employee of any organization claiming exemption may not receive directly or indirectly any pecuniary profit from the operation of that organization, except as reasonable compensation for services in effecting its purposes or as a proper beneficiary of its purposes;

(2) All profits derived from the operation of the organization and the proceeds from the sale of its property must be devoted exclusively to the purposes for which it is organized; and

(3) The institution, organization or corporation claiming exemption under this paragraph must file with the assessors upon their request a report for its preceding fiscal year in such detail as the assessors may reasonably require. [2007, c. 627, §20 (AMD).]

I. [1979, c. 467, §7 (RP).]

J. The real and personal property owned by one or more of the organizations in paragraphs A and B and E to H and occupied or used solely for their own purposes by one or more other such organizations are exempt from taxation. [2007, c. 627, §20 (AMD).]

K. Except as otherwise provided in this subsection, the real and personal property leased by and occupied or used solely for its own purposes by an incorporated benevolent and charitable organization that is exempt from taxation under section 501 of the Code and the primary purpose of which is the operation of a hospital licensed by the Department of Health and Human Services, a health maintenance organization or a blood bank are exempt from taxation. For property tax years beginning on or after April 1, 2012, the exemption provided by this paragraph does not include real property. [2009, c. 425, §1 (AMD).]

L. [2007, c. 627, §20 (RP).]

[2009, c. 425, §1 (AMD) .]

An organization or institution that desires exemption under this section must file a written application accompanied by written proof of entitlement for each parcel on or before the first day of April in the year in which the exemption is first requested with the assessors of the

municipality in which the property would otherwise be taxable. If granted, the exemption continues in effect until the assessors determine that the organization or institution is no longer qualified. Proof of entitlement must indicate the specific basis upon which exemption is claimed. [2007, c. 627, §20 (AMD).]

SECTION HISTORY

1965, c. 13, (AMD). 1967, c. 64, (AMD). 1967, c. 372, (AMD). 1971, c. 111, (AMD). 1971, c. 475, (AMD). 1973, c. 719, (AMD). 1975, c. 771, §402 (AMD). 1977, c. 487, (AMD). 1979, c. 467, §§2-7 (AMD). 1991, c. 420, (AMD). 1993, c. 286, §1 (AMD). 1993, c. 286, §2 (AFF). 1993, c. 422, §§4,5 (AMD). 1993, c. 572, §1 (AMD). RR 1995, c. 2, §93 (COR). 1995, c. 366, §1 (AMD). 1995, c. 560, §K82 (AMD). 1995, c. 560, §K83 (AFF). 1997, c. 442, §3 (AMD). 1997, c. 668, §20 (AMD). 2001, c. 354, §3 (AMD). 2001, c. 596, §§B23,24 (AMD). 2001, c. 596, §B25 (AFF). 2003, c. 689, §§B6,7 (REV). 2005, c. 563, §16 (AMD). 2005, c. 645, §1 (AMD). 2007, c. 438, §19 (AMD). 2007, c. 627, §20 (AMD). 2009, c. 425, §1 (AMD).

**AUBURN LEWISTON AIRPORT
PROPOSED BUDGET
FY2024**

AIRPORT OPERATIONS BUDGET PROPOSED FY24

	FY2021 APPROVED BUDGET	FY2021 ACTUAL	FY2022 APPROVED BUDGET	FY2022 REVISED BUDGET	UNAUDITED FY2022 ACTUAL	FY2023 APPROVED BUDGET	FY2023 REVISED BUDGET	FY2023 ACTUAL AS OF 1/31/2023	FY2024 PROPOSED BUDGET	% CHANGE
REVENUES										
Operations										
Fees - Fuel Flowage	17,250	10,415	15,000	15,000	14,602	20,000	20,000	7,291	16,400	-22%
Fees - Landings	27,544	20,435	23,788	23,788	25,561	30,000	30,000	18,085	30,000	0%
Christian Hill Materials	67,500	104,535	97,500	97,500	75,258	97,500	97,500	33,449	70,500	-38%
Rental Fees	260,740	264,321	256,540	256,540	270,588	248,290	248,290	145,135	239,830	-4%
Flight Simulator	-	-	-	-	-	-	7,000	10	27,365	100%
	373,034	399,706	392,828	392,828	386,010	395,790	402,790	203,970	384,095	-3%
Non-Operations										
Municipal Subsidy	335,000	335,000	354,000	354,000	354,000	410,000	410,000	358,750	410,000	0%
Tax Sharing	28,000	25,550	27,500	27,500	23,100	28,000	28,000	-	-	0%
Service fees	2,500	245,485	1,500	1,500	103	1,500	1,500	322	800	-88%
Investment Income	1,100	751	1,100	1,100	563	1,100	1,100	1,256	900	-22%
Sale of Assets	-	29,986	-	-	15,800	45,000	45,000	49,170	-	0%
	366,600	636,772	384,100	384,100	393,566	485,600	485,600	409,498	411,700	-18%
TOTAL REVENUES	739,634	1,036,478	776,928	776,928	779,576	881,390	888,390	613,468	795,795	-11%
EXPENDITURES										
Regular Salaries	262,200	251,550	268,918	268,918	233,378	305,107	305,107	157,825	298,944	-2%
Overtime	4,000	3,795	4,000	4,000	4,115	4,000	4,000	788	4,000	0%
Fringe Benefits	107,319	113,207	108,161	108,161	104,134	132,902	132,902	13,660	160,674	17%
Professional Development	9,460	9,460	9,855	9,855	2,200	14,755	14,755	1,873	21,105	30%
Gen/Professional	2,000	425	2,000	2,000	425	2,000	2,000	10,491	41,900	95%
MV Supplies - Gas & Oil	11,350	10,799	15,175	15,175	11,878	12,700	12,700	16,500	16,200	22%
Snow and Ice Control	30,475	17,424	26,488	26,488	9,390	30,988	30,988	-	23,988	-29%
Utilities	35,769	29,872	32,953	32,953	39,145	33,425	33,425	16,555	54,798	39%
Building Maintenance	31,750	47,987	34,000	34,000	19,463	36,800	36,800	39,385	28,900	-27%
Vehicle Maintenance	14,175	32,947	16,675	16,675	38,728	20,875	20,875	19,450	20,031	-4%
Radio Maintenance	5,350	399	5,350	5,350	4,434	3,050	3,050	-	2,600	-17%
Electrical Maintenance	1,000	3,847	1,000	1,000	3,906	5,000	5,000	7,674	5,000	0%
Airfield Maintenance	18,007	252,321	19,033	24,438	23,420	26,710	26,710	11,848	35,510	25%
Computer / Office Machine	7,000	9,926	7,000	7,000	11,814	20,000	20,000	14,680	7,000	-186%
Pavement Maintenance	8,798	272	8,798	8,798	-	7,298	7,298	-	2,910	-151%
Advertising and Promo	9,500	5,399	6,500	9,065	2,162	12,500	12,500	5,646	10,000	-25%
Professional Services	7,000	14,422	15,000	15,000	18,354	15,000	15,000	17,345	35,500	58%
Legal Services	5,000	9,527	7,500	7,500	7,704	15,000	15,000	15,672	42,000	64%
Hanger Lease	115,000	36,111	115,000	115,000	33,050	115,000	115,000	-	115,000	0%
Office Supplies	5,600	2,549	5,600	5,600	4,470	4,600	4,600	2,990	4,787	4%
Telephone and Internet	4,850	3,312	5,310	5,310	6,899	6,260	6,260	1,887	4,500	-39%
Insurance Premiums	40,278	36,947	40,278	40,278	67,495	41,486	41,486	20,397	26,268	-58%
Depreciation	-	666,427	-	-	-	-	-	-	-	0%
TOTAL EXPENDITURES	735,881	1,558,923	754,594	762,564	646,564	865,456	865,456	374,666	961,615	10%
OVER / UNDER	3,753	(522,445)	22,334	14,364	133,011	15,934	22,934	238,802	(165,820)	

AUBURN LEWISTON AIRPORT

PROPOSED BUDGET

	FY2021	FY2022	FY2022	FY2024	FY2023	FY2023	FY2023	FY2024	%	
	APPROVED	APPROVED	REVISED	UNAUDITED	APPROVED	REVISED	ACTUAL	PROPOSED	%	
	BUDGET	BUDGET	BUDGET	FY2022	BUDGET	BUDGET	AS OF 1/31/2023	BUDGET	CHANGE	
	APPROVED	APPROVED	REVISED	FY2022	APPROVED	REVISED	ACTUAL	PROPOSED	%	
	BUDGET	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	AS OF 1/31/2023	BUDGET	CHANGE	
FBO BUDGET										
REVENUES										
Fuel and Oil Sales	834,383	468,942	671,250	671,250	780,048	1,066,000	1,066,000	428,327	1,271,960	16%
Tie Down & Hanger Fees	33,125	33,764	33,125	33,125	31,439	35,000	35,000	25,822	70,000	50%
Catering	2,500	1,129	2,500	2,500	886	2,500	2,500	1,134	400	-525%
After Hour Call Out	4,000	3,100	4,000	4,000	7,077	6,000	6,000	7,940	5,625	-7%
Flight Services	6,000	2,129	3,750	3,750	930	6,475	6,475	120	6,620	2%
Dirigo Aerospace Solutions									7,200	
Rental Car	4,930	1,389	5,500	5,500	2,231	-	-	1,519	3,340	100%
TOTAL REVENUES	884,938	510,453	720,125	720,125	822,611	1,115,975	1,115,975	464,863	1,365,145	18%
EXPENDITURES										
Regular Salaries	189,800	178,763	185,318	185,318	183,418	232,398	232,398	130,460	241,699	4%
Overtime	4,000	1,081	4,000	4,000	6,260	4,000	4,000	3,974	4,000	0%
Fringe Benefits	65,795	54,780	65,445	65,445	49,117	148,133	148,133	25,914	91,151	-63%
Insurance Premium MEMIC									16,757	100%
Advertising	6,500	868	6,500	9,065	937	6,000	8,565	18	4,837	-24%
Meals	3,255	331	3,255	3,255	987	15,700	15,700	150	1,267	-1139%
Plant Equipment	2,065	536	2,065	2,065	2,788	2,065	7,838	1,169	2,065	0%
Ground Support Equipment	20,200	26,712	21,400	21,400	72,326	22,400	25,516	21,486	18,358	-22%
Fuels & Oils	574,595	329,406	436,051	436,051	594,712	691,201	697,125	312,459	891,465	22%
Supplies Aircraft Maintenance	4,000	940	1,500	1,500	63	849	849	149	-	#DIV/0!
Utilities	16,428	13,208	16,428	16,428	14,705	16,163	16,163	6,940	12,975	-25%
	886,638	606,624	741,962	744,527	925,313	1,138,909	1,156,287	502,719	1,284,574	11%
OVER / UNDER	(1,700)	(96,171)	(21,837)	(24,402)	(102,702)	(22,934)	(40,312)	(37,856)	80,571	

AUBURN CIP

Auburn/
Lewiston

Auburn/Lewiston

Hoyle Tanner

Airport Mgr

Level I

GCA Begin Date:

7/1/18

KLEW

Municipal
Airport

Suzy Sheppard
Gale Associates

James Scheller

GCA Ordering Period Expiration:

7/1/22

GCA Expiration:

6/30/23

August 22

WIN	Year	Starting Funds	Annual Contributions	Available Funds	Project Description	Total Project Costs	FAA Funds Used	State Share	Town Share	Funds Remaining	Project funds Needed
	2021				Carry Over					\$0	
	2022 AIP	\$0	\$150,000	\$150,000	Save	\$0	\$0	\$0	\$0	\$150,000	\$0
	2022 BIL		\$295,000	\$295,000	Hangar Door and PACS	\$180,000	\$162,000	\$9,000	\$9,000	\$133,000	\$0
18684.05	2023 AIP	\$150,000	\$150,000	\$300,000	Master Plan Update and Obstruction Analysis	\$333,333	\$300,000	\$16,667	\$16,667	\$0	\$0
	2023 BIL	\$133,000	\$295,000	\$428,000	4-22 RW Pavement Maintenance - crack seal	\$150,000	\$135,000	\$7,500	\$7,500	\$293,000	\$0
	2023 workforce				A&P School	\$537,500	\$0	\$25,000	\$12,500		\$500,000
	2023 CDF				Hangar Building	\$1,760,000	\$0	\$80,000	\$80,000		\$1,600,000
	2023 ATP				Terminal Bldg Renovations/Additions	\$1,680,000	\$0	\$40,000	\$40,000	\$0	\$1,600,000
	2024 AIP	\$0	\$150,000	\$150,000	Design & Permit Airfield Wildlife Fence	\$166,667	\$150,000	\$8,333	\$8,333	\$0	\$0
	2024 BIL	\$293,000	\$295,000	\$588,000	Construct Airfield Wildlife Fence	\$403,333	\$363,000	\$20,167	\$20,167	\$225,000	\$0
	2024 BIL	\$225,000	-	\$225,000	Environmental Assessment RW 4-22	\$250,000	\$225,000	\$12,500	\$12,500	\$0	\$0
	2025 AIP	\$0	\$150,000	\$150,000	Extend RW 4-22 (Design & Permit)	\$500,000	\$150,000	\$25,000	\$25,000	\$0	\$300,000
	2025 BIL	\$0	\$295,000	\$295,000	Pavement Markings	\$125,000	\$112,500	\$6,250	\$6,250	\$182,500	\$0
	2025 discretionary	\$0	\$0	\$0	Reimbursable agreement, Design for RW 4-22 Extension	\$150,000	\$0	\$7,500	\$7,500	\$0	\$135,000
	2025 discretionary	\$0	\$0	\$0	Land Acquisition and Easements	\$500,000	\$0	\$25,000	\$25,000	\$0	\$450,000
	2026 AIP	\$0	\$150,000	\$150,000	Extend RW 4-22 (Construction)	\$16,350,000	\$150,000	\$817,500	\$817,500	\$0	\$14,565,000
	2026 discretionary	\$0	\$0	\$0	Reimbursable agreement, Construction for RW 4-22 Extension	\$500,000	\$0	\$25,000	\$25,000	\$0	\$450,000
	2026 BIL	\$182,500	\$295,000	\$477,500	Pavement Maintenance	\$530,556	\$477,500	\$26,528	\$26,528	\$0	\$0
	2027 AIP	\$0	\$150,000	\$150,000	SRE Building	\$1,000,000	\$150,000	\$50,000	\$50,000	\$0	\$750,000
	2028 AIP	\$0	\$150,000	\$150,000	Acquire SRE	\$0	\$0	\$0	\$0	\$150,000	\$0

AUBURN CIP NOTES

Notes:

Need to do consultant selection for Master Plan and Obstruction Analysis
AMP needs to look at history of tree clearing projects on R-22
Possibly install wildlife skirting on fence instead of replacing fence.
Land acquisition needed for RW extension?
Does LEW need new bid for reselection on hangar doors? (FAA decision)
Gale will submit ATP grant - which will not cover parking lot areas
FAA can reconfigure gate but cannot participate in administrative space
Elite Airways is likely moving from PWM to LEW - CRJ and 737 aircraft
RFP is needed for physical access card system; to be funded by AIP grant; Estimated at \$100,000
Will FAA fund the PAC access control system?
A&P school under aviation workforce development grant program
Need EA for commercial service operations
Runway extension study done in 2009
Jet operations: noise levels.
Need ADSB receiver
Build some de-icing capacity
Anticipating 10,000 enplanements
Master Plan EA, part 150 noise study, EMAS system for Elite, multi-modal build out
Part 150 would need to be a separate study dependent on the runway extension
Elite would do an independent Part 150. FAA does not have authority, but needs to do an EA for initiation of service

Airport Capital Improvement Budget Plan FY 2023 to FY 2027

Line Number	Priority	General area	Description	Total of Project	Local Funding					Federal and/or State Portion
					Funded Through Prior Year CIP Surplus	Estimated Funding Through Public Debt (Bond)	Estimated Funding Through Private Debt (Mortgage)	Estimated Funding Through Fund Balance	Estimated Funding Through Sponsor Operation	
Proposed for FY2022										
1		Reconstruct Aircraft Parking Apron	East Aircraft Parking Apron (FAR Participation)	1,360,000.00		410,000.00			47,500.00	902,500.00
1		Update Snow Removal Equipment	Replace Wheeled Bucket Loader and Snow Pusher Attachment	350,000.00		350,000.00				
1		Master Plan Update	Masterplan Update	300,000.00					15,000.00	285,000.00
2		Hangar Roof Replacement	Replace Metal Roof on FBO Bldg.	60,000.00				60,000.00		
1		Service Vehicle	Replace Pickup	40,000.00					40,000.00	
Total				2,110,000.00	-	760,000.00	-	60,000.00	102,500.00	1,187,500.00
Proposed for FY2023										
1		Reconstruct Aircraft Parking Apron	East Aircraft Parking Apron (Local only)	525,000.00		525,000.00				
1		Reconstruct Landside Parking Lot	Finish Terminal Landside Parking Area	500,000.00		500,000.00				
1		Service Vehicle	Replace Pickup	40,000.00					40,000.00	
2		Hangar Door Repair	Retrofit door and opening hardware to replace 40 year old system.	150,000.00		150,000.00				
2		New Hanger Roof	Roof of only heated hanger storage is getting too old	60,000.00					60,000.00	165,000.00
Total				1,275,000.00	-	1,175,000.00	-	-	100,000.00	165,000.00
Proposed for FY2024										
2		Construction- Vehicle Storage	Additional Vehicle Storage and larger doors	500,000.00		500,000.00				
1		Aircraft Hangar (Nested T)	Construct Nested Hangar, 8 to 10 NFPA 409 Design Group III (wing span <50ft tail depth <35 tail height <18ft)	750,000.00			750,000.00			
2		Replace Perimeter Fence	Replace worst mile of Perimeter Fence	35,000.00				35,000.00		
Proposed for FY2025										
1		Construction- Fuel Storage	Construct Above-ground Storage for Diesel and Unleaded fuels - nonrevenue	500,000.00		500,000.00				
1		Aircraft Hangar (Corporate)	Construct Corporate Hangar, NFPA 409 Design Group II (wing span <100ft tail depth <100 tail height <30ft)	1,200,000.00			1,200,000.00			
2		Service Vehicle	Replace Airport Managers Vehicle	35,000.00				35,000.00		
				-						
		Master Plan place holder	As dictated by MP Update for technology and communication upgrades and changes on environmental rules	300,000.00					15,000.00	285,000.00
Total				2,035,000.00	-	500,000.00	1,200,000.00	35,000.00	15,000.00	285,000.00
Proposed for FY2026										
		Pavement Maintenance	Seal with GSB 88 and repaint Runways and Taxiways	800,000.00					40,000.00	760,000.00
				-						
				-						
				-						
Total				800,000.00	-	-	-	-	40,000.00	760,000.00
Proposed for FY 2027										
1		New roof on Bldg 5	Big hanger roof has a 20 year life. It is approaching that.	300,000.00					300,000.00	

KLEW CIP BIL

Year	Yearly NPE and AIG Funds	Project Description	Available Funds	Total Project Costs	NPE and AIG Funding Used	State Share	Town Share	Funds Remaining	Project funds Needed
2022 NPE	\$150,000	Save	\$150,000	\$0	\$0	\$0	\$0	\$150,000	\$0
2022 AIG	\$295,000	Hangar Door and PACS	\$295,000	\$180,000	\$162,000	\$9,000	\$9,000	\$133,000	\$0
2022 ATP		Terminal Building Renovations/Additions		\$1,600,000	\$0	\$40,000	\$40,000		\$1,520,000
2023 NPE	\$150,000	Master Plan Update and Obstruction Analysis	\$300,000	\$333,333	\$300,000	\$16,667	\$16,667	\$0	\$0
2023 AIG	\$295,000	Pavement Maintenance	\$428,000	\$150,000	\$135,000	\$7,500	\$7,500	\$293,000	\$0
2023 workforce		A&P school		\$500,000	\$0	\$25,000	\$25,000	\$0	\$450,000
2023 earmark		Hangar Building		\$1,600,000	\$0	\$80,000	\$80,000	\$0	\$1,440,000
2024 NPE	\$150,000	Design & Permitting Airfield Wildlife Fence	\$150,000	\$166,667	\$150,000	\$8,333	\$8,333	\$0	\$0
2024 AIG	\$295,000	Construction Airfield Wildlife Fence	\$588,000	\$403,333	\$363,000	\$20,167	\$20,167	\$225,000	\$0
2024 AIG		Environmental Assessment - R/W 4-22	\$225,000	\$250,000	\$225,000	\$12,500	\$12,500	\$0	\$0
2025 NPE/Discretionary	\$150,000	Extend Runway 4-22	\$150,000	\$17,500,000	\$150,000	\$875,000	\$875,000	\$0	\$15,600,000
2025 AIG	\$295,000	Pavement Markings	\$295,000	\$125,000	\$112,500	\$6,250	\$6,250	\$182,500	\$0
2026 NPE/Discretionary	\$150,000	SRE Building	\$150,000	\$1,000,000	\$150,000	\$50,000	\$50,000	\$0	\$750,000
2026 AIG	\$295,000	Pavement Maintenance	\$477,500	\$530,556	\$477,500	\$26,528	\$26,528	\$0	\$0
2027 NPE	\$150,000	Acquire SRE	\$150,000	\$700,000	\$150,000	\$35,000	\$35,000	\$0	\$480,000

Need of additional funding*
(such as discretionary, apportionment, or multi-year grant)

FBO FY 24 RESPONSE TO 2/2/23 BOARD MEETING

- Org Chart for both FBO and Operations – attached.
- Position Descriptions & Rate of Pay for positions in Org Chart, including Open Roles –attached job descriptions and Excel Budget sheet for rates.
- Difference in line supervisor annual pay with FY24 % increase vs. Salary of proposed FBO Supervisor – \$45966.44 actual vs. salary range of \$49,000-\$52,000
- Fringe as a % of Wages FBO – 20.13%
- What changed in Fringe to make budget increase from \$90k to \$148k? See Budget Update
- # of Employees on Family Plan, Single Plan, waiver payment – see Fringe Benefits Excel Sheet
- Airport cost of each – Family Plan, Single Plan, waiver payment - see Fringe Benefits Excel Sheet
- # of Employees on ICMA, # on MEPERS- see Fringe Benefits Excel Sheet
- Amount for Fees & Premiums for Fringe Insurances broke out payment - see Fringe Benefits Excel Sheet
- Cost of each of the above broke out by Dental/Health/Vision/etc. - see Fringe Benefits Excel Sheet
- Dates each insurance policy is effective - see Fringe Benefits Excel Sheet
- Advertising \$'s – where/expense/frequency/projected value to airport See Budget Update
- Rough estimate of each employee's time FBO to Operations by position/etc. Ops Supervisor 63hr/yr. – all others are performing duties within job descriptions.
- Meals and entertainment line for employees as budget line item - this line item was deleted.
- Catering for pilots and passengers as separate budget line item – This contains expenses for Cheesy Skillet, Airport made Coffee and Take Out picked up by Airport staff for Aircraft flying in.
- \$1800 for plant equipment in FY23 – let Tracy know what expense is – see PE G/L Acct Detail
- Provide RFP on Titan and who else was included on RFP (check meeting minutes) RFP for fuel provider not published due to legal administration default procedures. Default cured and contract resumed with current provider. RFP scheduled for July 2023
- Why a decrease in budget \$ for GSE? Lavatory Cart 1 time purchase, less maintenance on newer truck when agreement with Avfuel terminates and another provider in use. See GSE G/L Acct Detail.
- Detail FY24 expenses for GSE vs. FY23. Addressed Above.
- Lavatory Cart should be asset, not operational. Get booked to asset. Need to understand intent.
- Excel sheet for fuel volumes (gallons not \$'s) – already presented in gallons.
- Excel fuel report sent direct not .pdf format – included this way going forward.
- Projections/Forecasts for FY24 on volume of fuel sales by month using history and trends - See Excel Sheet Fuel Forecast
- FY21-FY23 total gallons by type (Jet A or Avgas), purchased (Avfuel), total expense (Avfuel), total sold gallons, total sales \$, gross profit margin on fuel sales, actual profit realized – attached.
- CMP – new electricity provider name/kwh price/copy of contract - attached.
- FY24 Rate Sheet – tie downs, landing, hangar, callout, GPU, lavatory, simulator, deicing, etc. – attached.

- Copy of Contracts of rental cars -attached.
- Copy of RFI provided for rental cars – Airport Manager established contracts with Hertz/Enterprise/GO rentals. All rental car companies licensed to do business in the State of Maine are welcome. Manager reaches out to rental car companies to establish operating agreement with other entities who come on site.

OPERATIONS FY 24 RESPONSE TO 2/2/23 BOARD MEETING

- Expense in budget for Internet Marketing/Advertising is - \$5000.
- Insurance Rate information - budget 31% increase -see break outs of fees/premiums - see Fringe Benefits Excel Sheet
- # of Employees on Family Plan, Single Plan, waiver payment, etc. see Fringe Benefits Excel Sheet
- Airport Cost of each – Family Plan, Single Plan, waiver payment - see Fringe Benefits Excel Sheet
- Fringe as a % of Wages Operations – 41.50%
- # of Employees on ICMA, # on MEPERS - see Fringe Benefits Excel Sheet
- Amount for Fees & Premiums for Fringe Insurances broke out - see Fringe Benefits Excel Sheet
- Cost of each for above broke out by Dental/Health/Vision/etc. - see Fringe Benefits Excel Sheet
- Dates each insurance policy is effective. Jan – Dec: Workers Comp & MMA Dues. July 1 – June 30: Liability, Property Casualty, Auto, Public Officials, Airport General Liability, Hangar Keepers.
- Worker’s Comp broke out by FBO vs. Operations – attached.
- Rate of FBO employee workers comp vs. Operations vs. Admin -attached.
RKO increase for FY24 - Ms. Eastman advised to use same number as this year, \$17000.
- Lewiston provided the Airport an Employee Handbook and Job Descriptions per Tracy/Heather - The Airport never received a Handbook specifically for the Airport. The Board formed a Committee of Mary LaFontaine, Heather Hunter, and Bettyann Sheats. The Committee never provided a completed handbook nor provide feedback on the status. The board must approve any Employee handbook. This was last one done in 2017 and is still in use.
- Scope of work provided for HR Funds for FY24 - attached.
- Scope of work for Legal fees Land Purchases/Leases – estimates for those expenses. Provided email and sample attorney agreement.
- \$10k in budget for corrective actions for Jorge’s Land Use Inspection – These funds were appropriated for Land Appraisal, not Corrective Action fees.
- Attorney fees anticipated for each- Jorge’s findings, Elite lease, takeover of Elite lease, NGL, etc. Provided email and sample attorney agreement.
- RFP for legal services down the road instead of Burnstein Shur – who do others use? Current General Council provides discount for services. RFP for specialty will be done when necessary. Current Council can aid on Airport legal matters.
- Scope of legal services for above to be provided - attached email sample attorney agreement.

- Agreement/Contract with Airport and Cities on loan payment for Hangar #5 - attached for LEW & AUB
- Detailed \$'s for each line item in General Professional (Munis) and to whom for what service – Contract Services (on James' sheet)- engineering on call (\$10,000), APP-139 (\$4000) now in Airfield Maintenance, Virtower (\$6100), Custodial Services (\$10,000), Uniform Service (\$10,000), Annual Tank Inspection (\$5800)
- FBO Partners final presentation to the Board - On Hold
- Take out APP-139 from Contract Services and put to Airfield Maintenance – see updated budget.
- Date of Approval of Minutes for Vir Tower to be presented –attached.
- Add Scissor Lift expense in FY24 budget – added to Vehicle Maintenance – see updated budget.
- Flight simulator # of anticipated hours – income from that – 421 hrs at \$65/hr = \$27365 – see updated budget.
- Land Fund to be Reconciled – Bank \$ vs. Excel sheet for local & FAA projects - attached.
- The amount of outstanding payables for Land Fund - attached.
- The amount owed to Land Fund (FAA, other) - needed for reconciliation - attached.
- Land Fund Governance document on how/when to be used – attached FAA Witte Letter
- Management recommends adding \$45000 line item for self-insured unemployment expenses.



Auburn Lewiston Municipal Airport

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

LOG IN FOR ZOOM MEETING March 8, 2023

THE MEETING IS NO LONGER HYBRID. YOU MAY VIEW THE MEETING ON ZOOM ONLY. THERE WILL BE NO PARTICIPATION PERMITTED VIA THIS METHOD.

THOSE WISHING TO ATTEND IN-PERSON MAY APPEAR AT AUBURN LEWISTON AIRPORT, 80 AIRPORT DRIVE, AUBURN MAINE, IN THE TERMINAL BUILDING.

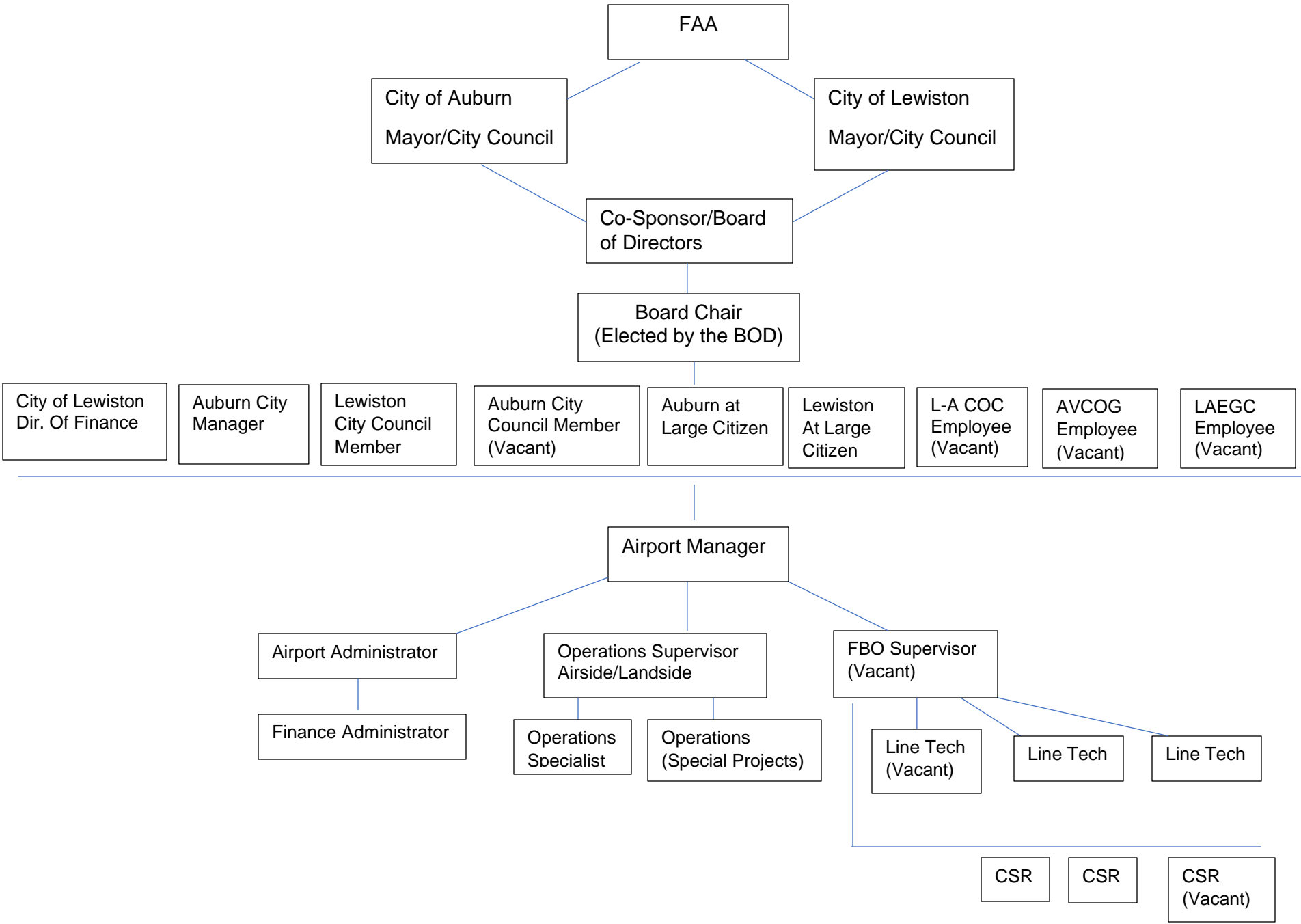
FOR THOSE WISHING TO VIEW VIA ZOOM, NO PRE-REGISTRATION IS REQUIRED. HOWEVER, YOU MUST PROVIDE A VALID FIRST AND LAST NAME IN ORDER TO BE ADMITTED INTO THE MEETING

Topic: Auburn Lewiston Airport's Zoom Meeting
Time: March 8, 2023, at 05:30 PM Eastern Time (US and Canada)

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

Join Zoom Meeting <https://us02web.zoom.us/j/87548027075>

AIRPORT ORGANIZATIONAL CHART



Airport Secretary Job Description

Goal

Maintain the administrative records of the airport including general secretarial, clerical, and basic accounting duties.

General Duties

Under limited supervision of the Airport Manager, performs highly responsible administrative and secretarial work with a great degree of independence. General duties at the Auburn-Lewiston Municipal Airport include, but are not limited to, the following:

greeting and assisting the visiting public
types reports, memos, letters & other documents
proofreads documents for spelling, grammar, & format
records & transcribes minutes of airport board meetings
carries out various analyses of administrative data
maintains confidential and public records for the airport
assists in the preparation of the airport's annual budget

maintains airport's databases
operates general office equipment
responsible for accounts payable and receivable
collects, deposits, and maintains bank accounts
maintains office supplies and meets with vendors
answers phone calls, takes messages as necessary
distributes mail

Under limited supervision, operate related equipment in the performance of said duties. Equipment or skills that are likely to be used, or learned to be used, in doing these duties include, but are not limited to, the following:

general computer operation
word processing, spreadsheet, & accounting software
office equipment (computer, fax, adding machine...)
organizational abilities
time management abilities
oral and written communications skills
ability to handle confidential information
strong basic math skills

strong basic writing skills
familiarity with city personnel and their roles
problem solving abilities
ability to take the initiative when appropriate
professional appearance
courteous conduct
positive attitude

Relationships to Others

Reports directly to Airport Manager for work assignments. Must be able to work with co-workers in a team atmosphere. Will communicate respectfully with both internal and external (i.e., public) customers. Must seek approval from Airport Manager prior to the expenditure of money on equipment, supplies, materials, etc. for the airport. Must seek approval from Airport Manager for overtime.

Qualifications

High school diploma required. Ability to follow oral and written instructions (in English). Ability to work alone without continuous supervision in a safe manner in compliance with OSHA requirements. Ability to learn the operation of a variety of office equipment and be able to subsequently operate it without supervision. Ability to work well and communicate with others. In possession of a valid Maine driver's license.

Auburn-Lewiston Municipal Airport Customer Service Representative

GENERAL SUMMARY:

Performs and/or participates in a wide variety of aircraft servicing, ground handling and related aviation and airport service activities to provide complete, safe, efficient and high quality support to aircrews, passengers, airport tenants, and others using Auburn-Lewiston Airport. Maybe asked to work nights, weekends, holidays, and irregular shifts.

Customer Service Representative is the entry and trainee level of the Customer Service Representative series. Under immediate supervision, Customer Service Representatives learn operations procedures for aircraft fueling and other equipment, acquire a working knowledge of the rules and regulations related to airport and aircraft operations, and are trained in airport safety and emergency response procedures.

RESPONSIBILITIES Duties may include, but are not limited to, the following:

- Greet, passengers/crew with aircraft arriving or departing ramp area.
- Facilitates and Assists passengers with boarding and deplaning process
- Create and book transportation and lodging reservations as required for incoming passengers and flight crews
- Ensures FAA and airport regulations including safety/security measures are followed while loading and unloading all flights
- Logs in fuel tickets and completes sales transactions
- Assist with wing-walking and ground guide duties as required.
- Gather and provide information to airport users regarding local air traffic procedures, arrival and departure routes, noise abatement procedures, weather conditions, airport facilities, and other local services.
- Gathers and provides tourism information to the general public
- Monitor airport activities, aircraft, and fueling operations to ensure safety and compliance with FAA and local regulations.
- Provide assistance and support for distressed or disabled aircraft and assist in emergency operations by providing first aid, operating rescue equipment, operating radio, providing information, and notifying fire and other emergency services.
- Maintain records on airport supplies, facilities, services, and equipment utilization including traffic, hangar rental, fees, and airport supplies.
- May be on-call in the event of an airport emergency including snow removal
- Communication with general public and other employees in a professional manner
- Use a computer to enter and retrieve information.
- Order and monitor supplies for airport maintenance and facilities.
- Represent the Auburn-Lewiston Airport in a creditable, professional manner always.
- Perform related duties as assigned.

SPECIFICATIONS:

KNOWLEDGE:

- Understands what constitutes professional personal appearance and achieve it
- Demonstrates excellent interpersonal and verbal communication skills
- Understands basic tourism concepts
- Possesses basic computer skills with the ability to grasp easily the functionality and concepts of company software
- Accepted emergency practices, procedures, and regulations including First Aid, CPR, and aircraft fire fighting and rescue techniques

SKILL/ABILITY TO:

- Ability to perform in a fast-paced environment while maintaining a professional and effective approach to high-stress situations
- Must be self-motivated and detail oriented, work independently with little supervision with a positive/cooperative attitude and be able to function effectively as a team member
- Perform support tasks including keeping accurate records, making arithmetic calculations, and filing
- Practice professional communication using telephone, email, and other technologies
- Apply safety rules, procedures, and practices
- Follow oral and written instructions including safety rules, procedures, and practices
- Write accurate and detailed reports and using a computer
- Respond appropriately in emergency situations

EDUCATION:

(A) High School Diploma or GED equivalent.

(B) Any combination of experience and training which demonstrates the knowledge and experience to perform work.

LICENSE/CLEARANCE:

Must be able to pass a 10 –year criminal background check and maintain security clearances for working at an airport.

Must be able to meet FAA drug and alcohol policy requirements.

EXPERIENCE:

Six months of experience in airport operations, airport security, or airport safety are desired

Directly related professional experience that involves complex situations in a very high noise environment may substitute for the above work experience/education requirement on a year-for-year basis.

COMPLEXITY:

Work consists of standard procedures and tasks where analytic ability is required in following guidelines, policies, and procedures.

SUPERVISION EXERCISED:

Direct Supervision: No direct report employees.

Indirect Supervision: May be asked to assist temporary employees

PHYSICAL EFFORT:

The position routinely requires lifting of moderately heavy items, such as bags of material (up to 60 pounds) and/or very long periods of walking on rough surfaces on a routine basis.

WORK ENVIRONMENT:

There are routine discomforts from exposure to extremes of heat, cold, moisture/wetness, and unpleasant air conditions. The position may involve routine exposure to soiled materials and light chemical substances such as cleaning solutions.

PHYSICAL SKILL:

Requires the ability to make coordinated gross motor movements in response to changing external stimuli within moderately demanding tolerances; or the ability to make coordinated eye/hand movements on a patterned response space within low tolerance demands with no real speed requirements. Must have good visual (correctable to 20/20) and auditory function; cannot be colorblind.

PAY AND BENEFITS

SALARY:

	Minimum	Mid-Point	Maximum
Hourly	\$14.50	\$17.00	\$19.00
Yearly	\$30,160.00	\$35,360.00	\$39,520.00

DIFFERENTIAL PAY:

An additional fifty cents (\$0.50) per hour will be paid for each major certification earned above the minimum requirement for this position. This is limited to knowledge and skill certifications associated with the position.

BENEFITS:

Benefits include Health, Dental, and Vision Insurance plans, Retirement Plans, Vacation, Sick time, and a uniform allowance. All benefits are contained in the current Employee Handbook.

Auburn-Lewiston Municipal Airport Aircraft Line Service Technician I

GENERAL SUMMARY:

Performs and/or participates in a wide variety of aircraft servicing, ground handling and related aviation and airport service activities to provide complete, safe, efficient and high quality support to aircrews, passengers, airport tenants, and others using Auburn-Lewiston Airport. May be asked to work nights weekends, holidays, and irregular shifts.

Aircraft Line Service Technician I is the entry and trainee level of the Line Service Specialist series. Under immediate supervision, Line Service Technician I learn operations and maintenance procedures for aircraft fueling and other equipment, acquire a working knowledge of the rules and regulations related to airport and aircraft operations, and are trained in airport safety and emergency response procedures. This class is flexibly staffed with the II level and incumbents are expected to advance to the higher level after gaining experience and demonstrating proficiency.

RESPONSIBILITIES Duties may include, but are not limited to, the following:

- Greet, park, tow, move and marshal aircraft arriving or departing ramp area.
- Dispense fuel and oil to aircraft and perform routine service including cleaning windows
- Provide shuttle service for passengers/crew as required.
- Assist with customer service duties as required.
- Provide “owner” level service for aircraft as requested.
- Assist passengers and/or crew with baggage/cargo as needed.
- Assist with general cleaning and clearing of debris from ramp, building and customer areas.
- Assist with wing-walking and ground guide duties as required.
- Operate a variety of motor vehicles such as Snow removal equipment, dump trucks, pickup trucks, sweeping machines, light equipment, and other related equipment.
- Gather and provide information to airport users regarding local air traffic procedures, arrival and departure routes, noise abatement procedures, weather conditions, airport facilities and other local services.
- Monitor airport activities, aircraft, and fueling operations to ensure safety and compliance with FAA and local regulations.
- Provide ground support and assistance to the flying public and their passengers.
- Provide assistance and support for distressed or disabled aircraft and assist in emergency operations by providing first aid, operating rescue equipment, operating radio, providing information, and notifying fire and other emergency services.
- Explain and enforce Auburn-Lewiston Airport rules and regulations.
- Receive and process complaints such as noise abatement resolving situations when able, providing information, and maintaining accurate records for referral when applicable.

- Maintain records on airport supplies, facilities, services, and equipment utilization including traffic, hangar rental, fees, and airport supplies.
- May be on-call in the event of an airport emergency including snow removal
- Use a computer to enter and retrieve information
- Order and monitor supplies for airport maintenance and facilities.
- Represent the Auburn-Lewiston Airport in a creditable, professional manner always.
- Perform related duties as assigned.

SPECIFICATIONS:

KNOWLEDGE:

- Federal Aviation Administration regulations
- Airport safety and operations procedures, including air traffic control and crash, fire, and rescue procedures.
- Ground keeping repair and maintenance
- Record keeping principles and methods
- Operations and Maintenance of airport vehicles, equipment, facilities and grounds
- Accepted emergency practices, procedures, and regulations including First Aid, CPR, and aircraft fire fighting and rescue techniques

SKILL/ABILITY TO:

- Perform a variety of mechanical and maintenance tasks.
- Use hand, electric, and pneumatic power tools.
- Respond appropriately in emergency situations.
- Perform support tasks including keeping accurate records, making arithmetic calculations, and filing.
- Follow oral and written instructions including safety rules, procedures, and practices.
- Work courteously and effectively with the public and with co-workers.
- Apply safety rules, procedures, and practices
- Respond appropriately to emergencies.
- Work independently with little supervision.
- Write well-articulated handwritten reports or using Microsoft Word.
- Use of Microsoft Excel.
- Perform activities such as handling fuel hoses, climbing ladders, and lifting.
- Ability to use radio communication systems.
- Work at heights up to ten feet.
- Performs housekeeping duties as required or directed.

EDUCATION:

(A) High School Diploma or GED equivalent.

(B) Any combination of experience and training which demonstrates the knowledge and experience related to the position.

LICENSE/CLEARANCE:

Applicant must a valid Maine Class C driver's license, or the obtain a Maine driver's license withing 30-days employment.

Must be able to pass a 10 –year criminal background check and maintain security clearances for working at an airport. Must be able to meet FAA drug and alcohol policy requirements.

EXPERIENCE:

This is an entry level position which requires the applicant to commit themselves to learning a trade in airport operations, airport security, or airport safety. Although the applicant is not required to have an aviation background, the applicant will be evaluated on his/her career progress and performance.

Directly related professional experience that involves complex situations in a very high noise environment may benefit the applicant for the above work experience/education requirement.

PREFERED EXPERIENCE:

Below is a list of experiences an applicant should include in the resume when applying for the position. Not having a preferred experience is not a disqualifier:

One year of experience as an FBO Line Technician, or Airport Operations.

Airframes and Powerplant experience.

FBO Customer service.

Experience with airfield snow removal.

Applicants enrolled in aviation academics course work.

COMPLEXITY:

Work consists of standard procedures and tasks where analytic ability is required in following guidelines, policies and procedures.

SUPERVISION EXERCISED:

Direct Supervision: No direct report employees.

Indirect Supervision: May be asked to assist temporary employees

PHYSICAL EFFORT:

The position routinely requires lifting of moderately heavy items, such as bags of material (up to 60 pounds) and/or very long periods of walking on rough surfaces on a routine basis.

WORK ENVIRONMENT:

There are environmental discomforts from exposure to extremes of heat, cold, moisture/wetness, and unpleasant air conditions. The position may involve routine exposure

to soiled materials and light chemical substances such as cleaning solutions. In most cases eye and hearing protection must be worn in addition to protective clothing.

PHYSICAL SKILL:

Requires the ability to make coordinated gross motor movements in response to changing external stimuli within moderately demanding tolerances; or the ability to make coordinated eye/hand movements on a patterned response space within low tolerance demands with no real speed requirements. Must have good visual (correctable to 20/20) and auditory function; cannot be colorblind.

PAY AND BENEFITS

SALARY:

	Minimum	Mid-Point	Maximum
Hourly	\$16.00	\$18.50	22.00
Yearly	\$33,280.00	\$38,480.00	\$45,760.00

DIFFERENTIAL PAY:

An additional fifty cents (\$0.50) per hour will be paid for each major certification earned above the minimum requirement for this position. This is limited to knowledge and skill certifications associated with the position.

BENEFITS:

Benefits include Health, Dental, and Vision Insurance plans, Retirement Plans, Vacation, Sick time, and a uniform allowance. All benefits are contained in the current Employee Handbook.

Auburn-Lewiston Municipal Airport Aircraft Line Service Technician II

GENERAL SUMMARY:

Performs and/or participates in a wide variety of aircraft servicing, ground handling and related aviation and airport service activities to provide complete, safe, efficient and high quality support to aircrews, passengers, airport tenants, and others using Auburn-Lewiston Airport. May be asked to work nights, weekends, holidays, and irregular shifts.

Aircraft Line Service Technician II is the fully experienced journey level class in the Airport Line Service Technician series. Under general supervision, incumbents independently perform a wide variety of day-to-day aircraft service operations and maintenance duties using airport facilities and equipment, and may be called on to provide emergency crash, fire, and rescue services.

RESPONSIBILITIES Duties may include, but are not limited to, the following:

- Greet, park, tow, move and marshal aircraft arriving or departing ramp area.
- Dispense fuel and oil to aircraft and perform routine service including cleaning windows
- Provide "owner" level service for aircraft as requested.
- Assist passengers and/or crew with baggage/cargo as needed.
- Assist with general cleaning and clearing of debris from ramp, building, and customer areas.
- Assist with wing-walking and ground guide duties as required.
- Operate a variety of motor vehicles such as Snow removal equipment, dump trucks, pickup trucks, sweeping machines, light equipment, and other related equipment.
- Gather and provide information to airport users regarding local air traffic procedures, arrival and departure routes, noise abatement procedures, weather conditions, airport facilities, and other local services.
- Monitor airport activities, aircraft, and fueling operations to ensure safety and compliance with FAA and local regulations.
- Provide assistance and support for distressed or disabled aircraft and assist in emergency operations by providing first aid, operating rescue equipment, operating radio, providing information, and notifying fire and other emergency services.
- Explain and enforce Auburn-Lewiston Airport rules and regulations.
- Monitor and maintain records on airport supplies, facilities, services, and equipment utilization including traffic, hangar rental, fees, and airport supplies.
- May be on-call in the event of an airport emergency including snow removal
- Use a computer to enter and retrieve information.
- Represent the Auburn-Lewiston Airport in a creditable, professional manner always.
- Perform related duties as assigned.

SPECIFICATIONS:

KNOWLEDGE:

- Federal Aviation Administration regulations
- Airport safety and operations procedures, including air traffic control and crash, fire, and rescue procedures.
- Record keeping principles and methods
- Operations and Maintenance of aircraft, airport vehicles, equipment, facilities and grounds
- Accepted emergency practices, procedures, and regulations including First Aid, CPR, and aircraft fire fighting and rescue techniques

SKILL/ABILITY TO:

- Perform a wide variety of mechanical and maintenance tasks.
- Use hand, electric and pneumatic power tools.
- Respond appropriately in emergency situations.
- Perform support tasks including keeping accurate records, making arithmetic calculations, and filing.
- Determine charges for services requested, collect deposits or payments, and/or arrange for billing, which requires employee to write numbers and short sentences.
- Follow oral and written instructions including safety rules, procedures, and practices.
- Work courteously and effectively with the public and with co-workers.
- Apply safety rules, procedures, and practices
- Respond appropriately to emergencies.
- Write accurate and detailed reports and use a microcomputer.
- Perform activities such as handling fire hoses, climbing 20-foot ladders, and lifting airport related equipment.

EDUCATION:

(A) High School Diploma or GED equivalent. Work towards a college degree or technical certificate desired.

(B) Any combination of experience and training which demonstrates the knowledge and experience to perform work.

LICENSE/CLEARANCE:

Requires a valid Maine Class B driver's license or ability to obtain a Class B within probationary period. HazMat Endorsement required

Must be able to pass a 10 –year criminal background check and maintain security clearances for working at an airport. Must be able to meet FAA drug and alcohol policy requirements.

EXPERIENCE:

More than 12 months of experience in aircraft service operations are required. Directly related professional experience that involves complex situations in a very high noise environment may substitute for the above work experience/education requirement on a year-for-year basis.

COMPLEXITY:

Work consists of standard procedures and tasks where analytic ability is required in following guidelines, policies, and procedures.

SUPERVISION EXERCISED:

Direct Supervision: May be asked to supervise other Line Service Employees and temporary Airport employees on specific projects or assignments.

Indirect Supervision: May be asked to assist other Line Service Employees and temporary Airport employees from time to time

PHYSICAL EFFORT:

- The position routinely requires lifting of moderately heavy items, such as bags of material (up to 65 pounds) and/or very long periods of walking on rough surfaces on a routine basis.
- Bending and squatting to pick up chocks and other equipment, up to 65lbs

WORK ENVIRONMENT:

There are routine discomforts from exposure to extremes of heat, cold, moisture/wetness, and unpleasant air conditions. The position may involve routine exposure to soiled materials and light chemical substances such as cleaning solutions. In some case eye and hearing protection must be worn in addition to protective clothing.

PHYSICAL SKILL:

- Requires the ability to make coordinated gross motor movements in response to changing external stimuli within moderately demanding tolerances; or the ability to make coordinated eye/hand movements on a patterned response space within low tolerance demands with no real speed requirements.
- Must be able to lift baggage from ground level to waist and overhead while loading aircraft, up to 65lbs
- Standing and walking for extended periods of time, running when required
- Good hand-eye coordination with good peripheral vision
- Must have good visual (correctable to 20/20) and auditory function; cannot be colorblind.

PAY AND BENEFITS

SALARY:

	Minimum	Mid-Point	Maximum
Hourly	\$17.00	\$19.50	\$23.00
Yearly	\$35,360.00	\$40,560.00	\$47,840.00

DIFFERENTIAL PAY:

An additional fifty cents (\$0.50) per hour will be paid for each major certification earned above the minimum requirement for this position. This is limited to knowledge and skill certifications associated with the position.

BENEFITS:

Benefits include Health, Dental, and Vision Insurance plans, Retirement Plans, Vacation, Sick time, and a uniform allowance. All benefits are contained in the current Employee Handbook.

Auburn-Lewiston Municipal Airport Aircraft Line Service Supervisor

GENERAL SUMMARY:

Supervises, directs, trains and coordinates line service technicians and activities related to the fueling and handling of aircraft at the Auburn-Lewiston Municipal Airport. May be asked to work nights weekends, holidays, and irregular shifts.

RESPONSIBILITIES Duties may include, but are not limited to, the following:

- Works closely with the Operations Supervisor to plan, organize and coordinate fuel and oil servicing, aircraft parking, and security operations.
- Supervises and directs aircraft Line Service Technicians including preparing shift schedules, completing performance evaluations, recommending and implementing necessary discipline action, scheduling and approving leave, and participating in and making recommendations regarding hiring decisions.
- Assists in Marketing Strategy formulation and implementation
- Provides training and instruction to employees regarding aircraft services procedures and equipment operation including but not limited to aircraft fueling and de-icing and ensures that such operations comply with FAA standards.
- Plans, determines, prioritizes and schedules routine and unscheduled maintenance and repairs for fueling vehicles and equipment.
- Prepares and maintains required records and reports for internal and external audits and inspections
- Conducts quality control and safety inspections on fuel and fuel handling equipment.
- Must be able to perform all of the functions of the Line Service Technician as necessary.
- Use a computer to enter and retrieve information.
- Represent the Auburn-Lewiston Airport in a creditable, professional manner always.
- Perform related duties as assigned.

SPECIFICATIONS:

KNOWLEDGE:

- Federal Aviation Administration regulations
- Airport safety and operations procedures, including air traffic control and crash, fire, and rescue procedures.
- Record keeping principles and methods

- Operations and Maintenance of aircraft, airport vehicles, equipment, facilities and grounds
- Accepted emergency practices, procedures, and regulations including First Aid, CPR, and aircraft fire fighting and rescue techniques

SKILL/ABILITY TO:

- Perform a wide variety of mechanical and maintenance tasks.
- Use hand, electric and pneumatic power tools.
- Respond appropriately in emergency situations.
- Perform support tasks including keeping accurate records, making arithmetic calculations, and filing.
- Determine charges for services requested, collect deposits or payments, and/or arrange for billing
- Follow oral and written instructions including safety rules, procedures and practices.
- Work courteously and effectively with the public and with co-workers.
- Apply safety rules, procedures, and practices
- Respond appropriately to emergencies.
- Write accurate and detailed reports and using a microcomputer.
- Perform activities such as handling fire hoses, climbing 30 foot ladders, and lifting airport related equipment

EDUCATION:

- (A) High School Diploma or GED equivalent
- (B) Two-year degree in aviation, business or related field required. Four-year degree in aviation, business or similar field of study desired.
- (C) Any combination of experience and training which demonstrates the knowledge and experience to perform work.

LICENSE/CLEARANCE:

Requires a valid Maine Class B driver's license or ability to obtain a Class B within probationary period. HazMat Endorsement required

Must be able to pass a 10 –year criminal background check and maintain security clearances for working at an airport. Must be able to meet FAA drug and alcohol policy requirements.

EXPERIENCE:

More than 24 months of experience in aircraft service operations are required.

Directly related professional experience that involves complex situations in a very high noise environment may substitute for the above work experience/education requirement on a year-for-year basis.

COMPLEXITY:

Work consists of standard procedures and tasks where analytic ability is required in following guidelines, policies, and procedures.

SUPERVISION EXERCISED:

Direct Supervision: May be asked to supervise other Operations Employees and temporary Airport employees on specific projects or assignments.

Indirect Supervision: May be asked to assist other Operations Employees and temporary Airport employees from time to time

PHYSICAL EFFORT:

The position routinely requires lifting of moderately heavy items, such as bags of material (up to 75 pounds) and/or very long periods of walking on rough surfaces on a routine basis.

WORK ENVIRONMENT:

There are routine discomforts from exposure to extremes of heat, cold, moisture/wetness, and unpleasant air conditions. The position may involve routine exposure to soiled materials and light chemical substances such as cleaning solutions. In some case eye and hearing protection must be worn in addition to protective clothing.

PHYSICAL SKILL:

Requires the ability to make coordinated gross motor movements in response to changing external stimuli within moderately demanding tolerances; or the ability to make coordinated eye/hand movements on a patterned response space within low tolerance demands with no real speed requirements.

Must have good visual (correctable to 20/20) and auditory function; cannot be colorblind.

PAY AND BENEFITS

SALARY:

	Minimum	Mid-Point	Maximum
Hourly	\$18.00	\$22.00	\$26.00
Yearly	\$37,440.00	\$45,760.00	\$54,080.00

DIFFERENTIAL PAY:

An additional fifty cents (\$0.50) per hour will be paid for each major certification earned above the minimum requirement for this position. This is limited to knowledge and skill certifications associated with the position.

BENEFITS:

Benefits include Health, Dental, and Vision Insurance plans, Retirement Plans, Vacation, Sick time, and a uniform allowance. All benefits are contained in the current Employee Handbook.

Auburn-Lewiston Municipal Airport Airport Operations Specialist I

GENERAL SUMMARY:

Under general supervision, operate and maintain airport facilities and equipment at Auburn-Lewiston Municipal Airport that accommodate small aircraft traffic and airplane parking for private operators.

Airport Operations Specialist I is the entry and trainee level of the Airport Operations Specialist series. Under immediate supervision, Airport Operations Specialists I learn operations and maintenance procedures for airport facilities and equipment, acquire a working knowledge of the rules and regulations related to airport and aircraft operations, and are trained in airport safety and emergency response procedures. This class is flexibly staffed with the II level and incumbents are expected to advance to the higher level after gaining experience and demonstrating proficiency.

RESPONSIBILITIES Duties may include, but are not limited to, the following:

- Make regular inspections and reports on facilities, runways, hangers, fences, and lighting equipment conditions and perform maintenance as needed.
- Maintain overall appearance of airport grounds and facilities, including the removal of obstacles from runways and approaches, controlling weeds and trash pick-up.
- Operate a variety of motor vehicles such as Snow removal equipment, dump trucks, pickup trucks, sweeping machines, light equipment, and other related equipment.
- Gather and provide information to airport users regarding local air traffic procedures, arrival and departure routes, noise abatement procedures, weather conditions, airport facilities and other local services.
- Monitor airport activities, aircraft, and fueling operations to ensure safety and compliance with FAA and local regulations.
- Dispense fuel and oil to aircraft and perform routine service including cleaning windows.
- Provide ground support and assistance to the flying public and their passengers.
- Provide assistance and support for distressed or disabled aircraft and assist in emergency operations by providing first aid, operating rescue equipment, operating radio, providing information, and notifying fire and other emergency services.
- Explain and enforce Auburn-Lewiston Airport rules and regulations.
- Receive and process complaints such as noise abatement resolving situations when able, providing information, and maintaining accurate records for referral when applicable.
- Maintain records on airport supplies, facilities, services, and equipment utilization including traffic, hangar rental, fees, and airport supplies.
- May be on-call in the event of an airport emergency including snow removal.
- Use a computer to enter and retrieve information.
- Order and monitor supplies for airport maintenance and facilities.

- Represent the Auburn-Lewiston Airport in a creditable, professional manner always.
- Perform related duties as assigned.

SPECIFICATIONS:

KNOWLEDGE:

- Federal Aviation Administration regulations
- Airport safety and operations procedures, including air traffic control and crash, fire, and rescue procedures.
- Ground keeping repair and maintenance
- Record keeping principles and methods
- Operations and Maintenance of airport vehicles, equipment, facilities and grounds
- Accepted emergency practices, procedures, and regulations including First Aid, CPR, and aircraft fire fighting and rescue techniques

SKILL/ABILITY TO:

- Perform a wide variety of mechanical and maintenance tasks.
- Use hand, electric and pneumatic power tools.
- Respond appropriately in emergency situations.
- Perform support tasks including keeping accurate records, making arithmetic calculations, and filing.
- Follow oral and written instructions including safety rules, procedures and practices.
- Work courteously and effectively with the public and with co-workers.
- Apply safety rules, procedures, and practices
- Respond appropriately to emergencies.
- Work independently with little supervision.
- Write accurate and detailed reports and using a microcomputer.
- Perform activities such as handling fire hoses, climbing 60 foot ladders, and lifting airport related equipment

EDUCATION:

(A) High School Diploma or GED equivalent. Work towards a college degree or technical certificate desired.

(B) Any combination of experience and training which demonstrates the knowledge and experience to perform work.

LICENSE/CLEARANCE:

Requires a valid Maine Class B driver’s license or ability to obtain a Class B within probationary period. Must be able to pass a 10 –year criminal background check and maintain security clearances for working at an airport. Must be able to meet FAA drug and alcohol policy requirements.

EXPERIENCE:

Six months of experience in airport operations, airport security, or airport safety are required.

Directly related professional experience that involves complex situations in a very high noise environment may substitute for the above work experience/education requirement on a year-for-year basis.

COMPLEXITY:

Work consists of standard procedures and tasks where analytic ability is required in following guidelines, policies and procedures.

SUPERVISION EXERCISED:

Direct Supervision: No direct report employees.

Indirect Supervision: May be asked to assist temporary employees

PHYSICAL EFFORT:

The position routinely requires lifting of moderately heavy items, such as bags of material (up to 60 pounds) and/or very long periods of walking on rough surfaces on a routine basis.

WORK ENVIRONMENT:

There are routine discomforts from exposure to extremes of heat, cold, moisture/wetness, and unpleasant air conditions. The position may involve routine exposure to soiled materials and light chemical substances such as cleaning solutions. In some case eye and hearing protection must be worn in addition to protective clothing.

PHYSICAL SKILL:

Requires the ability to make coordinated gross motor movements in response to changing external stimuli within moderately demanding tolerances; or the ability to make coordinated eye/hand movements on a patterned response space within low tolerance demands with no real speed requirements. Must have good visual (correctable to 20/20) and auditory function; cannot be colorblind.

PAY AND BENEFITS

SALARY:

	Minimum	Mid-Point	Maximum
Hourly	\$17.00	\$18.50	\$20.00
Yearly	\$35,360.00	\$38,480.00	\$41,600.00

DIFFERENTIAL PAY:

An additional fifty cents (\$0.50) per hour will be paid for each major certification earned above the minimum requirement for this position. This is limited to knowledge and skill certifications associated with the position.

BENEFITS:

Benefits include Health, Dental, and Vision Insurance plans, Retirement Plans, Vacation, Sick time, and a uniform allowance. All benefits are contained in the current Employee Handbook.

Auburn-Lewiston Municipal Airport Airport Operations Specialist II

GENERAL SUMMARY:

Under general supervision, operate and maintain airport facilities and equipment at Auburn-Lewiston Municipal Airport that accommodate small aircraft traffic and airplane parking for private operators. May be asked to work nights weekends, holidays, and irregular shifts.

Airport Operations Specialist II is the fully experienced journey level class in the Airport Operations Specialist series. Under general supervision, incumbents independently perform a wide variety of day-to-day airport operations and maintenance duties on airport facilities and equipment, and may be called on to provide emergency crash, fire, and rescue services.

RESPONSIBILITIES Duties may include, but are not limited to, the following:

- Make regular inspections and reports on facilities, runways, hangers, fences, and lighting equipment conditions and perform maintenance as needed.
- Maintain overall appearance of airport grounds and facilities, including the removal of obstacles from runways and approaches, controlling weeds and trash pick-up.
- Operate a variety of motor vehicles such as Snow removal equipment, dump trucks, pickup trucks, sweeping machines, light equipment, and other related equipment.
- Gather and provide information to airport users regarding local air traffic procedures, arrival and departure routes, noise abatement procedures, weather conditions, airport facilities and other local services.
- Monitor airport activities, aircraft, and fueling operations to ensure safety and compliance with FAA and local regulations.
- Dispense fuel and oil to aircraft and perform routine service including cleaning windows.
- Provide ground support and assistance to the flying public and their passengers.
- Provide assistance and support for distressed or disabled aircraft and assist in emergency operations by providing first aid, operating rescue equipment, operating radio, providing information, and notifying fire and other emergency services.
- Explain and enforce Auburn-Lewiston Airport rules and regulations.
- Receive and process complaints such as noise abatement resolving situations when able, providing information, and maintaining accurate records for referral when applicable.
- Maintain records on airport supplies, facilities, services, and equipment utilization including traffic, hangar rental, fees, and airport supplies.
- May be on-call in the event of an airport emergency including snow removal
- Use a computer to enter and retrieve information.
- Order and monitor supplies for airport maintenance and facilities.
- Represent the Auburn-Lewiston Airport in a creditable, professional manner always.
- Perform related duties as assigned.

SPECIFICATIONS:

KNOWLEDGE:

- Federal Aviation Administration regulations
- Airport safety and operations procedures, including air traffic control and crash, fire, and rescue procedures.
- Ground keeping repair and maintenance
- Record keeping principles and methods
- Operations and Maintenance of airport vehicles, equipment, facilities and grounds
- Accepted emergency practices, procedures, and regulations including First Aid, CPR, and aircraft fire fighting and rescue techniques

SKILL/ABILITY TO:

- Perform a wide variety of mechanical and maintenance tasks.
- Use hand, electric and pneumatic power tools.
- Respond appropriately in emergency situations.
- Perform support tasks including keeping accurate records, making arithmetic calculations, and filing.
- Follow oral and written instructions including safety rules, procedures and practices.
- Work courteously and effectively with the public and with co-workers.
- Apply safety rules, procedures, and practices
- Respond appropriately to emergencies.
- Work independently with little supervision.
- Write accurate and detailed reports and using a microcomputer.
- Perform activities such as handling fire hoses, climbing 60 foot ladders, and lifting airport related equipment

EDUCATION:

(A) High School Diploma or GED equivalent. Work towards a college degree or technical certificate desired.

(B) Any combination of experience and training which demonstrates the knowledge and experience to perform work.

LICENSE/CLEARANCE:

Requires a valid Maine Class B driver's license

Must be able to pass a 10 –year criminal background check and maintain security clearances for working at an airport. Must be able to meet FAA drug and alcohol policy requirements.

EXPERIENCE:

More than twelve (12) months of experience in airport operations, airport security, or airport safety are required.

Directly related professional experience that involves complex situations in a very high noise environment may substitute for the above work experience/education requirement on a year-for-year basis.

COMPLEXITY:

Work consists of standard procedures and tasks where analytic ability is required in following guidelines, policies, and procedures.

SUPERVISION EXERCISED:

Direct Supervision: May be asked to supervise other Operations Employees and temporary Airport employees on specific projects or assignments.

Indirect Supervision: May be asked to assist other Operations Employees and temporary Airport employees from time to time.

PHYSICAL EFFORT:

The position routinely requires lifting of moderately heavy items, such as bags of material (up to 60 pounds) and/or very long periods of walking on rough surfaces on a routine basis.

WORK ENVIRONMENT:

There are routine discomforts from exposure to extremes of heat, cold, moisture/wetness, and unpleasant air conditions. The position may involve routine exposure to soiled materials and light chemical substances such as cleaning solutions. In some cases, eye and hearing protection must be worn in addition to protective clothing.

PHYSICAL SKILL:

Requires the ability to make coordinated gross motor movements in response to changing external stimuli within moderately demanding tolerances; or the ability to make coordinated eye/hand movements on a patterned response space within low tolerance demands with no real speed requirements. Must have good visual (correctable to 20/20) and auditory function; cannot be colorblind.

PAY AND BENEFITS

SALARY:

	Minimum	Mid-Point	Maximum
Hourly	\$18.00	\$19.00	\$23.00
Yearly	\$37,440.00	\$39,520.00	\$47,840.00

DIFFERENTIAL PAY:

An additional fifty cents (\$0.50) per hour will be paid for each major certification earned above the minimum requirement for this position. This is limited to knowledge and skill certifications associated with the position.

BENEFITS:

Benefits include Health, Dental, and Vision Insurance plans, Retirement Plans, Vacation, Sick time, and a uniform allowance. All benefits are contained in the current Employee Handbook.

Auburn-Lewiston Municipal Airport Airport Operations Supervisor

GENERAL SUMMARY:

Under general direction, plan, organize, coordinate, supervise and evaluate the operations and maintenance of the Auburn-Lewiston Municipal Airport; respond to inquiries, suggestions and complaints from users and the community regarding airport operations; take steps to ensure that Auburn-Lewiston airport and FAA rules and regulations are followed; coordinate training of and maintain accurate training records for all subordinate employees. May be asked to work nights weekends, holidays, and irregular shifts.

RESPONSIBILITIES Duties may include, but are not limited to, the following:

- Plan, assign, and evaluate the work of Airport Operations Specialists
- Plan, coordinate and monitor the day-to-day operation of the airport, including maintenance, staffing, customer relations, and tenant issues.
- Assist in developing and is responsible for implementing operations and maintenance policies and procedures.
- Supervise maintenance and repair activities for airport grounds, facilities, and equipment.
- Respond to or appropriately redirect inquiries, suggestions, and complaints from users and the community regarding airport operations including providing accurate, up-to-date information related to airports usage, safety, and FAA regulations.
- Ensure that Auburn-Lewiston Municipal Airport rules and regulations are followed.
- Oversee administrative tasks such as ordering of supplies and recordkeeping including safety, repair, and other related activities, using both manual and automated procedures and equipment.
- Respond to emergencies in a timely and appropriate manner following established procedures, directing emergency response activities, operating rescue equipment, providing first aid treatment and working closely with other Emergency Response Agencies.
- Assist in development, implement and monitor training programs for airport staff and assist in updating and maintaining the Operations Manuals.
- Act in an "on-call" status and to be available during airports emergencies including snow removal
- Act in the absence of the Airport Manager.
- Represent the Auburn-Lewiston Airport in a creditable, professional manner always.
- Perform related duties as assigned

SPECIFICATIONS:

KNOWLEDGE:

- Federal Aviation Administration regulations

- Methods and procedures used in airport operations and maintenance.
- Accepted principles, practices and techniques of emergency operations such as crash, rescue, first aid, CPR and aircraft fire fighting.
- Safe operation regulations, and accepted practices regarding aircraft refueling activities and aircraft operations.
- Laws, rules, and regulations applying to the use of General Aviation airport facilities and control of air traffic
- Principles and techniques of supervision and personnel administration

SKILL/ABILITY TO:

- Interpret and apply rules and regulations.
- Provide effective emergency services such as crash, fire, rescue, CPR, and first aid.
- Provide information to the public and staff including the current regulations, agreements, policies and procedures, and safety guidelines adopted by the Airport.
- Apply effective problem-solving and decision-making techniques.
- Plan, direct, coordinate and evaluate the work of others.
- Prepare correspondence and reports.
- Deliver staff training programs.
- Establish and maintain effective working relationships with co-workers, airport tenants and others.
- Communicate effectively both orally and in writing.
- Perform activities such as handling fire hoses, climbing 60 foot ladders, and lifting airport related equipment

EDUCATION:

(A) High School Diploma or GED equivalent and at least one (1) year of work towards a college degree or technical certificate preferably in aviation or management related field required.

(B) Experience and training which demonstrates the knowledge and experience to perform work will be considered in lieu of college requirement.

LICENSE/CLEARANCE:

Requires a valid Maine Class B driver's license

Must be able to pass a 10 –year criminal background check and maintain security clearances for working at an airport. Must be able to meet FAA drug and alcohol policy requirements.

EXPERIENCE:

At least twelve (12) months of experience in supervision of airport operations, airport security, or airport safety are required. More than 12 months of experience in airport operations, airport security, or airport safety at the Airport Operations Specialist II position may be considered at the discretion of the Airport Manager

Directly related professional experience that involves complex situations in a very high noise environment may substitute for the above work experience/education requirement on a year-for-year basis.

COMPLEXITY:

Work consists of standard procedures and tasks where analytic ability is required in following guidelines, policies, and procedures.

SUPERVISION EXERCISED:

Direct Supervision: Supervise other Operations Employees and temporary Airport employees on specific projects or assignments.

Indirect Supervision: May be asked to assist other Operations Employees and temporary Airport employees from time to time.

PHYSICAL EFFORT:

The position routinely requires lifting of moderately heavy items, such as bags of material (up to 60 pounds) and/or very long periods of walking on rough surfaces on a routine basis.

WORK ENVIRONMENT:

There are routine discomforts from exposure to extremes of heat, cold, moisture/wetness, and unpleasant air conditions. The position may involve routine exposure to soiled materials and light chemical substances such as cleaning solutions. In some case eye and hearing protection must be worn in addition to protective clothing.

PHYSICAL SKILL:

Requires the ability to make coordinated gross motor movements in response to changing external stimuli within moderately demanding tolerances; or the ability to make coordinated eye/hand movements on a patterned response space within low tolerance demands with no real speed requirements. Must have good visual (correctable to 20/20) and auditory function; cannot be colorblind.

PAY AND BENEFITS

SALARY:

	Minimum	Mid-Point	Maximum
Hourly	\$19.00	\$23.00	\$27.00
Yearly	\$39,520.00	\$47,840.00	\$56,160.00

DIFFERENTIAL PAY:

An additional fifty cents (\$0.50) per hour will be paid for each major certification earned above the minimum requirement for this position. This is limited to knowledge and skill certifications associated with the position.

BENEFITS:

Benefits include Health, Dental, and Vision Insurance plans, Retirement Plans, Vacation, Sick time, and a uniform allowance. All benefits are contained in the current Employee Handbook.

FBO SUPERVISOR

The Auburn-Lewiston Municipal Airport (LEW) is currently accepting applications for the position of Fixed Based Operation (FBO) Supervisor. The LEW Airport is registered as a General Aviation Reliever Airport and is one of the busiest general aviation airports in Maine. The LEW Airport is continually growing and has recently completed a General Aviation ramp reconstruction project in time for receiving additional GA aircraft recently displaced by the closure of a nearby airport. The LEW Airport maintains its exclusive proprietary right to operate the airport's FBO, and is offering a position to the right applicant to supervise the day-to-day operations of the FBO. This position will be an integral part of the success of the LEW Airport's FBO operations and customer experience.

DESCRIPTION:

Under the direction and guidance of the Airport Manager, the FBO Supervisor is responsible for the safe and professional operation of the Airport's FBO facility while delivering first class customer service to all customers and guests. This position requires the applicant to have a presence of business management, technical aircraft handling skills, financial skills, and marketing experience to successfully manage and grow the airport's general aviation business while also overseeing the fueling operation. The position requires exceptional leadership, communication, and organizational skills to lead a line crew and other FBO team members in the safe and professional delivery of products and services to business, commercial, government, and recreational aviation customers. This is a program management position requiring strategic planning, strong organizational and leadership skills.

DUTIES AND RESPONSIBILITIES:

1. Supervises, operational oversight, and responsibility of the general aviation FBO and flight support operations at LEW Airport.
2. Fosters and promotes a culture of safety, openness and creates a positive and collaborative team environment.
3. Provides leadership and guidance in providing superior customer service.
4. Oversees all aspects of flight support operations including line service, customer service, ordering, delivering, and selling of fuel. Oversees new business development, quality assurance, staff training, safety, and environmental compliance.
5. Responsible for the safe operation and maintenance of the airport's fuel farm, self-serve station, oil water separators, and fleet of Jet A and Avgas fuel trucks.
6. Ensures all aircraft fueling operations comply with FAA requirements and airline standards.
7. Interviews, trains, and develops FBO employees to maximize their potential and disciplines employees when necessary.
8. Develops the FBO's budget, managing cost, service, and productivity.
9. Assists in the development of marketing concepts, programs, and materials; is a strong advocate for General Aviation.
10. Conducts periodic market analysis of pricing, products, and services.

11. Interacts with customers and airport businesses on a regular basis to measure customer satisfaction and to identify opportunities to improve processes and services.

12. Works with the Airport Manager and FBO staff on the planning of long-term projects and goals.

MINIMUM JOB REQUIREMENTS: Associate Degree from an accredited college or university with a major in business administration, aviation, transportation, or related field. 4 years or more of progressive FBO management experience, Part-139 Fuel Supervisor Course; or any equivalent combination of related training and experience relevant to the position applying for may suffice. A.A.A.E. Airport Certified Employee (ACE) or Certified Member (CM) preferred. Possession of a valid Maine driver's license is required within thirty days.

KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED:

- Excellent communication, problem solving, and decision-making skills.
- Skilled at delivering effective presentations to top management and public groups if requested.
- Excellent customer service skills and the ability to train staff in the same.
- Knowledgeable in general, business, and commercial aviation operations, inclusive of fueling.
- Knowledgeable in the operation of MS Office Suite programs and database programs.
- Skilled in communicating with tenants and stakeholders.
- Skilled in operating airfield snow removal equipment.
- Knowledge of aircraft deicing and lavatory service.
- Excellent hangar management skills to coordinate aircraft maintenance and storage.

WORKING CONDITIONS AND PHYSICAL EFFORT:

- Requires 24-hour/7-day on-call status.
- Able to work, nights, weekends, and holidays if necessary.
- Capable of working in all weather conditions, including extreme cold/heat.
- Able to lift 50 pounds, push, climb, and walk for the majority of the workday.
- Exposure to and handles hazardous materials.
- Able to work above heights above ten-feet when required.

We are an Equal Opportunity Employer and Drug Free workplace. Background checks, drug and fitness screenings are done prior to employment. Starting Salary Range: \$49,200 – \$53,300 Annually. Great Benefits Package Including: Medical, Dental, and Vision. Maine State Retirement System Pension or Investment Plan, 457b Deferred Compensation/Investment Plan, Vacation, Sick Time, and 13 Paid Holidays.

About the Auburn-Lewiston Municipal Airport Board of Directors: The Cities of Auburn and Lewiston own and operate the Auburn-Lewiston Municipal Airport (LEW), located in Auburn, ME. LEW operates serves a General Aviation community with mix of 44 based aircraft, a Part-145 Maintenance facility, and FBO GA Aircraft Maintenance operation. For more information, please visit our website: www.flytomaine.com. If interested in this position, please send resume and request for application to manager@flytomaine.com

Financial Administrator - Airport

Job details

Salary

\$18.50 - \$23.08 an hour

Job Type

Full-time

Full Job Description

JOB SUMMARY:

This position performs a variety of medium to complex professional accounting and financial functions related to airport and county financial reporting including annual budget preparation. Responsible for providing financial assistance necessary for airport staff to successfully appropriate and manage their budgeted funds. The position involves maintaining records and processing documents related to financial transactions; may train and instruct staff. Duties performed require individual judgement, initiative and specialized knowledge in carrying out established procedures or applying laws and regulations. This position is a key member of Airport Administration and is responsible for analyzing all aspects of Airport finances and providing advice, recommendations and options to the Airport Director, management and staff. Decisions made by this position are based upon comprehensive knowledge of Generally Accepted Accounting Principles. Performs related work as required.

ESSENTIAL DUTIES:

Administers all financial aspects of the Airport including cash analysis and management, accounts payable, accounts receivable, asset management, lease analysis and management and purchasing that includes purchasing card auditing and reconciliation.

Monitors and reviews department financials to ensure operation within budgeted levels & adherence to financial policies / procedures. Identifies emerging financial issues, revenue shortfalls or expenditure overruns and advises the Airport Director with options for resolution.

Completes month end closing process. Prepares journal entries, reviews and runs department financial reports to ensure activity is recorded according to accounting standards and reconciles accounts. Provides financial reports and analysis to staff, internal auditor and Planning Development and Transportation Committee.

Prepares and monitors the airport budget. Forecasts revenue, expense and cash accounts, solicits and incorporates specific Airport department requests to complete the airport budget.

Examines airport non-aeronautical streams of revenue; including but not limited to, verifying daily deposits for cash and credit cards, balancing monthly statements, tracking expenses, and performs semi-annual audits of the parking lot records/revenue.

Tracks federal and state grant funds and prepares the contributed capital journal entries to track grant funding.

Prepares fiscal year end entries and supporting documentation and completes work papers and schedules for year-end closing process used by the external auditors.

Gathers, assembles, tabulates, proofs, extends, balances, analyzes, summarizes and posts fiscal and related data; makes involved arithmetic calculations.

Reviews documents for proper revenue and expenditure classification; implements operation policies and procedures.

Annually prepares the required Federal Aviation Administration Operating and Financial Summary and the Federal Government Payment Records. Includes monthly separation of passenger airline aeronautical revenue, non-aeronautical revenue in Excel worksheets. Reviews and interprets the regulations annually, to comply with any FAA Regulations enacted.

Provides technical expertise, advice, counsel and direction on financial matters, budget information and financial system inquiries to airport staff to ensure effective administration and implementation of approved fiscal policies, plans and programs.

Participates as airport contact for internal and external audits. Acts as accounting liaison with state and federal agencies in regard to financial matters.

Records, monitors and updates fixed assets.

Collects and reports all airport concessionaire and statistical data. Tracks and analyzes monthly financial and statistical data for submission to the Airport Director.

Maintains Fuel Management Systems and monitors consumption of fuels by all airport vehicles and equipment.

Maintains accountability of based aircraft which requires municipal Excise Tax reporting.

Maintains Access database for Airport identification badge payments and deposits.

Manages employee uniform reimbursement accounts.

Explains accounting and financial procedures to other employees and the public.

Independently compiles and analyzes data and generates various reports in conformance with established regulations and accounting practices.

Works with Technology Services department in implementing programs for computerizing procedures. Instructs and/or trains office staff in the performance of their duties as appropriate.

Performs a variety of follow-up activities; including compliance with tenant lease provisions and revenue collection.

Develops and interprets complex spreadsheets.

Follows complex oral and written instructions in the performance of the duties of the position

Fills in for Administrative Secretary as required.

Minimum Qualifications Required

Education and Experience:

A degree in Business Administration or Accounting with at least one year of government or airport administration, airport operations and office experience including direct office supervision OR any equivalent combination of education and experience which provides the necessary knowledge, skills and abilities. Must have above average verbal and written communication skills.

Licenses and Certifications:

Valid Maine Driver's License, or the ability to acquire a license within six months of hire.

Fringe Benefits	Employer	Employee	Operations	FBO	not enrolled	Operations Expense	FBO Expense
Open Enrollment beginning of calander year							
Retirement plans					4		
MEPERS 10.2% of gross salary \$172,788	10.20%	7.6%/6.85%	3	0		17,624.00	0
ICMA 6% of gross salary \$86,611	6.00%	5%	2	0		5,197	0
MMEHT HEALTH INS							
MMEHT health membership dues	\$ 625.00					\$ 312.50	\$ 312.50
FAM	\$ 25,111.56	\$ 4,431.48	2			\$ 50,223.12	
SINGLE	\$ 11,194.92	\$ 1,975.56	2	0		\$ 22,389.84	
waiver single	\$ 3,731.52	\$ -		4		\$ -	\$ 14,926.08
waiver family	\$ 8,370.48	\$ -		1		\$ -	\$ 8,370.48
vision dental no airport share employee only							
life insurance Basic covers with Health Insurance							
Non health insurance employees, airport covers 1x annual salary			2	3		\$ 383.40	\$ 417.84
IPP employee coverage only							
Group Dynamics							
FSA ANNUAL x number of employees	\$ 200.00		5	2	2	\$ 1,000.00	\$ 400.00
HRA SINGLE x number of employees on health plan	\$ 300.00		2			\$ 600.00	\$ 600.00
HRA FAMILY x number of employees on health plan	\$ 600.00		2			\$ 1,200.00	\$ 1,200.00
Group Dynamics was started at the airport by ABOD to help with the increase of employee deductible payments due to changing to a lower plan rate to help savings cost to the airport.							
Deductible went from \$200 to \$500 cost to employees with new plan.							
Board decided to add Group Dynamics to help with this expense.							
Group Dynamics ANNUAL SUBSCRIPTION fees HRA FSA	\$ 1,375.00						
Annual Expense = 12x monthly fees FSA 8 x \$5.55 HRA 4 x \$4.00	\$ 724.80		5	3		525	199.8
Total Cost						\$ 99,454.86	\$ 26,426.70



CITY OF AUBURN

G/L ACCOUNT DETAIL

Org: 9015 Object: 628021
 Plant Equipment PE 9000-9000-0000-9065 -628021-

YEAR	PER	JOURNAL	EFF DATE	SRC T	PO/REF2	REFERENCE	AMOUNT	P	CHECK NO	WARRANT	VDR NAME/ITEM	DESC	COMMENTS
2023	07	817	01/26/2023	API 1		W 1/26/23	21.10	Y	146898051/26/23		AVFUEL CORPORATIO		MONTHLY W
2023	07	299	01/12/2023	API 1		W 01/12/23	31.67	Y	1468977401/12/23		TREASURER, CITY O		CC KEYLES
2023	06	645	12/22/2022	API 1		W 12/22/22	21.10	Y	1468974312/22/22		AVFUEL CORPORATIO		MONTHLY P
2023	06	413	12/15/2022	API 1		W 12/15/22	90.45	Y	1468972512/15/22		AVFUEL CORPORATIO		DUST CAP
2023	06	7	12/01/2022	API 1		5459	21.10	Y	1468969412/01/22		AVFUEL CORPORATIO		WEBPOS
2023	05	456	11/15/2022	API 1		W 11/17/22	143.89	Y	1468966611/17/22		AVFUEL CORPORATIO		DRYER CAR
2023	04	747	10/27/2022	API 1		W 10/27/22	21.10	Y	1468962610/27/22		AVFUEL CORPORATIO		WEB POS M
2023	03	724	09/22/2022	API 1		W 9/22/22	21.10	Y	146895709/22/22		AVFUEL CORPORATIO		MONTHLY B
2023	02	704	08/25/2022	API 1		W 8/25/22	21.10	Y	146895208/25/22		AVFUEL CORPORATIO		MONTHLY R
2023	02	278	08/10/2022	API 1		W 8/10/22	44.99	Y	146894978/10/22		PETRO'S ACE HARDW		KEY LOCK
2023	02	278	08/10/2022	API 1		W 8/10/22	689.30	Y	146894898/10/22		TREASURER, CITY O		PHONES & FBO iPad Purchase
2023	02	98	08/04/2022	API 1		5362	21.10	Y	14689475080422a		AVFUEL CORPORATIO		WEBPOS AU
2023	01	35	07/07/2022	API 1		5335	21.10	Y	14689431070722a		AVFUEL CORPORATIO		WEBPOS JU

Total Amount: 1,169.10

** END OF REPORT - Generated by Lori Horton **

total amount 1169.10
 + 75.79
1244.89

75.79 { 10/20/22 166.24 from GSE to PE for QC Testing
 12/15/22 90.45 from PE to GSE for Avfuel Truck

GSE - ground support equipment 9015 628044

Lori emailed Guna 2/24/23 for adjustments.



CITY OF AUBURN

G/L ACCOUNT DETAIL

Org: 9015 Object: 628044
 Ground Support Equipment 9000-9000-0000-9065 -628044-

YEAR	PER	JOURNAL	EFF DATE	SRC T	PO/REF2	REFERENCE	AMOUNT	P	CHECK NO	WARRANT	VDR NAME/ITEM DESC	COMMENTS
2023	08	407	02/16/2023	API 1		W 2/16/23	116.99	Y	146898462/16/23		GENUINE PARTS COM	DE-ICING
2023	08	212	02/09/2023	API 1		W 2/8/23	22.19	Y	146898312/8/23		TREASURER, CITY O	MTCE SUPP
2023	08	45	02/02/2023	API 1		W 2/2/23	104.63	Y	146898192/2/23		AVFUEL CORPORATIO	QC TEST K
2023	07	817	01/26/2023	API 1		W 1/26/23	1,371.50	Y	146898051/26/23		AVFUEL CORPORATIO	JET REFUE
2023	07	490	01/19/2023	API 1		W 1/19/23	123.75	Y	146897971/19/23		IRWIN INTERNATION	UNIVERSAL
2023	07	299	01/12/2023	API 1		W 01/12/23	357.62	Y	1468977401/12/23		TREASURER, CITY O	CC KEYLES
2023	06	645	12/22/2022	API 1		W 12/22/22	1,371.50	Y	1468974312/22/22		AVFUEL CORPORATIO	MONTHLY R
2023	06	413	12/15/2022	API 1		W 12/15/22	996.88	Y	1468973112/15/22		LAKE REGION ENVIR	COALEESCE
2023	06	7	12/01/2022	API 1		5459	1,371.50	Y	1468969412/01/22		AVFUEL CORPORATIO	JET REFUE
2023	04	747	10/27/2022	API 1		W 10/27/22	1,050.42	Y	1468962610/27/22		AVFUEL CORPORATIO	NOZZLE, M
2023	04	747	10/27/2022	API 1		W 10/27/22	1,371.50	Y	1468962610/27/22		AVFUEL CORPORATIO	JET FUELE
2023	04	505	10/19/2022	API 1		5425	46.95	Y	1468961610/20/22		TREASURER, CITY O	SEPT CC C
2023	04	303	10/11/2022	API 1		5421	696.33	Y	14689603101322		AVFUEL CORPORATIO	BLOCK HEATEE ON AVFUEL TRUCK
2023	04	119	10/06/2022	API 1		W 10/6/22	521.94	Y	1468959510/6/22		IRWIN INTERNATION	TOW BARS
2023	03	970	09/29/2022	API 1		W 9/29/22	1,005.15	Y	146895919/29/22		RONNIE'S METER SE	AVGAS & J
2023	03	724	09/22/2022	API 1		W 9/22/22	1,371.50	Y	146895709/22/22		AVFUEL CORPORATIO	JET A REF
2023	01	624	07/28/2022	API 1	20230028	5357	9,829.22	Y	14689454072822A		AERO SPECIALTIES	1C100E, S LRV CART 1x
2023	01	35	07/07/2022	API 1		5335	1,371.50	Y	14689431070722a		AVFUEL CORPORATIO	JETA REFU
2023	01	35	07/07/2022	API 1		CRED MEMO	-1,371.50	Y	14689431070722a		AVFUEL CORPORATIO	FOR INVOI

Total Amount: 21,729.57

** END OF REPORT - Generated by Lori Horton **

21729.57
 + 90.45
 - 166.24
 Total 21653.78

PE Plant Equipment

\$90.45 from PE to GSE 12/15/22 for AvFuel Truck Dust Cap
 \$166.24 from GSE to PE for QC equipment 10/27/22

Workers Compensation

AUDIT PREMIUM WORKSHEET

MAINE EMPLOYERS' MUTUAL INSURANCE COMPANY
 261 COMMERCIAL STREET, P.O. BOX 11409
 PORTLAND, ME 04104

Date: 02/02/2023

Policy Number: 1810107115

Agent Code: 22005 18

Insured Id: I0160958

Policy Dates: 01/01/2022 to 01/01/2023

Adjustment Dates: 01/01/2022 to 01/01/2023

Insured
 AUBURN-LEWISTON MUNICIPAL AIRPORT
 C/O JAMES H SCHELLER
 80 AIRPORT DR
 AUBURN, ME 04210

Producer
 VARNEY AGENCY
 32 OAK ST
 BANGOR, ME 04401

State	Loc	Classification	Class	Estimate	Exposure	Rate	Premium
ME	001	AVIATION: ALL OTHER EMPLOYEES	7403	306,256	295,924	4.93	14,589.00
ME	001	SALESPERSONS OR COLLECTORS-OUT	8742	88,513	83,375	.47	392.00
ME	001	CLERICAL OFFICE EMPLOYEES NOC	8810	46,091	66,420	.27	179.00
INCREASED LIMITS 1000/ 1000/ 1000							167.00
EXPERIENCE MODIFICATION 1.68							10,422.00
PREMIUM DISCOUNT							2,262.00CR
TERRORISM RISK INS PGM REAUT							36.00
CATASTROPHE (OTHER THAN TERR.)							89.00

AVIATION:
 FBO & Operations (Total 11 Employees)
 = \$14589.00/11 = 1326.28/yr OR \$0.70/hr
 SALESPERSONS OR COLLECTORS-OUT:
 Airport Manager (Total 1 Employee)
 = \$392.00/1 = \$392.00/yr OR \$0.19/hr
 CLERICAL OFFICE: (Total 2 Employees)
 Airport Finance/Admin.
 = \$179.00/2 = \$89.5/yr OR \$0.04/hr
 EXPERIENCE MOD RATE and OTHER FEES
 = \$8452
 ALL \$ BOOKED TO 9004 645000 - Insurance
 Premiums

EXPENSE CONSTANT							220.00
WC BOARD ASSESSMENT						2.66	685.00
EPLI			17		15		945.00
Policy Audit Premium							25,462.00
Total BILLED Premium							25,462.00
Total Previously Paid							26,332.00CR
Less Installment Charges							.00
RETURN PREMIUM DUE INSURED							870.00CR

FINAL AUDIT DONE BY: RG

INSURED COPY

Champion Energy Services, LLC
1500 Rankin Rd., Suite 200
Houston, TX 77073

Auburn Lewiston Municipal

Deborah Barabe
80 Airport Dr
Auburn, ME 04210

12/20/2022

Dear Deborah Barabe,

Thank you for choosing Champion Energy Services (“Champion”) as your retail electric provider. Having a secured contract for energy supply means one less uncertainty for your business. Through a recorded third party verification call (TPV Confirmation Number: 1743366), you are allowing Champion to provide electricity service and to contact Central Maine Power to finalize your enrollment with Champion.

Champion will be your electric provider on or about your scheduled meter read date of February 2023. As a reminder, Central Maine Power will continue to be responsible for the actual distribution and metering of your electricity. In the event of an emergency, an outage, or a need for equipment service, please continue to call Central Maine Power

Below is some important information about your account:

Electricity Supply Charge:	\$0.151 per kWh
Start Date:	February 2023
Product:	Fixed Price
Contract Term:	48 months
EDC Account Number:	035016641397
Service Address:	Airport Beacon Ln Auburn, ME 04210

As an informed customer, you will want to review and keep a copy of the attached Terms and Conditions, which contain the term of your agreement, contracted price, emergency contact information and other useful account details. If you wish to cancel this enrollment, you may do so within three (3) business days of receiving this letter and your terms and conditions without an early termination penalty.

We value your business and are committed to providing you with the highest level of customer satisfaction possible. Our knowledgeable Customer Care team is available to assist you 24 hours a day, 7 days a week. If you have questions or comments about your electricity service with Champion, please call us at 888.653.1135 or e-mail us at info@championenergyservices.com.

We appreciate your business and welcome to Champion!

Sincerely,

Champion Energy Services

Terms of Service

The following Terms of Service, together with your executed Enrollment Form and Contract Disclosure Statement constitute your agreement (collectively, the "Agreement") with Champion Energy Services, LLC ("Champion") for the purchase of electricity service for your non-residential, commercial business. Champion agrees to sell and you agree to buy the quantity of electricity delivered to you, as measured or estimated by your Electric Distribution Company or "EDC". Champion is certified by the Maine Public Utilities Commission ("PUC") as a Competitive Electricity Provider ("CEP") and as such will, in accordance with the terms of this Agreement, arrange for the delivery of electricity from your EDC to the Service Address specified on your Enrollment Form or as specified on Attachment A. Champion sets the Electric Generation Service Charge and the PUC regulates electric distribution prices and services. The Federal Energy Regulatory Commission ("FERC") regulates electric transmission prices and services. The words "we," "us," "our" and "CEP" refer to Champion, and the words "you," "your" and "customer" refer to the non-residential, commercial business customer. You and Champion may hereinafter be referred to individually as "Party" or collectively as "Parties". Please retain this Agreement for your records.

Definitions:

- **Electric Generation Service Charges** – Charge for the production of electricity.
- **Independent System Operator** – Referred to herein as "ISO".
- **Locational Marginal Pricing** – Referred to herein as "LMP".
- **Medium Non-Residential Customer**– A non-residential customer that is taking service from a transmission and distribution utility under the terms and conditions that includes a demand charge in which the customer's maximum demand does not exceed 500 kilowatts or the kilowatt breakpoint that is closest to but does not exceed 500 kilowatts.
- **Small Non-Residential Customer**– A non-residential customer taking service from an investor owned transmission and distribution utility under the terms and conditions that do not include a demand charge or a non-residential customer that is taking service from a consumer-owned transmission and distribution utility with a demand of 20 kilowatts or less.
- **Transmission and Distribution Charges**— Charge for the physical delivery of electricity to consumers through facilities provided by an EDC.
- **MTM Price** – The Mark-to-Market Price, which is the Contract Price (the Energy Supply Rate, plus any applicable LMP Index adder, from your enrollment transaction) less the Market Price at the time of the Termination.
- **Remaining Contract Quantity** – The total estimated usage for the period remaining in this Agreement at the time of Termination, based on Buyer's annual historical consumption or Champion's estimate of Buyer's consumption calculated in a commercially reasonable manner.

Terms of Service

1. Eligibility: Champion does not deny electric service or determine eligibility for pricing based on credit history, utility payment data or credit score. Champion does not deny service based on a customer or applicant's race, creed, color, national origin, ancestry, sex, marital status, source of income, level of income, disability, familial status, location of a customer/applicant in an economically distressed geographic area, or qualification for low income or energy efficiency services. Champion may require a deposit if your credit rating and/or credit history does not meet Champion's approval criteria per the terms herein.

2. Service Metering and Pricing: All energy delivered hereunder ("Usage") shall be and can only be, measured by the EDC at meters located at each Service Address. Actual Usage shall be the primary method of calculating your monthly charges. However, Champion may use estimated Usage if measurements of actual Usage are not received timely from the EDC, in which case Champion will make appropriate adjustments upon receipt of actual Usage.

Fixed Rate Customers will pay a fixed rate ("Fixed Rate") per kWh as specified on your Enrollment Form for the length of your Term unless sooner terminated or canceled as otherwise provided in this Agreement. The fixed rate includes Electric Generation Service Charges, and Transmission and Distribution Charges (except where certain transmission charges are billed directly by the EDC), Winter Reliability Plan (if applicable), energy losses, ancillary services, capacity, and

renewable portfolio standard rate charges. The rate excludes gross receipts tax, applicable Maine sales tax or any local tax.

Variable Indexed Rate Customers will pay the applicable ISO day ahead LMP rate per kWh for the length of your Term unless sooner terminated or cancelled as otherwise provided in this Agreement. In addition to the day ahead LMP rate, you will also pay a LMP Index Adder (as specified on your Enrollment Form), which includes Distribution and Transmission Charges (except where certain transmission charges are billed directly by the EDC), energy losses, ancillaries, ISO fees, Winter Reliability Plan (if applicable), congestion and renewable portfolio standard rate charges. The rate excludes gross receipts tax, applicable Maine sales tax or any local tax. Prices will vary based on market conditions and have unlimited variability.

All customers are responsible for (i) any and all taxes, whether such tax is a separate pass through line item on an EDC invoice or included in the price of electricity, as required by law, rule or regulation, (ii) any and all Transmission and Distribution Charges, and (iii) any and all fees, costs and obligations for transmission services imposed by a Regional Transmission Organization ("RTO"), independent system operator ("ISO") or other governmental entity or industry agency. You understand and acknowledge that the EDC may charge switching fees to you upon the transfer of service to Champion. If you are a tax exempt entity, you must provide Champion with all necessary certificates and supporting documentation to qualify for tax exempt status. If

Champion does not receive the required tax exemption certificates and information within thirty (30) days of enrollment, you will need to petition the State of Maine for any tax refunds you believe are due.

3. Billing and Payment: Under Utility Consolidated Billing, Champion or the EDC will invoice you the total amount due for electricity delivered to you during each month according to the EDC's billing cycle and meter read. Your invoice will also include all applicable Taxes, EDC and ISO Charges and other charges allowed pursuant to this Agreement and the appropriate EDC tariff which includes, without limitation, when payment is due and late payment charges. If you fail to make payment in accordance with the terms of the EDC's Consolidated Bill, the EDC may switch you to Dual Billing whereby you will subsequently receive one bill from the EDC for delivery charges and one bill from Champion for electricity supply service and related charges.

Under Dual Billing, Champion will separately bill you for electricity as provided by the EDC, subject to any EDC estimates or corrected meter readings. Bills rendered by Champion under Dual Billing shall be due within thirty (30) days after the applicable invoice date. For all amounts billed directly by Champion, past due amounts will incur a late payment fee in the amount of 1.5% per month on all unpaid balances or the maximum allowed by law. You are responsible for any and all actual costs, attorney and legal fees incurred by Champion for the collection of any outstanding balance owed by you. Your failure to pay EDC related charges may result in your service being disconnected in accordance with the electric utility tariff.

Champion charges fifteen dollars (\$15.00) for any transaction not processed due to insufficient funds or credit availability, including checks or Automated Clearing House (ACH).

4. Deposit: By requesting service, you acknowledge that Champion has the right to check your credit history during the enrollment process. Upon checking your credit history, Champion may determine that a deposit is required. The amount determined due by Champion shall be paid within ten (10) calendar days of the date the request is made. If you fail to make such a deposit within this timeframe, you will not be enrolled for service with Champion.

5. Term of Agreement: The term ("Term") of this Agreement is as specified on your Enrollment Form. You will purchase your Electric Generation Service for the Service Addresses listed on your Enrollment Form or as may be added from time to time on Attachment A ("Additional Accounts"). You will receive electricity from Champion beginning on a date set by your applicable meter read cycle as determined by your EDC unless terminated or cancelled prior to the expiration of such Term as otherwise provided in this Agreement.

6. Right to Rescind or Cancel Services: If you qualify as a Small Non-Residential Customer, you may rescind this Agreement without fee or penalty of any kind within five (5) calendar days of receiving this Agreement if received through Champion's webpage. If you qualify as a Small Non-Residential Customer and receive your Agreement via mail, you may rescind this Agreement without fee or penalty of any kind within eight (8) calendar days of receiving this Agreement. To exercise your Right of Rescission, please call, write or e-mail Champion. Champion's phone number, physical address and e-mail addresses may be found in the Contact Information section at the end of the Agreement. When exercising your Right of Rescission, please provide your name, address, phone number, any applicable account and meter information and a statement that you are rescinding your Agreement. If you terminate this Agreement after the applicable Right of Rescission period has lapsed or for any reason other than due to a material change made by Champion

to these Terms of Service, you will incur an Early Termination Fee ("ETF") per the Early Termination terms detailed herein. This Right of Rescission does not apply to a renewal or extension of the Agreement.

7. Notice of Opt-Out Fees: Your termination of standard offer service may require the payment of a fee to the applicable EDC, as required by Chapter 301 of the PUC's rules. Standard offer service means electric generation service provided to any electricity consumer who does not obtain electric generation service from a CEP or who has terminated service from a CEP. This is a regulatory fee imposed and invoiced by the EDC, and it is not imposed by Seller. You are encouraged to review the applicability of Chapter 301 in advance of entering into a binding Agreement with Champion.

8. Expiration of Agreement; Change in Terms: If you qualify as a Small Non-Residential Customer, and you are approaching the end of your Term, Champion will send you two (2) notices between thirty (30) and sixty (60) days in advance of the expiration of your Agreement. Unless a renewal term greater than one month is established with your affirmative consent prior to the expiration of the Term specified on your Enrollment Form, your service will automatically continue as a variable rate product under the Champion default plan, which is a month-to-month plan with no cancellation penalty. While your electricity price under the variable price product will not change more than once a month, it may vary on a month-to-month basis as determined by an hourly market price set by ISO-NE. The price of the variable product is subject to change without notice for any reason. Your actual price will be shown on each monthly statement and will be used to calculate your monthly bill amount based on your actual electricity usage.

If you qualify as a Small Non-Residential Customer, and Champion makes a change to your Agreement, Champion will send you a notice between thirty (30) and sixty (60) days in advance of such change. You must affirmatively consent to continued service under the modified Agreement.

a) Market Risk Disclosures: Maine regulations require that electricity suppliers, brokers and aggregators provide the following disclosure to customers regarding electricity products in which the prices paid by consumers vary with changes in wholesale electricity prices, other energy prices, or an energy price index. By initialing this page of the Agreement, you acknowledge and accept the following:

- i. Volatility Risk:** Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors.
- ii. Future Performance:** Past results regarding particular electricity products are not necessarily an indication of future results.
- iii. Additional Costs:** Electricity supplied directly through the ISO-NE administered day-ahead and real-time energy markets can involve substantial direct and indirect costs, including but not limited to capacity and ancillary service costs, credit assurances, and NEPOOL and ISO expense assessments. In addition, participation in these markets may require processes such as load forecasting, scheduling, and settlement in accordance with ISO-NE market rules.

9. No On-Site Customer Generation: The Energy Supply Rate for the Term specified herein is conditioned on Customer's representation that, as to the Account(s) at the Service Address(es) listed on the Enrollment Form and/or Attachment A, the following are all true and accurate: (i) Customer does not own any on-site generation (except for emergency

back-up generation used when the EDC is not capable of delivering energy) or thermal storage capabilities ("On-Site Energy Generation") and (ii) if Customer, at any time during the Term of this Agreement, intends to purchase On-Site Energy Generation equipment or commence operations in furtherance of On-Site Energy Generation and related services, Customer will provide Champion with a minimum of sixty (60) days prior written notice. Customer acknowledges and understands that the use of On-Site Energy Generation during the Term of this Agreement will materially impact both the historical consumption data relied upon by Champion in entering into this Agreement and Customer's Usage for the remainder of the Term and therefore, use of such On-Site Energy Generation without Champion's written consent is a material breach of this Agreement.

10. Access to Information: You understand that by executing this Agreement, Champion will be provided certain basic information about you by the EDC, including, but not limited to, Account Number(s), Service Address(es) and telephone numbers, meter read data, rate class and electric usage. Additionally, by executing this Agreement, you authorize Champion to obtain your credit history and to arrange delivery services by the EDC to your Service Address(es) and Account(s).

11. Dispute Resolution: In the event of a disagreement involving the terms of this Agreement, the parties will use their best efforts to resolve the dispute. You should contact Champion Energy Services, LLC, in writing, at 1500 Rankin Road, Suite 200, Houston, TX 77073 or by telephone, 24 hours a day, 7 days a week, at 1-888-653-1135 with any questions or concerns regarding your Accounts.

If after discussing your issue with Champion you remain dissatisfied or a resolution cannot be reached, you may contact and/or file a complaint with the Consumer Assistance Division. The Consumer Assistance Division may be reached at 1-800-452-4699. Complaints may be mailed to the Maine Public Utilities Commission at, 18 State House Station, Augusta, Maine 04333-0018.

12. Early Termination Fees (ETFs): Small Non-Residential Customers will owe Champion a fixed ETF amount of \$800 upon termination of this Agreement prior to the expiration of the Term, if outside of the applicable Right of Rescission period.

For all other customers, upon termination of this Agreement prior to the expiration of the Term, any ETFs you will owe Champion are based on your annual historic consumption and your status as either a Fixed Rate or Variable Indexed Customer.

ETF Schedules for Fixed Rate Customers:

Annual kWh	ETF Calculator (per unused month)
< 100,000	\$50 per unused month
100,001 - 200,000	\$100 per unused month
200,001 - 300,000	\$150 per unused month
300,001 - 400,000	\$200 per unused month
400,001 - 500,000	\$250 per unused month
500,001 - 600,000	\$500 per unused month
600,001 - 700,000	\$750 per unused month
700,001 - 800,000	\$1,000 per unused month
800,001 - 900,000	\$1,250 per unused month
900,001 - 1,000,000	\$1,500 per unused month
1,000,001 - 2,500,000	MTM Price per Remaining Contract Quantity

ETF Schedules for Variable Indexed Customers:

Annual kWh	ETF Calculator (per remaining month)
< 100,000	\$10 per unused month
100,001 - 200,000	\$20 per unused month
200,001 - 300,000	\$35 per unused month
300,001 - 400,000	\$50 per unused month
400,001 - 500,000	\$60 per unused month
500,001 - 600,000	\$250 per unused month
600,001 - 700,000	\$500 per unused month
700,001 - 800,000	\$750 per unused month
800,001 - 900,000	\$1,000 per unused month
900,001 - 1,000,000	\$1,250 per unused month
1,000,001 - 2,500,000	MTM Price per Remaining Contract Quantity

Champion reserves the right to provide you with an invoice for the sum of all ETFs. All ETFs assessed and invoiced by Champion must be paid by you in accordance with the applicable billing terms of this Agreement. If ETFs are invoiced by Champion and not paid in accordance with the payment terms herein, you are responsible for any and all actual costs, attorney and legal fees incurred by Champion for the collection of any outstanding amounts owed by you.

13. Champion's Right to Cancel Service: In addition to any other rights of termination or cancellation allowed under this Agreement or applicable law, Champion reserves the right to cancel or terminate this Agreement with thirty (30) days' prior written notice if you fail to meet or comply with any of the terms, conditions, obligations, representations or warranties agreed upon under the terms of this Agreement. Upon such cancellation or termination by Champion, you remain responsible and liable for payment of all electricity and related services provided by Champion through the date you are switched from Champion to another CEP or returned to the EDC for service. Your cancellation will be effective the next regularly scheduled meter-reading date which follows the date on which Champion provides notice to the EDC of your cancellation request.

14. Limitation of Liability; Disclaimer of Warranties: FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE CHARACTERIZED OR DEEMED TO BE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, CHAMPION EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, WITH

RESPECT TO THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT, INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. FURTHER, IT IS UNDERSTOOD CHAMPION SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE EDC OR ISO-NE, WHICH MAY RESULT FROM THE MAINTENANCE OR OPERATION OF ELECTRIC LINES AND SYSTEMS.

- 15. Governing Law:** This Agreement, and all claims arising out of or relating to its subject matter, shall be exclusively governed by and construed under the internal laws of the State of Maine without regard to principles of conflict of laws.
- 16. Assignment:** Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld, and thirty (30) days' notice. Notwithstanding the above, Champion may, without the consent of Customer, (a) assign this Agreement to any affiliate or to any party succeeding to a substantial portion of the assets of Champion, or (b) assign, pledge or otherwise collaterally assign its rights under this Agreement to Champion's supplier of certain physical and/or financial commodities. Any successor or assignee of the rights of either Party shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor or assignee were the original Party under this Agreement. Any attempted transfer or assignment in violation of this assignment clause is null and void.
- 17. Severability:** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.
- 18. No Third Party Beneficiaries; Relationship of the Parties:** There are no third party beneficiaries to this Agreement. The parties agree that this Agreement shall not be construed to constitute or imply a joint venture, partnership or association or the creation or existence of any fiduciary duty, or similar obligation or liability between Champion and you. Champion will not provide and nothing herein will be construed as the provision of advice regarding the value or the advisability of trading in "commodity interests" which would cause Champion or an affiliate to be considered a commodity trading advisor under the Commodity Exchange Act, 7 U.S.C. § 1-25, et seq., as amended.
- 19. Delay or Failure to Exercise Rights:** No partial performance, delay or failure on the part of Champion in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.
- 20. Force Majeure:** Champion will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of Champion's control (Force Majeure events) may result in interruptions in service and Champion will not be liable for any such interruptions. Champion does not generate electricity nor does it transmit or distribute electricity. Therefore, Customer agrees that Champion will not be liable for damages caused by electricity, EDC, Force Majeure events, including acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, required maintenance work, inability to access the EDC system, non-performance by the EDC, or any cause beyond Champion's control.
- 21. UCC:** Except as otherwise provided in the Agreement, the Uniform Commercial Code ("UCC") or such similar collection of statutory provisions as may have been adopted and are in effect in the state of Texas shall apply to this Agreement and electricity shall be a "good" for purposes of the UCC.
- 22. Indemnification:** Each Party will indemnify, defend and hold harmless the other Party, its officers, agents, and employees from any claims, damages and actions of any kind arising from personal injury including without limitation, death, tangible property damage or any other damages arising from or out of any event, circumstance, act or incident occurring or existing with respect to the electricity provided pursuant to this Agreement that the indemnifying party caused due to its negligence, willful misconduct, or any action or inaction which gives rise to any liability. You acknowledge that Champion does not own or control any of the transmission or distribution facilities used to deliver the electricity, which is solely the responsibility of ISO-NE and/or the EDC. Champion, therefore, shall not be liable on account of the acts or omissions of such entities for any interruption, failure or delay in the delivery of electricity arising therefrom. You should contact your EDC in the event of an emergency or outage. These provisions survive the termination or expiration of this Agreement.
- 23. Acceptance and Amendments:** This Agreement will not become effective until Champion receives and approves all information provided in Customer's Enrollment Form which Customer has executed representing that all information provided is true and accurate and acknowledging that Customer is in agreement with all Terms of Service. Champion may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to you of such amendment or material change at least thirty (30) days prior to the effective date thereof either with your bill or in a separate mailing. The changes will become effective as of the date stated in the notice provided by Champion unless such change is material and detrimental to you, in which case you may elect to cancel your Agreement. If you elect to cancel this Agreement due to the material and detrimental impact the amendment will have on you, you must notify Champion of your desire to cancel no later than ten (10) days before the effective date of the amendment. You will not be provided with notice of any changes or amendments that benefit or positively impact you. Champion can supply you with a current version of this Agreement annually and upon written request. Except as stated herein, neither party may alter, deviate or change these Terms of Service without a written amendment being drafted, mutually agreed upon and executed by both Champion and Customer.
- 24. Regulatory Events:** If there is a change in law, administrative regulation, rule, ISO-NE design or structure, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes Champion to directly or indirectly incur any capital, operating, commodity or other costs (including, but not limited to increased Taxes) relating to the provision of services contemplated herein above those existing prior to the date of the Regulatory Event, then Champion shall be permitted to either pass through the economic effects of such Regulatory Event to you or terminate this Agreement by providing you with thirty (30) days' notice.

- 25. Entirety of Agreement:** It is the intention of the Parties that this Agreement, together with any and all attachments, including the Enrollment Form attached hereto or incorporated by reference (collectively, the "Agreement") shall contain all terms, conditions and protections in any way related to or arising out of, the sale and purchase of the electricity. This Agreement supersedes all prior agreements between the Parties, whether written or oral, as to the Service Addresses and accounts specified herein and within the attached Enrollment Form and related attachments.
- 26. Representations and Warranties:** Each Party represents to the other that: (a) it is validly existing and in good standing in the jurisdiction of its formation; (b) it has not filed, does not plan to file or had any bankruptcy proceeding filed against it; (c) execution of this Agreement has been duly authorized and is a valid and enforceable obligation; and (d) it is not a party to or subject to any commitment that may restrict or interfere with the delivery of electricity under this Agreement. You further represent and warrant that (i) the information provided on your Enrollment Form concerning your Service Address(es) and Accounts are true, complete and correct; (ii) you are authorized to switch your electric generation service for the Service Addresses and Accounts you have designated in the Enrollment Form; (iii) any transactions entered into by you related to this Agreement are understood by you and made at your sole election in the exercise of independent judgment and you assume any risk associated with them; (iv) you are executing this Agreement as either a Small Non-Residential or Medium Non-Residential Customer; (v) you intend to operate your commercial business in substantially the same manner as you have in the previous twelve (12) months and your Usage during the previous twelve (12) month period reasonably reflects your anticipated consumption to the Term of this Agreement; (vi) you understand that a material increase or decrease in Usage will have a detrimental financial impact on Champion; and (vii) you acknowledge Champion's right to invoice you for the cost of providing the supply and services for such excess Usage.

Contact Information

Competitive Electricity Provider:

Champion Energy Services, LLC
1500 Rankin Road, Suite 200, Houston, TX 77073
Toll-Free Telephone: 1-844-694-2339
www.championenergyservices.com
info@championenergyservices.com

Maine Public Utilities Commission:

Physical Address: 101 2nd Street
Hallowell, Maine 04347
Postal Address: 18 State House Station
Augusta, Maine 04333
www.maine.gov/mpuc
maine.puc@maine.gov

To obtain information on consumer protection rights, please call:
Consumer Assistance Hotline: 1-800-452-4699

Maine Utilities-Electric Distribution Company:

For Emergencies, Outages, and Equipment Service, contact your EDC.

Central Maine Power Company

83 Edison Drive
Augusta, Maine 04336
Toll-Free: 1-800-565-3181
www.cmpco.com

Emera Maine-Bangor Hydro District

P.O. Box 11008
Lewiston, Maine 04243
Toll-free: 1-800-440-1111
Outages: 888.866.7456
www.emeramaine.com

Letter of Authorization

Authorizing Customer's Change in Competitive Electricity Provider to Champion Energy Services, LLC

I authorize Champion Energy Services, LLC ("Champion") to act in my behalf for the purpose of obtaining information about my historical energy usage and billing information. I consent to the release of such information so that Champion may evaluate my electricity usage patterns and initiate electricity supply. I understand information such as, account number, meter readings, rate class and electric usage, my name and address(es), will be disclosed. I further acknowledge that Champion considers all customer usage information to be confidential.

Service Address

Account Number

Meter Number

I affirm that I have the authority to make and sign this request on behalf of the non-residential customer and for all Account Numbers that are associated with this request.

Signature

Customer/Business Name

Name, printed

Billing Street Address

Title

City, State, Zip Code

E-mail Address

Telephone Number

Please return this form to Champion at HistoricalUsageSupport@championenergyservices.com.

Champion Energy Services, LLC
1500 Rankin Rd., Suite 200
Houston, TX 77073



Auburn Lewiston Municipal

Deborah Barabe
80 Airport Dr
Auburn, ME 04210

12/20/2022

Dear Deborah Barabe,

Thank you for choosing Champion Energy Services ("Champion") as your retail electric provider. Having a secured contract for energy supply means one less uncertainty for your business. Through a recorded third party verification call (TPV Confirmation Number: 1743366), you are allowing Champion to provide electricity service and to contact Central Maine Power to finalize your enrollment with Champion.

Champion will be your electric provider on or about your scheduled meter read date of February 2023. As a reminder, Central Maine Power will continue to be responsible for the actual distribution and metering of your electricity. In the event of an emergency, an outage, or a need for equipment service, please continue to call Central Maine Power

Below is some important information about your account:

Electricity Supply Charge:	\$0.151 per kWh
Start Date:	February 2023
Product:	Fixed Price
Contract Term:	48 months
EDC Account Number:	035016602068

Service Address:	Lewiston Jct Rd Auburn, ME 04210
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As an informed customer, you will want to review and keep a copy of the attached Terms and Conditions, which contain the term of your agreement, contracted price, emergency contact information and other useful account details. If you wish to cancel this enrollment, you may do so within three (3) business days of receiving this letter and your terms and conditions without an early termination penalty.

We value your business and are committed to providing you with the highest level of customer satisfaction possible. Our knowledgeable Customer Care team is available to assist you 24 hours a day, 7 days a week. If you have questions or comments about your electricity service with Champion, please call us at 888.653.1135 or e-mail us at info@championenergyservices.com.

We appreciate your business and welcome to Champion!

Sincerely,

Champion Energy Services

Champion Energy Services, LLC
1500 Rankin Rd., Suite 200
Houston, TX 77073



Auburn Lewiston Municipal

Deborah Barabe
80 Airport Dr
Auburn, ME 04210

12/20/2022

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Below is some important information about your account:

Electricity Supply Charge:	\$0.151 per kWh
Start Date:	February 2023
Product:	Fixed Price
Contract Term:	48 months
EDC Account Number:	035016609980
Service Address:	Flight Line Dr Auburn, ME 04210

As an informed customer, you will want to review and keep a copy of the attached Terms and Conditions, which contain the term of your agreement, contracted price, emergency contact information and other useful account details. If you wish to cancel this enrollment, you may do so within three (3) business days of receiving this letter and your terms and conditions without an early termination penalty.

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We appreciate your business and welcome to Champion!

Sincerely,

Champion Energy Services

Champion Energy Services, LLC
1500 Rankin Rd., Suite 200
Houston, TX 77073



Auburn Lewiston Municipal

Deborah Barabe
80 Airport Dr
Auburn, ME 04210

12/20/2022

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Below is some important information about your account:

Electricity Supply Charge:	\$0.151 per kWh
Start Date:	February 2023
Product:	Fixed Price
Contract Term:	48 months
EDC Account Number:	035016609717
Service Address:	99 Aviation Ave Auburn, ME 04210

As an informed customer, you will want to review and keep a copy of the attached Terms and Conditions, which contain the term of your agreement, contracted price, emergency contact information and other useful account details. If you wish to cancel this enrollment, you may do so within three (3) business days of receiving this letter and your terms and conditions without an early termination penalty.

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We appreciate your business and welcome to Champion!

Sincerely,

Champion Energy Services

Champion Energy Services, LLC
1500 Rankin Rd., Suite 200
Houston, TX 77073



Auburn Lewiston Municipal

Deborah Barabe
80 Airport Dr
Auburn, ME 04210

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Below is some important information about your account:

Electricity Supply Charge:	\$0.151 per kWh
Start Date:	February 2023
Product:	Fixed Price
Contract Term:	48 months
EDC Account Number:	035016605319
Service Address:	Lewiston Jct Rd Auburn, ME 04210

As an informed customer, you will want to review and keep a copy of the attached Terms and Conditions, which contain the term of your agreement, contracted price, emergency contact information and other useful account details. If you wish to cancel this enrollment, you may do so within three (3) business days of receiving this letter and your terms and conditions without an early termination penalty.

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We appreciate your business and welcome to Champion!

Sincerely,

Champion Energy Services

Champion Energy Services, LLC
1500 Rankin Rd., Suite 200
Houston, TX 77073



Auburn Lewiston Municipal

Deborah Barabe
80 Airport Dr
Auburn, ME 04210

12/20/2022

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Below is some important information about your account:

Electricity Supply Charge:	\$0.151 per kWh
Start Date:	February 2023
Product:	Fixed Price
Contract Term:	48 months
EDC Account Number:	035016612232
Service Address:	Flight Line Dr Auburn, ME 04210

As an informed customer, you will want to review and keep a copy of the attached Terms and Conditions, which contain the term of your agreement, contracted price, emergency contact information and other useful account details. If you wish to cancel this enrollment, you may do so within three (3) business days of receiving this letter and your terms and conditions without an early termination penalty.

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We appreciate your business and welcome to Champion!

Sincerely,

Champion Energy Services

Champion Energy Services, LLC
1500 Rankin Rd., Suite 200
Houston, TX 77073



Auburn Lewiston Municipal

Deborah Barabe
80 Airport Dr
Auburn, ME 04210

12/20/2022

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Below is some important information about your account:

Electricity Supply Charge:	\$0.151 per kWh
Start Date:	February 2023
Product:	Fixed Price
Contract Term:	48 months
EDC Account Number:	035016602811

Service Address:	80 Airport Dr Auburn, ME 04210
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As an informed customer, you will want to review and keep a copy of the attached Terms and Conditions, which contain the term of your agreement, contracted price, emergency contact information and other useful account details. If you wish to cancel this enrollment, you may do so within three (3) business days of receiving this letter and your terms and conditions without an early termination penalty.

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We appreciate your business and welcome to Champion!

Sincerely,

Champion Energy Services

Champion Energy Services, LLC
1500 Rankin Rd., Suite 200
Houston, TX 77073



Auburn Lewiston Municipal

Deborah Barabe
80 Airport Dr
Auburn, ME 04210

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Below is some important information about your account:

Electricity Supply Charge:	\$0.151 per kWh
Start Date:	February 2023
Product:	Fixed Price
Contract Term:	48 months
EDC Account Number:	035016750149
Service Address:	Hotel Rd Auburn, ME 04210

As an informed customer, you will want to review and keep a copy of the attached Terms and Conditions, which contain the term of your agreement, contracted price, emergency contact information and other useful account details. If you wish to cancel this enrollment, you may do so within three (3) business days of receiving this letter and your terms and conditions without an early termination penalty.

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We appreciate your business and welcome to Champion!

Sincerely,

Champion Energy Services

Champion Energy Services, LLC
1500 Rankin Rd., Suite 200
Houston, TX 77073



Auburn Lewiston Municipal

Deborah Barabe
80 Airport Dr
Auburn, ME 04210

12/20/2022

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Below is some important information about your account:

Electricity Supply Charge:	\$0.151 per kWh
Start Date:	February 2023
Product:	Fixed Price
Contract Term:	48 months
EDC Account Number:	030012467939
Service Address:	49 White Hangar Dr Auburn, ME 04210

As an informed customer, you will want to review and keep a copy of the attached Terms and Conditions, which contain the term of your agreement, contracted price, emergency contact information and other useful account details. If you wish to cancel this enrollment, you may do so within three (3) business days of receiving this letter and your terms and conditions without an early termination penalty.

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Champion Energy Services

Champion Energy Services, LLC
1500 Rankin Rd., Suite 200
Houston, TX 77073



Auburn Lewiston Municipal

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Below is some important information about your account:

Electricity Supply Charge:	\$0.151 per kWh
Start Date:	February 2023
Product:	Fixed Price
Contract Term:	48 months
EDC Account Number:	035015945484
Service Address:	Airport Tap Line Auburn, ME 04210

As an informed customer, you will want to review and keep a copy of the attached Terms and Conditions, which contain the term of your agreement, contracted price, emergency contact information and other useful account details. If you wish to cancel this enrollment, you may do so within three (3) business days of receiving this letter and your terms and conditions without an early termination penalty.

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Champion Energy Services

Champion Energy Services, LLC
1500 Rankin Rd., Suite 200
Houston, TX 77073



Auburn Lewiston Municipal

Deborah Barabe
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Auburn, ME 04210

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Below is some important information about your account:

Electricity Supply Charge:	\$0.151 per kWh
Start Date:	February 2023
Product:	Fixed Price
Contract Term:	48 months
EDC Account Number:	035016605061
Service Address:	Lewiston Jct Rd Auburn, ME 04210

As an informed customer, you will want to review and keep a copy of the attached Terms and Conditions, which contain the term of your agreement, contracted price, emergency contact information and other useful account details. If you wish to cancel this enrollment, you may do so within three (3) business days of receiving this letter and your terms and conditions without an early termination penalty.

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We appreciate your business and welcome to Champion!

Sincerely,

Champion Energy Services

Airport Fees

As of November 7, 2022

Landing Fees

- Aircraft will be charged a fee of \$3.25 per 1,000 lbs. if greater than 4,000 lbs.
- Aircraft under 4,000 lbs., based aircraft, and government/military are not charged this fee.

Aircraft Parking

<u>Landing weight</u>	<u>Overnight parking fee</u>
• <4000 lbs	\$20 per week, not prorated
• 4000-12500 lbs	\$25 per night
• 12500 > lbs	\$50 per night

Call Out Fees

- Customers will be charged \$200 call out fee for the first 2 hours and \$50 per hour for any additional hours needed
- Customers will be charged \$65 for after-hours fee if the activity occurs within an hour of normal operation times with advanced notice. Management requests customers to reserve these after-hour services prior to 5:00 pm to ensure this rate

Deicing

Maximum heights of aircraft for our de-icing:

Vertical surface (tail, rudder) = 16 feet

Horizontal surface (fuselage, elevators) = 10 feet

- Type 1
- Startup/Application fee: \$200 (includes 10 gallons of heated fluid)
- \$20/gallon for additional fluid needed

Engine Preheat

- \$50 for every 30 minutes Maintenance – Non-A&P services

Power GPU: \$75 /hour

Lavatory Service: \$75 all aircraft

Maintenance : Non-A&P services

- All maintenance \$85/hour
- Maintenance call-out minimum of 3 hours (Refer to “Call Out Rate” schedule)

Aircraft exterior cleaning: \$85/hour

Aircraft Carpet Spot Cleaning: \$35 for up to 2 sq ft.

Based Aircraft and Long-Term Apron Parking

- \$60/month electric and \$50/month non-electric (single engine)
- \$65/month electric and \$55/month non-electric (multi-engine)
- \$250/month (turbo prop, single/twin)
- \$400/month (jet)

Hangar Fees

- Nightly rate for ALL aircraft is \$55
- *Monthly Commercial Rate: (\$0.020 per square ft. of aircraft x 30 days = \$).
- *Monthly General Aviation Rate Heated Hangar: (\$0.0085 per square ft. of aircraft x 30 days = \$).
- *Monthly General Aviation Rate Non-Heated Hangar: (\$0.0080 per square ft. of aircraft x 30 days = \$). Add \$10 per month for electricity usage.
- Monthly General Aviation Rate White Hangar: (\$0.61 per square ft. X 30 days = \$)
*Monthly rate must be paid in full at the time of entry.

Annual Commercial Activity Fee

All persons involved in commercial activity as defined in the Airport Minimum Standards at the airport will be charged \$600 (\$50 monthly) annual activity fee

Auto Parking

Non-airport customer vehicles, parked in the airport parking lot, will be charged \$1/day or \$30 per month

Long Term Vehicle Lot Parking (Boats, RVs, Cars) \$65 per month

Gate Cards: Gate Cards can be purchased by based aircraft owners/pilots for \$50 each

Catering Fees: Fees agreed upon in advance

Airport Simulator: \$65 per hour

Towing Fee: \$25 per hour (does not apply to aircraft in airport hangars)

DO NOT CHARGE IF STAYING OVERNIGHT

ENTERPRISE CAR RENTAL AGREEMENT



AUBURN-LEWISTON MUNICIPAL AIRPORT
OFF-SITE RENTAL CAR CONCESSION AGREEMENT

CONCESSIONAIRE

ENTERPRISE RENT-A-CAR COMPANY OF BOSTON, LLC
AND ITS SUBSIDIARIES
ALAMO CAR RENTAL, ENTERPRISE RENT-A-CAR, & NATIONAL CAR RENTAL

AIRPORT

AUBURN-LEWISTON MUNICIPAL AIRPORT BOARD OF DIRECTORS

Date of Execution: SEPTEMBER 30, 2022

Initial Term: NOVEMBER 1, 2022 - OCTOBER 31, 2027

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EXHIBITS:

A-1 Ready/Return Parking Spaces

A-2 Airport Terminal

This Concession Agreement ("Agreement") is made and entered into as of this 30th day of September, 2022, by and between the **Auburn-Lewiston Municipal Airport ("AIRPORT")**, a quasi- government entity of the State of Maine and **Enterprise Rent-A-Car Company of Boston, LLC, a Delaware limited liability company** ("CONCESSIONAIRE") also doing business as the following brand(s): Alamo Car Rental, National Car Rental and Enterprise Rent-A-Car, a corporation with a principal office at Burlington, MA, and authorized to do business in the State of Maine.

WITNESSETH:

WHEREAS, the AIRPORT owns and operates the Auburn-Lewiston Municipal Airport (the "Airport"), located in the AIRPORT of Auburn, Androscoggin County, Maine; and

WHEREAS, off-site airport automobile rental services at the Airport are necessary for the proper accommodation of passengers arriving at and departing from the main terminal building at the Airport (hereinafter the "Terminal"); and

WHEREAS, CONCESSIONAIRE desires to make on-airport automobile rental services available at the Airport, and CONCESSIONAIRE is qualified, ready and able to perform said services, and to furnish proper facilities in connection therewith;

NOW, THEREFORE, in recognition and reliance upon the foregoing recitals, and in consideration of the mutual covenants and promises hereinafter set forth, and in exchange for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by the parties hereto, AIRPORT and CONCESSIONAIRE agree as follows:

ARTICLE I: DEFINITIONS

Section 1.1 Definitions. For the purpose of this Agreement, the following terms shall, unless the context requires otherwise, have the following meanings (terms defined in the singular shall have the same meaning when used in the plural and vice versa):

Agreement shall mean this Concession Agreement, those documents and agreements referenced in Section 2.1, and all amendments, modifications and supplements hereto and thereto.

Airport shall mean the Auburn-Lewiston Municipal Airport located in the AIRPORT of Auburn, Androscoggin County, Maine.

Airport Facility Charge shall mean, collectively, the fees and rentals in Section 5.3.

Car Rental Parking shall mean the parking spaces located on Airport property specifically designed to accommodate rental car services which may also be referred to herein as the "Facility" or "Facilities".

Car Rental Premises shall mean the counter space leased to CONCESSIONAIRE to conduct its rental car operations, as provided in Section 4.2 below, which may also be referred to herein as the "Premises".

CONCESSIONAIRE shall mean "named concessionaire", a corporation, its officers, agents and employees.

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DBEWBE DBE shall mean Disadvantaged Business Enterprise as defined in 49 CFR Part 23, and shall include Small Business Concerns which are owned and controlled by Socially and Economically Disadvantaged Individuals; *WBE* shall mean Women Business Enterprises and shall include Small Business Concerns which are owned and controlled by women, who are presumed to be Socially and Economically Disadvantaged Individuals under Section 8(a) of the Small Business Act (15 U.S.C. section 637) and relevant regulations promulgated pursuant thereto.

Manager shall mean the Airport Manager of the Auburn-Lewiston Municipal Airport, and his or her authorized designee, also referred to herein as "Airport Manager".

Dual Branding shall mean owning or operating two brand names from the same car rental facility.

FAA shall mean the Federal Aviation Administration, an agency of the United States Government, and any successor thereto.

Gross Revenues shall mean any and all time and mileage charges, excluding CONCESSIONAIRE authorized discounts, whether for cash, credit, exchange or otherwise, for the rental of automobiles and rental transactions of every kind by CONCESSIONAIRE within the legal boundaries of the Airport and shall also include all sums received by CONCESSIONAIRE from customers by reason of their acceptance of personal accident insurance or other insurance coverage. Gross revenue further includes all additional driver and youthful driver charges, child restraint seat, ski and luggage rack charges and any equipment rental charge retained by CONCESSIONAIRE, any allowance for bad debts and inter-AIRPORT revenues. Revenues from rental transactions may be considered received on the date the rental transaction is closed.

The term *Gross Revenues* shall not mean or include: (i) any sums received from customers for gasoline or refueling service; (ii) the amount of federal, state, county or municipal sales or other similar taxes separately stated and collected and/or reimbursed from customers of CONCESSIONAIRE now or hereafter levied or imposed; (iii) any sums received as insurance or otherwise for damage to automobiles or other property of CONCESSIONAIRE, or for the loss, conversion, or abandonment of such automobiles, or any charges collected from a customer for damages to the automobile rented; (iv) any sums received for waiver by CONCESSIONAIRE of its right to recover from customers for damages to any automobile rented, (v) any sums received by reason of the CONCESSIONAIRE's disposal of operating facilities or personal property (capital assets), including vehicle sales, manufacturer rebates, and franchise rebates, (vi) any sums recovered from customers for the payment of traffic tickets, parking tickets, tolls, towing fees, impound fees, red light tickets and other governmental fines, which are incurred as a result of customers' actions, along with the administrative fee charged for the processing of such payment and recovery, including the toll pass device fee and TCC fees, OR (vii) carbon offsets based entirely upon proven amount paid on behalf of a car rental customer to 3rd party carbon offset provider.

Ready/Return Premises shall mean the parking space areas to be used by CONCESSIONAIRE as a ready/return area for its automobile rentals, as more specifically set forth in Section 4.4.

Small Business Concern shall have the meaning such term has under Section 3 of the Small Business Act (15 U.S.C. section 632) or such other laws or regulations as may be applicable, from time to time, to this transaction.

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Socially and Economically Disadvantaged Individuals shall have the meaning such term has under Section 8(a) of the Small Business Act (15 U.S.C. section 637) and relevant regulations promulgated pursuant thereto.

Terminal shall mean the main terminal building at the Airport.

Tri Branding shall mean owning or operating three brand names from the same car rental facility.

Section 1.2. References. For the purposes of this Agreement, the following references shall, unless the context requires otherwise, have the following meanings:

(a) The words "hereof," "herein," "herewith," "hereunder" and words of similar meaning shall refer to this Agreement as a whole and not to any particular provision of the Agreement, unless otherwise specified.

(b) Where the context requires, the use of singular numbers or pronouns shall include the plural and vice versa, and the use of pronouns of any gender shall include any other gender.

ARTICLE II : AGREEMENT

Section 2.1. Documents. The Agreement between the parties shall consist of this instrument and the following documents, which are incorporated herein as if copied at length:

(a) All insurance certificates and performance and payment bonds or letters of credit required by the terms of this Agreement; and

(b) All exhibits to this Agreement.

Section 2.2. Conflict in Terms. In the event of any conflict between the terms or provisions of this Agreement and the terms or provisions of any of the documents referenced in Section 2.1, the more restrictive on CONCESSIONAIRE shall control.

ARTICLE III: TERM

Section 3.1. The term of this Agreement shall be for sixty (60) months beginning on November 1, 2022 and terminating at 11:59 p.m. on October 31, 2027.

ARTICLE IV: RIGHTS AND PRIVILEGES

CONCESSIONAIRE shall have the following rights and privileges during the term of this Agreement:

Section 4.1. Automobile Rentals. CONCESSIONAIRE shall have the non-exclusive right and privilege to conduct automobile rental transactions at the Airport from the CONCESSIONAIRE'S off-site Car Rental Facility for the convenience of passengers utilizing the Airport, and patrons and tenants of the Airport. Such right includes the right to rent automobiles to the general public at or on the Airport; provided, however, that said rentals of automobiles shall be consistent with all applicable standards and policies of the Airport as such standards and policies may be developed and amended.

Section 4.2 Counter Space Area. CONCESSIONAIRE shall have the option to lease terminal space to develop counter space upon approval of drawings and plans approved by the Manager. Concessionaire will bear the costs of all construction to install counter space.

Section 4.3. No Service Facility. Service Facility Premises are not covered by this Agreement. Agreement intent is for an off-site Rental Car Facility conducting rental car business on federally funded airport property.

Section 4.4. Ready/Return Parking Areas. CONCESSIONAIRE shall have the right to the non-exclusive use of a proportionate share of parking spaces to be used for automobile rental parking as provided in Exhibit A-1 below.

Section 4.5. Signs. CONCESSIONAIRE shall have the right to install and maintain standard corporate identifying signs and graphics in areas designated by the Airport Manager. All other signs and graphics in the Car Rental Facilities Premises and the Ready/Return premises designated for use by CONCESSIONAIRE shall be subject to the prior written approval of the Airport Manager. All signage shall conform to any applicable state, AIRPORT, or Airport ordinance or rules.

Section 4.6. Ingress/Egress. CONCESSIONAIRE shall have the non-exclusive right of ingress to and egress from the Airport Premises and the Ready/Return Premises over Airport roadways, including common-use roadways, subject to any rules or regulations which may have been established, or may be established in the future, by the AIRPORT, the United States (including, without limitation, the FAA), the County of Androscoggin and/or the State of Maine. Such right of ingress and egress shall apply to CONCESSIONAIRE'S employees, patrons, invitees, suppliers, and other authorized individuals. Such right of ingress and egress shall likewise apply to the transport of equipment and material of CONCESSIONAIRE.

ARTICLE V: RENTAL FEES, AND OTHER CHARGES

Section 5.1. Fees and Rentals. For the privilege of operating its off-site car rental services at the Airport and for the use of the Ready/Return premises, Concessionaire shall pay to the AIRPORT, for the concession rights and privileges granted herein, in the manner provided in this ARTICLE 5, an amount for each Concession Agreement Year (the "Concession Fee") equal to ten percent (10%) (the "Required Percentage") of its Gross Receipts for such Concession Agreement Year.

Section 5.2. Payment. The 10% payment will be paid on each month of the term of the Agreement beginning as of December 1, 2022, CONCESSIONAIRE shall absolutely and unconditionally pay the Monthly Fee to the Airport, in lawful money of the United States, on or before the twentieth (20th) business day of each calendar month of the term of this Agreement, beginning on December 20, 2022.

5.2.1. Along with the payment, CONCESSIONAIRE shall furnish to the Airport a written statement certifying the Gross Revenues derived from CONCESSIONAIRE'S Airport operations, accompanied by a full payment of the percentage fee due for the preceding month. If CONCESSIONAIRE is operating two or three brands, it shall report the revenue of each brand separately.

5.2.2. Said payment shall be made without need for invoice and shall be delivered to the Office of the Airport Manager at the address in Article XIII below. A detailed monthly gross revenues statement of all gross revenues received by CONCESSIONAIRE shall be kept on file for three (3) years and be available for review by the Airport Manager or his or her designee upon reasonable request. CONCESSIONAIRE shall, and upon execution of this Agreement has, notified the AIRPORT of the place or places of CONCESSIONAIRE'S records. AIRPORT shall

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have the right to discuss such records and matters of CONCESSIONAIRE'S business with CONCESSIONAIRE'S officers and Business Managers or Controllers during regular business hours. CONCESSIONAIRE shall promptly furnish the AIRPORT such information and reports regarding CONCESSIONAIRE'S business at the Airport as the AIRPORT shall reasonably request.

5.2.3. Annual Reconciliation. CONCESSIONAIRE shall furnish the AIRPORT a sworn statement certified by an authorized officer, Business Manager or Controller of the company showing all Gross Revenues derived from CONCESSIONAIRE'S operation of the automobile rental concession at the Airport for said contract year. Said financial statement shall be accompanied by a certification of the statements from an authorized officer, Business Manager or Controller of the company - expressing his/her opinion as to the fairness of presentation of the Gross Revenues on the basis specified in this Agreement. Within ninety (90) days after the close of each fiscal year, the AIRPORT will reconcile the annual payments.

5.2.4. AIRPORT right to audit. AIRPORT and/or its designated representatives reserve the right to review and/or audit CONCESSIONAIRE'S books and records at any time during regular business hours for the purpose of verifying the Gross Revenues hereunder, upon reasonable notice. AIRPORT and/or its designated representatives further reserve the right to review the work papers and files used by the authorized officer, Business Manager or Controller of the company certifying the statements as required by this Agreement. If, as a result of such an audit, it is established by AIRPORT that CONCESSIONAIRE has understated the Gross Revenues received by it by ten percent (10%) or more (after the deductions and exclusions provided for herein), the entire expense of said audit shall be borne by CONCESSIONAIRE.

5.2.5. Any additional percentage payments due shall forthwith be paid by CONCESSIONAIRE to AIRPORT with interest thereon at the rate of one and one-half percent (1 ½%) per month from the date such additional percentage fee originally was due.

5.2.6. Concession Recovery Fee. AIRPORT does not require, but will not prohibit, a separate statement of and charge for the payment of the Concession Fee on customer invoices or rental agreements ("Concession Recovery Fee"), provided that such Concession Recovery Fee is stated on the invoice and the charge to the customer shall be no more than 11.11% of Gross Revenues. This Concession Recovery Fee shall be specifically included in the Definition of Gross Revenues.

Section 5.3. Customer Facility Charge. A Customer Facility Charge (CFC) will be assessed at two dollars (\$2.00) for each twenty-four (24) hour period, or portion thereof for which a full day's rental rate is assessed for each car rental, up to five days to all customers quoted the CFC for rentals reserved on or after November 1, 2022. In the event Concessionaire offers a Grace Period for the vehicle rental returns (up to two (2) hours), such Grace Period will be considered the same twenty-four (24) hour period.

- a) Payment. CONCESSIONAIRE shall collect the CFC from each customer in the amount mandated by AIRPORT and shall remit all CFCs collected each month to the Airport, on or before the twentieth (20th) business day of each subsequent calendar month of the term of this Agreement. Along with the payment, CONCESSIONAIRE shall furnish AIRPORT a written statement certifying the amount of CFCs collected from customers accompanied by a full payment of the CFCs collected in the preceding calendar month. CONCESSIONAIRE shall provide disclosure of the CFC on its reservation systems at commencement of this agreement and shall collect the CFC on all rentals resulting from

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reservations made on or after that date, which rentals commence on November 1, 2022, or thereafter. The CFCs collected and remitted shall not be considered income, revenue or any other asset to CONCESSIONAIRE, and CONCESSIONAIRE shall have no ownership or property interest in such CFCs.

- b) Annual Adjustment. The amount collected shall be used exclusively to fund the car rental portion of the parking lot improvements bonds, snow removal, airport related customer service indirect relation to the CONCESSIONAIRE'S car rental transaction, and other related improvements, and rental car operating and maintenance costs. The CFC will remain at \$2.00 for the term of this agreement.
- c) Ready Space Charge. There will be no additional ready space charge for the term of this agreement.

Section 5.3. Cancellation or Termination of Agreement. In the event of a cancellation or termination of this Agreement based upon circumstances described in Section 10.1, the CONCESSIONAIRE shall be refunded any credit due at the time of such termination or cancellation.

Section 5.4. Delinquency Charge. In the event any payment due the AIRPORT under this Agreement is late and not paid within 10 days after CONCESSIONAIRE receives written notice from AIRPORT, CONCESSIONAIRE shall pay a late charge of one and one-half percent (1 and ½ %) per month on all sums due and unpaid.

ARTICLE VI: AIRPORT'S COVENANTS

Airport covenants, warrants, and agrees that:

- (a) Airport has lawful possession of the Terminal area for which Concessionaire customers and its associates and officers conduct rental car transactions, Car Rental Ready/Return Premises and is authorized to execute this Agreement;
- (b) AIRPORT shall maintain all public and common or joint use areas of the Airport in good repair, and shall make such repairs, replacements or additions thereto as it considers, in its sole discretion, necessary for the safe and efficient operation of the Airport;
- (c) AIRPORT shall provide for, install and construct, and, throughout the term of this Agreement, maintain and keep in repair, and open to traffic, a road or roads suitable for vehicular traffic connecting the Ready/Return Premises, which road or roads CONCESSIONAIRE is hereby given the right to use, in common with others, for movement of its vehicles throughout the term of this Agreement; and

ARTICLE VII: CONCESSIONAIRE'S COVENANTS

CONCESSIONAIRE covenants, warrants and agrees that:

- (a) CONCESSIONAIRE is a corporation duly organized and validly existing, authorized to do and doing business in the State of Maine;
- (b) CONCESSIONAIRE is authorized by its directors and shareholders, as appropriate, to enter into this Agreement and consummate the transactions contemplated hereby;
- (c) CONCESSIONAIRE shall pay the rents, fees and other charges herein provided, and submit all documentation required hereunder, at such times and places as the same

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are due;

- (d) CONCESSIONAIRE shall observe and comply with all present and future laws, ordinances, orders, directives, rules and regulations of the Airport, and the respective agencies, departments, authorities or commissions of each which may either directly or indirectly affect CONCESSIONAIRE or its operations on, or in connection with, the AIRPORT and any other rights and privileges herein granted, including but not limited to all federal, state and local environmental protection laws regulations, rules and ordinances;
- (e) CONCESSIONAIRE shall furnish good, prompt and efficient service, adequate to meet all reasonable demands for car rental service at the Airport on a competitive basis; and all rental automobiles made available hereunder shall be maintained at CONCESSIONAIRE'S sole cost and expense, in good operative order, free from known mechanical defects, and in clean, neat and attractive condition, inside and outside;
- (f) All personnel of CONCESSIONAIRE shall be neat, clean and courteous and shall not conduct business in a loud, noisy, offensive or objectionable manner, nor solicit business outside the space assigned in any manner whatsoever;
- (g) CONCESSIONAIRE shall at all times keep three years of accurate and complete records of CONCESSIONAIRE'S operations, which records shall show, in addition to other things, Gross Revenues and services rendered for cash and/or credit by CONCESSIONAIRE at the Airport. AIRPORT, or any of its agents, upon reasonable notice, shall have the right to inspect, audit, check and make extracts from any of the books, records, journals, orders, correspondence, and other data relating to CONCESSIONAIRE'S operations at the Airport, without interference or delay and at AIRPORT cost at reasonable intervals determined by AIRPORT and during regular business hours. CONCESSIONAIRE shall, and upon execution of this Agreement has, notified the AIRPORT of the place or places of CONCESSIONAIRE'S records. AIRPORT shall have the right to discuss such records and matters of CONCESSIONAIRE'S business with CONCESSIONAIRE'S officers and Business Managers or Controllers during regular business hours. CONCESSIONAIRE shall promptly furnish the AIRPORT such information and reports regarding CONCESSIONAIRE'S business at the Airport as the AIRPORT shall reasonably request;
- (h) CONCESSIONAIRE shall undertake an affirmative action program as may be required by Title 14, Code of Federal Regulations, Part 152, Sub-part E, to insure that no person shall, on the grounds of race, creed, color, national origin or sex, be excluded from participation in any employment activities covered in Title 14, Code of Federal Regulations, Part 152, Sub-part E, or from participation in or receiving the services or benefits of any program or activity covered by said Subpart E;
- (i) No person on the grounds of race, color or national origin, religion, disability or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Airport or the Ready/Return Premises or in the provision of CONCESSIONAIRE'S services; and CONCESSIONAIRE shall use the Airport and the Ready/Return Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21, Non-

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discrimination in Federally Assisted Programs of the Department of Transportation, as amended, and the State of Maine's Human Rights Act;

- (j) CONCESSIONAIRE shall exercise all reasonable and necessary steps to meet the AIRPORT'S Participation Goals for the Concession are met through partnership or joint venture with, subcontracting to, procuring materials, equipment or supplies from or other reasonable means of ensuring DBE/WBE participation; and
- (k) CONCESSIONAIRE shall include the provisions of the above clauses related to nondiscrimination in all contracts or other agreements related to or connected with this Agreement and shall cause all contractors to include such provisions in any future contracts or other such agreements.

ARTICLE VIII: OPERATING STANDARDS

Section 8.1. Rental Services. CONCESSIONAIRE shall at its discretion furnish automobile rental services on a fair, reasonable and non-discriminatory basis to all users and patrons as the demand dictates at the Airport six (6) days per week during CONCESSIONAIRE'S normal business hours. CONCESSIONAIRE shall provide prompt, clean, courteous and efficient services adequate to meet all the reasonable demands for its services at the Airport.

Section 8.2. Operations. CONCESSIONAIRE shall conduct its operations in an orderly and proper manner so as not to annoy, disturb or be offensive to customers, patrons and other tenants at the Airport.

Section 8.3. Manager. CONCESSIONAIRE shall select and appoint a full-time manager of its automobile rental operations herein authorized. Such person shall be qualified and experienced, vested with full power and authority to act in the name of CONCESSIONAIRE with respect to the method, manner and conduct of the operation of CONCESSIONAIRE'S automobile rental operations at the Airport. Such manager or supervisor shall be available at the Airport during regular business hours, and during such manager's absence, a duly authorized subordinate shall be in charge and be available at the Airport.

Section 8.4. Conduct. CONCESSIONAIRE shall control the conduct, demeanor and appearance of its officers, agents, employees, and representatives while on Airport property.

Section 8.5. Rental Fleet. CONCESSIONAIRE, at its discretion, stage ready for rent vehicles at the Airport to make available for customers using the Airport and to meet reasonable public demand. Such automobiles shall at all times be maintained by CONCESSIONAIRE at its own cost and expense, in good operating order and free from known mechanical defects and shall be kept in a clean, neat and attractive condition, inside and out. CONCESSIONAIRE agrees that it will use its best efforts, based on market conditions, to provide automobiles whose year model is no more than three (3) years older than the current year model.

Section 8.6. Licensing and Taxation. CONCESSIONAIRE shall strictly comply with the licensing and taxation laws of the State of Maine with respect to businesses engaged in the rental of motor vehicles.

Section 8.7. Invoices. CONCESSIONAIRE shall operate its business so that a duplicate rental agreement invoice shall be issued with each automobile rental transaction, whether for cash or credit, separately showing CONCESSIONAIRE'S receipts or extensions of credit. Any deviation of this requirement shall require the prior written approval of AIRPORT, whose decision in that



regard shall be final and absolute.

Section 8.8. Credit Card Payments. CONCESSIONAIRE, if compliance with the requirements applicable to the Payment Card Industry Data Security Standard, shall not be required to use any network other than its own private network, to ensure that customer credit card information is not compromised.

ARTICLE IX: INDEMNIFICATION

Section 9.1. CONCESSIONAIRE shall protect, defend, indemnify and hold AIRPORT, its officers, agents and employees, completely harmless from and against any and all liabilities, demands, suits, claims, losses, damages, fines, penalties, costs and judgments arising by reason of the injury or death of any person or damage to any property of any nature, including but not limited to injury or damage to AIRPORT employees or property, (including but not limited to those relating to or arising out of the violation of any federal, state, or local environmental protection, health or safety law, regulation, rule or ordinance), including all reasonable costs of investigation and defense thereof (including but not limited to attorneys' fees and court costs), arising out of or incidental to any acts, omissions of CONCESSIONAIRE, its officers, employees, agents, representatives, contractors, sub-contractors, licensees or invitees related to:

- (i) This agreement,
- (ii) CONCESSIONAIRE's use or occupancy of, or operations on or in connection with, the Airport, the Ready/Return Spaces, or any portions thereof, or
- (iii) CONCESSIONAIRE's rights, responsibilities, or duties under this Agreement, except to the extent such injury, death or damage is caused by the gross negligence or willful misconduct of AIRPORT, its officers, agents or employees. AIRPORT shall give CONCESSIONAIRE reasonable notice of any such claims or actions. CONCESSIONAIRE, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to, and cooperative with, AIRPORT. The provisions of this Article IX shall survive the expiration or earlier termination of this Agreement.

Section 9.2. CONCESSIONAIRE agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against the AIRPORT. CONCESSIONAIRE hereby, expressly and without reservation, waives any defense or immunity to which it might otherwise be entitled under Workers' Compensation laws, the general statutes of Maine or judicial decisions, disallowing or limiting such indemnification, and consents to a cause of action for indemnity. In the event such waiver is not reasonably commercially available, CONCESSIONAIRE shall defend, indemnify, and hold the AIRPORT harmless from any such subrogated claims.

ARTICLE X CANCELLATION BY AIRPORT

Section 10.1. Events. AIRPORT shall have the right to immediately cancel and terminate this Agreement in its entirety, upon or after the happening of one or more of the following events, if such event or events is then continuing:

- (a) CONCESSIONAIRE shall make a general assignment for the benefit of creditors;
- (b) To the extent permitted by law, CONCESSIONAIRE shall file a voluntary petition in bankruptcy or a petition seeking its reorganization or the readjustment of its indebtedness under the Bankruptcy Code (Title 11 of the United States Code) as



now in effect or hereafter amended;

- (c) An involuntary petition in bankruptcy shall be filed against CONCESSIONAIRE and CONCESSIONAIRE is thereafter adjudicated bankrupt hereunder;
- (d) CONCESSIONAIRE shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of the property of CONCESSIONAIRE;
- (e) CONCESSIONAIRE shall default in fulfilling any of the terms, covenants or conditions required of it under this Agreement, or any other agreement executed between AIRPORT and CONCESSIONAIRE and CONCESSIONAIRE shall fail to remedy the default within fifteen (15) days following receipt by CONCESSIONAIRE of written demand from AIRPORT to do so, except that if the default cannot be cured within said fifteen (15) days by reason of the nature of such default, AIRPORT shall then have the right to cancel this Agreement only if CONCESSIONAIRE shall have failed to commence to remedy such default within fifteen (15) days following receipt of such written demand, or having so commenced, shall fail hereafter to continue with diligence the curing thereof. Notwithstanding the foregoing, CONCESSIONAIRE shall cure any failure to pay any rent, fee or charge due hereunder within fifteen (15) days of notice of such default.

Section 10.9. Remedies Cumulative. Any and all remedies of AIRPORT herein created or otherwise existing at law are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed advisable.

Section 10.10. Settlement. If proceedings shall at any time be commenced for recovery of possession as aforesaid and compromise or settlement shall be effected either before or after judgment whereby CONCESSIONAIRE shall be permitted to retain possession of the Car Rental Facilities Premises and/or the Ready/Return spaces, as the case may be, then such proceeding shall not constitute a waiver of any condition or agreement contained herein or of any subsequent breach thereof.

Section 10.11. Cooperation. Upon the termination of this Agreement, through passage of time or otherwise, CONCESSIONAIRE shall aid AIRPORT in all reasonable ways possible in AIRPORT of continuing the business of operating an on-airport automobile rental concession at the Airport uninterruptedly.

ARTICLE XI: SECURITY

Section 11.1. Federal Regulations. CONCESSIONAIRE agrees to observe all security requirements of Federal Aviation Regulations, amended hereafter, as approved by the FAA, and to take such steps as may be necessary or directed by AIRPORT to ensure that all officers, employees, representatives, invitees, and guests observe such requirements.

Section 11.2. Fines/Penalties. If AIRPORT incurs any fines and/or penalties imposed by the Federal Aviation Administration or any expense in enforcing the regulations of Federal Aviation Regulations, Part 1542, and/or the Airport security program, as a result of the acts or omissions of CONCESSIONAIRE, CONCESSIONAIRE agrees to pay and/or reimburse all such costs and expenses. CONCESSIONAIRE further agrees to rectify any security deficiency as may



be determined as such by AIRPORT or the FAA. AIRPORT reserves the right to take whatever action necessary to rectify any security deficiency, at CONCESSIONAIRE'S cost and expense.

ARTICLE XII: HOLDING OVER

Section 12.1. No Extension. Any holding over by CONCESSIONAIRE after the expiration or earlier termination of this Agreement, without the written consent of AIRPORT, shall not be deemed to operate as an extension or renewal of this Agreement. In the event of such holding over, CONCESSIONAIRE shall be subject to all of the terms of this Agreement, other than term, during such period.

Section 12.2. Rentals. In the event AIRPORT approves holding over by CONCESSIONAIRE, CONCESSIONAIRE shall continue to pay AIRPORT in accordance with the terms and conditions applicable herein to the final year of this Agreement until such time as a new agreement is negotiated or until such time as the month-to-month tenancy is terminated by AIRPORT.

ARTICLE XIII NOTICES: PAYMENT ADDRESS

Section 13.1. Notices. Any notice given hereunder shall be given in writing, signed by the party giving such notice, and shall be sent by facsimile, overnight courier (courier prepaid), or United States certified mail, return receipt requested, with proper postage and registration fees prepaid, addressed to the party for whom intended at the following addresses:

AIRPORT:

Auburn-Lewiston Municipal Airport
(Attn: Airport Administration Dept)
80 Airport Drive
Auburn, Maine 04210
Tel: (207) 786-0631
Fax: (207) 782-3024

CONCESSIONAIRE:

Enterprise Rent-A-Car Company of Boston, LLC
10 Navigator Road
Londonderry, NH 03053
Attn: Regional Vice President

With copy to:

Enterprise Holdings, Inc.
600 Corporate Park Drive
St. Louis, MO 63105
Attn: Real Estate Department

Notices sent by facsimile shall be deemed received at the time and date shown on the sender's facsimile machine-generated confirmation report, unless such date is not a business day, in which event the notice shall be deemed received on the next following business day. Notices sent via overnight courier shall be deemed received on the following business day. Notices sent by United States certified mail shall be deemed received on the fifth (5th) day following deposit in the United States mail, correctly addressed to the party for whom intended with all postage and registration fees paid.



Section 13.2. Payments. All payments required hereunder shall be made out to the AIRPORT and shall be mailed or hand-delivered to the Auburn-Lewiston Municipal, 80 Airport Drive, Auburn, Maine 04210.

ARTICLE XIV: GENERAL PROVISIONS

Section 14.1. Independent Contractor. CONCESSIONAIRE shall, at all times, be regarded as an independent contractor and shall at no time act as agent for AIRPORT. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures or any other similar such relationship between the parties hereto. The parties understand and agree that neither the method of computation of fees or rentals, nor any other provision contained herein, nor any acts of the parties hereto creates a relationship other than the independent relationship of AIRPORT and CONCESSIONAIRE.

Section 14.2. Approvals. Where this Agreement calls for approval by AIRPORT, such approval shall be evidenced by the written approval of the Airport Director or his/her designee.

Section 14.3. Non-Exclusive Right. It is not the intent of this Agreement to grant to CONCESSIONAIRE the exclusive right to provide car rental services at the Airport at any time during the term of this Agreement. AIRPORT reserves the right, at its sole discretion, to grant certain rights and privileges upon the Airport to others which are identical in part or in whole to those granted to CONCESSIONAIRE.

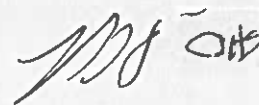
Section 14.4. United States Requirements. This Agreement is subject and subordinate to the provisions of any agreement hereof or hereafter made between AIRPORT and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required or is required as a condition precedent to the transfer of federal rights or property to AIRPORT for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport.

Section 14.5. No Waiver. No delay or omission by AIRPORT in exercising any right, power or remedy hereunder or otherwise afforded by contract, at law, in equity or by statute, shall constitute an acquiescence therein, impair any other right, power or remedy hereunder, or otherwise afforded by contract, at law, in equity or by statute, or operate as a waiver of such right, power or remedy. No waiver by AIRPORT of any default by CONCESSIONAIRE hereunder shall operate as a waiver or any other default or the same default on a future occasion.

Section 14.6. Headings. The article and section headings contained in this Agreement are inserted for convenience of reference only, and shall not be construed as defining, limiting, extending or describing the scope of this Agreement, any article or section hereof, or the intent of any provision hereof.

Section 14.7. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

Section 14.8. Aerial Approaches. AIRPORT reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction or interference, together with the right to prevent CONCESSIONAIRE from erecting, or permitting to

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be erected, any building or other structure on or adjacent to the Airport, the Car Rental Facilities Premises or the Ready/Return Spaces, which in the opinion of AIRPORT, would limit the usefulness of the Airport or constitute a hazard to aircraft.

Section 14.9. Waiver of Claims. CONCESSIONAIRE hereby waives any claim against AIRPORT and its officers, directors, agents, servants, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, voidable, or delaying the same or any part thereof, from being carried out. Without limiting the foregoing, in no case shall the AIRPORT be liable to CONCESSIONAIRE or to any third party for any incidental, indirect, consequential, special or punitive damages, including without limitation lost profits, arising out of or relating to this Agreement or compliance with its terms.

Section 14.10. Incorporation of Exhibits. All exhibits referred to in this Agreement are intended to be and hereby are specifically made a part of this Agreement.

Section 14.11. Binding Effect. All terms, covenants, and conditions of this Agreement shall be binding upon and inure to the respective benefit of AIRPORT and CONCESSIONAIRE, their respective officers, employees, agents and representatives, all as the case may be.

Section 14.12. Right to Amend. In the event that the FAA or any other federal or state agency, department or bureau having jurisdiction over AIRPORT or the Airport requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, CONCESSIONAIRE shall make such amendments, modifications, revisions, supplements or deletions of any other the terms, conditions or requirements of this Agreement as may be reasonably required and any expenses resulting from such amendments, modifications, revisions, supplements or deletions shall be borne solely by the CONCESSIONAIRE.

Section 14.13. Time. Time is of the essence with regard to each and every provision of this Agreement.

Section 14.14. Force majeure. Neither AIRPORT nor CONCESSIONAIRE shall be deemed in violation of this Agreement if prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of the public enemy, acts of superior governmental authority, weather conditions, pandemic, riots, rebellion, sabotage or any other circumstances for which it is not responsible or which are not within its control. The party claiming "force majeure" shall provide prompt written notice to the other party of such claim and the reason(s) therefore.

Section 14.15. Additional Space. If space is available, and at the sole option of AIRPORT, CONCESSIONAIRE may lease from AIRPORT additional storage, office, and other space identified by AIRPORT as available for such purposes, on terms to be negotiated by AIRPORT and CONCESSIONAIRE.

Section 14.16. Revenue Diversion Prohibited. CONCESSIONAIRE shall not cause or allow to be diverted from the Airport any of its automobile rental business in any manner to avoid or reduce its Gross Revenues upon which its financial obligations owed to AIRPORT are calculated.

Section 14.17. Governing Law. This Agreement and the rights and obligations of the

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parties hereunder shall be constructed in accordance with and governed by the laws of the State of Maine without regard to the principles of conflict of law, and CONCESSIONAIRE hereby agrees and submits to the personal jurisdiction of the state and federal courts within the state of Maine for the purpose of enforcing or construing this Agreement.

Section 14.18. Understanding. The parties hereto acknowledge that they have thoroughly read this Agreement, all exhibits or attachments hereto, and have sought and received competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein.

Section 14.19. Other Use. CONCESSIONAIRE shall not use or permit the use of the Ready/Return Premises, or any part thereof, for any purpose or use other than as authorized by this Agreement.

Section 14.20. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto and may be altered, amended, or modified only by written document executed by AIRPORT and CONCESSIONAIRE.

Section 14.21. Attorney's Fees. If an action shall be brought to recover any sum under this Agreement, or an account of any breach of or to enforce or interpret any of the terms, covenants, or conditions of this Agreement, AIRPORT shall be entitled to recover from CONCESSIONAIRE, as part of AIRPORT's cost, reasonable attorney's fee.

Section 14.22. Interpretation. This Agreement shall not be construed or interpreted in favor of or against either party on the basis of draftsmanship or preparation of the Agreement.

Section 14.23. Bankruptcy. If at any time proceeding in bankruptcy or under the Bankruptcy Code (Title 11 of the United States Code) as now in effect or as hereafter amended shall be instituted by CONCESSIONAIRE, or if a petition for relief is granted against CONCESSIONAIRE in any involuntary bankruptcy proceeding, CONCESSIONAIRE shall pay in adequate protection payments the rentals and fees due under this Agreement until such time CONCESSIONAIRE elects to assume or reject this Agreement. If CONCESSIONAIRE defaults thereunder and fails to make any such payment due hereunder, (i) this Agreement shall be deemed to be rejected so that the Agreement will be terminated and AIRPORT shall have a claim against CONCESSIONAIRE for the rentals, fees, and other sums then due AIRPORT under this Agreement, and (ii) AIRPORT shall be entitled to relief from the automatic stay to enforce its rights under the terms of this Agreement.

Section 14.24. War. During any time of war or national emergency, AIRPORT shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended, and in that event, a just and proportionate part of the rent hereunder shall be abated.

Section 14.25. Most Favored Nations. In the event that any contract granted by the AIRPORT to any other rental car Concessionaire shall contain any terms and conditions more favorable to such rental car Concessionaire than the terms and conditions herein described (other than the number of allocated parking spaces and the location of the concession area, etc.), then this Agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other rental car Concessionaire. The intent of this provision is to ensure that the AIRPORT shall give due diligence to ensure all rental car

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Concessionaires will be able to compete on terms as equal as possible with all other rental car Concessionaires, and to ensure that no individual rental car Concessionaire shall enjoy any rights or privileges more favorable to any such individual Concessionaire than those enjoyed by all rental car Concessionaires

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed under seal by their respective duly authorized representatives as of the dates indicated below, but to be effective as of the day and year first above written.

WITNESS:

AIRPORT:
AUBURN LEWISTON MUNICIPAL AIRPORT

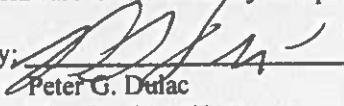
Name:

By: 
James H. Scheller
Airport Manager

Date
10/4/2022

CONCESSIONAIRE:
ENTERPRISE RENT-A-CAR
COMPANY OF BOSTON, LLC, a
Delaware limited liability company

Name:

By: 
Peter G. Dulac
Vice President/GM

Date
10/7/22





Ready/Return Parking Spaces. Six (6) spaces will be marked for Rental Car concession use.

EXHIBIT A-1

MS *AD*



Airport Terminal. The terminal is located 110 feet from the Ready/Return Parking Spaces

EXHIBIT A-2

MS - SA



AUBURN-LEWISTON MUNICIPAL AIRPORT
OFF-SITE RENTAL CAR CONCESSION AGREEMENT

CONCESSIONAIRE

GITIBIN & ASSOCIATES, INC

dba GO RENTALS

AIRPORT

AUBURN-LEWISTON MUNICIPAL AIRPORT BOARD OF DIRECTORS

Date of Execution: JULY 1, 2022

Initial Term: JULY 1, 2022 - JUNE 30, 2025

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EXHIBITS:

- A-1 Ready/Return Parking Spaces
- A-2 Airport Terminal
- A-3 Authorized Ramp Area

This Concession Agreement (“Agreement”) is made and entered into as of this 1st day of July, 2022, by and between the **Auburn-Lewiston Municipal Airport** (“AIRPORT”), a quasi-government entity of the State of Maine and **Gitibin & Associates, Inc** (“CONCESSIONAIRE”) doing business as the following brand: Go Rentals, a corporation with a principal office at New Port Beach, California, and authorized to do business in the State of Maine.

WITNESSETH:

WHEREAS, the AIRPORT owns and operates the Auburn-Lewiston Municipal Airport (the “Airport”), located in the AIRPORT of Auburn, Androscoggin County, Maine; and

WHEREAS, off-site airport automobile rental services at the Airport are necessary for the proper accommodation of passengers arriving at and departing from the main terminal building at the Airport (hereinafter the “Terminal”); and

WHEREAS, CONCESSIONAIRE desires to make on-airport automobile rental services available at the Airport, and CONCESSIONAIRE is qualified, ready and able to perform said services, and to furnish proper facilities in connection therewith;

NOW, THEREFORE, in recognition and reliance upon the foregoing recitals, and in consideration of the mutual covenants and promises hereinafter set forth, and in exchange for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by the parties hereto, AIRPORT and CONCESSIONAIRE agree as follows:

ARTICLE I: DEFINITIONS

Section 1.1 Definitions. For the purpose of this Agreement, the following terms shall, unless the context requires otherwise, have the following meanings (terms defined in the singular shall have the same meaning when used in the plural and vice versa):

Agreement shall mean this Concession Agreement, those documents and agreements referenced in Section 2.1, and all amendments, modifications and supplements hereto and thereto.

Airport shall mean the Auburn-Lewiston Municipal Airport located in the AIRPORT of Auburn, Androscoggin County, Maine.

Airport Facility Charge shall mean, collectively, the fees and rentals in Section 5.4.

Car Rental Parking shall mean the parking spaces located on Airport property specifically designed to accommodate rental car services which may also be referred to herein as the “Facility” or “Facilities”.

Car Rental Premises shall mean the counter space leased to CONCESSIONAIRE to conduct its rental car operations, as provided in Section 5.1 below, which may also be referred to herein as the “Premises”.

CONCESSIONAIRE shall mean “named concessionaire”, a corporation, its officers, agents and employees.

DBE/WBE DBE shall mean Disadvantaged Business Enterprise as defined in 49 CFR Part 23, and shall include Small Business Concerns which are owned and controlled by Socially and Economically Disadvantaged Individuals; *WBE* shall mean Women Business Enterprises and shall include Small Business Concerns which are owned and controlled by women, who are presumed to be Socially and Economically Disadvantaged Individuals under Section 8(a) of the Small Business Act (15 U.S.C. section 637) and relevant regulations promulgated pursuant thereto.

Manager shall mean the Airport Manager of the Auburn-Lewiston Municipal Airport, and his or her authorized designee, also referred to herein as "Airport Manager".

Dual Branding shall mean owning or operating two brand names from the same car rental facility.

FAA shall mean the Federal Aviation Administration, an agency of the United States Government, and any successor thereto.

Gross Revenues shall mean any and all time and mileage charges, excluding CONCESSIONAIRE authorized discounts, whether for cash, credit, exchange or otherwise, for the rental of automobiles and rental transactions of every kind by CONCESSIONAIRE within the legal boundaries of the Airport and shall also include all sums received by CONCESSIONAIRE from customers by reason of their acceptance of personal accident insurance or other insurance coverage. Gross revenue further includes all additional driver and youthful driver charges, child restraint seat, ski and luggage rack charges and any equipment rental charge retained by CONCESSIONAIRE, any allowance for bad debts and inter-AIRPORT revenues. Revenues from rental transactions may be considered received on the date the rental transaction is closed.

The term *Gross Revenues* shall not mean or include: (i) any sums received from customers for gasoline or refueling service; (ii) the amount of federal, state, county or municipal sales or other similar taxes separately stated and collected and/or reimbursed from customers of CONCESSIONAIRE now or hereafter levied or imposed; (iii) any sums received as insurance or otherwise for damage to automobiles or other property of CONCESSIONAIRE, or for the loss, conversion, or abandonment of such automobiles, or any charges collected from a customer for damages to the automobile rented; (iv) any sums received for waiver by CONCESSIONAIRE of its right to recover from customers for damages to any automobile rented, (v) any sums received by reason of the CONCESSIONAIRE's disposal of operating facilities or personal property (capital assets), including vehicle sales, manufacturer rebates, and franchise rebates, (vi) any sums recovered from customers for the payment of traffic tickets, parking tickets, tolls, towing fees, impound fees, red light tickets and other governmental fines, which are incurred as a result of customers' actions, along with the administrative fee charged for the processing of such payment and recovery, OR (vii) carbon offsets based entirely upon proven amount paid on behalf of a car rental customer to 3rd party carbon offset provider.

Ready/Return Premises shall mean the parking space areas to be used by CONCESSIONAIRE as a ready/return area for its automobile rentals, as more specifically set forth in Section 5.2.

Small Business Concern shall have the meaning such term has under Section 3 of the Small Business Act (15 U.S.C. section 632) or such other laws or regulations as may be applicable, from time to time, to this transaction.

Socially and Economically Disadvantaged Individuals shall have the meaning such term has under Section 8(a) of the Small Business Act (15 U.S.C. section 637) and relevant regulations promulgated pursuant thereto.

Terminal shall mean the main terminal building at the Airport.

Section 1.2. References. For the purposes of this Agreement, the following references shall, unless the context requires otherwise, have the following meanings:

(a) The words “hereof,” “herein,” “herewith,” “hereunder” and words of similar meaning shall refer to this Agreement as a whole and not to any particular provision of the Agreement, unless otherwise specified.

(b) Where the context requires, the use of singular numbers or pronouns shall include the plural and vice versa, and the use of pronouns of any gender shall include any other gender.

ARTICLE II : AGREEMENT

Section 2.1. Documents. The Agreement between the parties shall consist of this instrument and the following documents, which are incorporated herein as if copied at length:

(a) All insurance certificates and performance and payment bonds or letters of credit required by the terms of this Agreement; and

(b) All exhibits to this Agreement.

Section 2.2. Conflict in Terms. In the event of any conflict between the terms or provisions of this Agreement and the terms or provisions of any of the documents referenced in Section 2.1, the more restrictive on CONCESSIONAIRE shall control.

ARTICLE III: TERM

Section 3.1. The term of this Agreement shall be for thirty-six (36) months beginning on July 1, 2022 and terminating at 11:59 p.m. on June 30, 2025.

ARTICLE IV: RIGHTS AND PRIVILEGES

CONCESSIONAIRE shall have the following rights and privileges during the term of this Agreement:

Section 4.1. **Automobile Rentals.** CONCESSIONAIRE shall have the non-exclusive right and privilege to conduct automobile rental transactions at the Airport from the CONCESSIONAIRE’S off-site Car Rental Facility for the convenience of passengers utilizing the Airport, and patrons and tenants of the Airport. Such right includes the right to rent automobiles to the general public at or on the Airport; provided, however, that said rentals of automobiles shall be consistent with all applicable standards and policies of the Airport as such standards and policies may be developed and amended.

Section 4.2 **Counter Space Area.** CONCESSIONAIRE shall have the option to lease terminal space to develop counter space upon approval of drawings and plans approved by the Manager. Concessionaire will bear the costs of all construction to install counter space.

Section 4.3. No Service Facility. Service Facility Premises are not covered by this Agreement. Agreement intent is for an off-site Rental Car Facility conducting rental car leasing business on federally funded airport property.

Section 4.4. Ready/Return Parking Areas. CONCESSIONAIRE shall have the right to the non-exclusive use of a proportionate share of parking spaces to be used for automobile rental parking as provided in Section 5.2 below.

Section 4.5. Signs. CONCESSIONAIRE shall have the right to install and maintain standard corporate identifying signs and graphics in areas designated by the Airport Manager. All other signs and graphics in the Car Rental Facilities Premises and the Ready/Return premises designated for use by CONCESSIONAIRE shall be subject to the prior written approval of the Airport Manager. All signage shall conform to any applicable state, AIRPORT, or Airport ordinance or rules.

Section 4.6. Ingress/Egress. CONCESSIONAIRE shall have the non-exclusive right of ingress to and egress from the Airport Premises and the Ready/Return Premises over Airport roadways, including common-use roadways, subject to any rules or regulations which may have been established, or may be established in the future, by the AIRPORT, the United States (including, without limitation, the FAA), the County of Androscoggin and/or the State of Maine. Such right of ingress and egress shall apply to CONCESSIONAIRE'S employees, patrons, invitees, suppliers, and other authorized individuals. Such right of ingress and egress shall likewise apply to the transport of equipment and material of CONCESSIONAIRE.

Section 4.7. Ramp Access. This Agreement is intended to accommodate the CONCESSIONAIRE'S business model of providing direct plane to vehicle concierge service. This accommodation means the CONCESSIONAIRE vehicle is driven by onto the ramp area by an authorized employee of the CONCESSIONAIRE and driven directly out of ramp area by the authorized customer who has a valid lease agreement with the CONCESSIONAIRE.

4.7.1. At no time will vehicles be left unattended on the ramp area.

4.7.2. Vehicles will not enter the ramp area until the aircraft with the arriving customer is parked, and the airport employee authorizes the CONCESSIONAIRE'S employee to enter.

4.7.3. CONCESSIONAIRE and its customers will obey all ramp area driving rules and regulations as per Airport policy.

ARTICLE V: RENTAL FEES, AND OTHER CHARGES

Section 5.1. Fees and Rentals. For the privilege of operating its off-site car rental services at the Airport and for the use of the Ready/Return premises, CONCESSIONAIRE shall pay to the AIRPORT, for the concession rights and privileges granted herein, in the manner provided in this ARTICLE 5, an amount for each Concession Agreement Year (the "Concession Fee") equal to five percent (5%) (the "Required Percentage") of its Gross Receipts for such Concession Agreement.

Section 5.2. Payment. The 5% payment will be paid on each month of the term of the Agreement beginning as of August 1, 2022, CONCESSIONAIRE shall absolutely and unconditionally pay the Monthly Fee to the Airport, in lawful money of the United States, on or

before the twentieth (20th) business day of each calendar month of the term of this Agreement, beginning on August 20, 2022.

5.2.1. Along with the payment, CONCESSIONAIRE shall furnish to the Airport a written statement certifying the Gross Revenues derived from CONCESSIONAIRE'S Airport operations, accompanied by a full payment of the percentage fee due for the preceding month. If CONCESSIONAIRE is operating two brands, it shall report the revenue of each brand separately.

5.2.2. Said payment shall be made without need for invoice and shall be delivered to the Office of the Airport Manager at the address in Article XIII below. A detailed monthly gross revenues statement of all gross revenues received by CONCESSIONAIRE shall be kept on file for three (3) years at the Airport's office for review by the Airport Manager or his or her designee during regular business hours.

5.2.3. Annual Reconciliation. CONCESSIONAIRE shall furnish the AIRPORT a sworn statement certified by a public accountant showing all Gross Revenues derived from CONCESSIONAIRE'S operation of the automobile rental concession at the Airport for said contract year. Said financial statement shall be accompanied by a certification of the statements from an authorized officer of the corporation or a certified public accountant's report expressing his/her opinion as to the fairness of presentation of the Gross Revenues on the basis specified in this Agreement. Within ninety (90) days after the close of each fiscal year, the AIRPORT will reconcile the annual payments.

5.2.4. AIRPORT right to audit. AIRPORT and/or its designated representatives reserve the right to review and/or audit CONCESSIONAIRE'S books and records at any time during regular business hours for the purpose of verifying the Gross Revenues hereunder, upon reasonable notice. AIRPORT and/or its designated representatives further reserve the right to review the work papers and files of the certified public accountant which were generated or relied upon in expressing his/her opinion, or all similar information used by the authorized officer of the corporation certifying the statements as required by this Agreement. If, as a result of such an audit, it is established by AIRPORT that CONCESSIONAIRE has understated the Gross Revenues received by it by four percent (4%) or more (after the deductions and exclusions provided for herein), the entire expense of said audit shall be borne by CONCESSIONAIRE.

5.2.5. Any additional percentage payments due shall forthwith be paid by CONCESSIONAIRE to AIRPORT with interest thereon at the rate of one and one-half percent (1 ½%) per month from the date such additional percentage fee originally was due.

Section 5.3. Customer Facility Charge. A Customer Facility Charge (CFC) will not be required for this Agreement due to the CONCESSIONAIRE not requiring any ready/rent spaces or administrative assistance from the AIRPORT.

Section 5.3. Cancellation or Termination of Agreement. In the event of a cancellation or termination of this Agreement based upon circumstances described in Section 10.1, the CONCESSIONAIRE shall be refunded any credit due at the time of such termination or cancellation.

Section 5.4. Delinquency Charge. In the event any payment due the AIRPORT under this Agreement is late and CONCESSIONAIRE knows or has reason to know of such late payment,

CONCESSIONAIRE shall pay a late charge of one and one-half percent (1 and ½ %) per month on all sums due and unpaid.

ARTICLE VI: AIRPORT'S COVENANTS

Airport covenants, warrants, and agrees that:

- (a) Airport has lawful possession of the Terminal area for which Concessionaire customers and its associates and officers conduct rental car transactions, Car Rental Ready/Return Premises and is authorized to execute this Agreement;
- (b) AIRPORT shall maintain all public and common or joint use areas of the Airport in good repair, and shall make such repairs, replacements or additions thereto as it considers, in its sole discretion, necessary for the safe and efficient operation of the Airport;
- (c) AIRPORT shall provide for, install and construct, and, throughout the term of this Agreement, maintain and keep in repair, and open to traffic, a road or roads suitable for vehicular traffic connecting the Ready/Return Premises, which road or roads CONCESSIONAIRE is hereby given the right to use, in common with others, for movement of its vehicles throughout the term of this Agreement; and

ARTICLE VII: CONCESSIONAIRE'S COVENANTS

CONCESSIONAIRE covenants, warrants and agrees that:

- (a) CONCESSIONAIRE is a corporation duly organized and validly existing, authorized to do and doing business in the State of Maine;
- (b) CONCESSIONAIRE is authorized by its directors and shareholders, as appropriate, to enter into this Agreement and consummate the transactions contemplated hereby;
- (c) CONCESSIONAIRE shall pay the rents, fees and other charges herein provided, and submit all documentation required hereunder, at such times and places as the same are due;
- (d) CONCESSIONAIRE shall observe and comply with all present and future laws, ordinances, orders, directives, rules and regulations of the Airport, and the respective agencies, departments, authorities or commissions of each which may either directly or indirectly affect CONCESSIONAIRE or its operations on, or in connection with, the AIRPORT and any other rights and privileges herein granted, including but not limited to all federal, state and local environmental protection laws regulations, rules and ordinances;
- (e) CONCESSIONAIRE shall furnish good, prompt and efficient service, adequate to meet all reasonable demands for car rental service at the Airport on a competitive basis; and all rental automobiles made available hereunder shall be maintained at CONCESSIONAIRE'S sole cost and expense, in good operative order, free from known mechanical defects, and in clean, neat and attractive condition, inside and outside;

- (f) All personnel of CONCESSIONAIRE shall be neat, clean and courteous and shall not conduct business in a loud, noisy, offensive or objectionable manner, nor solicit business outside the space assigned in any manner whatsoever;
- (g) CONCESSIONAIRE shall at all times keep three years of accurate and complete records of CONCESSIONAIRE'S operations at the Airport, which records shall show, in addition to other things, Gross Revenues and services rendered for cash and/or credit by CONCESSIONAIRE at the Airport. AIRPORT, or any of its agents, upon reasonable notice, shall have the right to inspect, audit, check and make extracts from any of the books, records, journals, orders, correspondence, and other data relating to CONCESSIONAIRE'S operations at the Airport, without interference or delay and at AIRPORT cost at reasonable intervals determined by AIRPORT and during regular business hours. CONCESSIONAIRE shall, and upon execution of this Agreement has, notified the AIRPORT of the place or places of CONCESSIONAIRE'S records. AIRPORT shall have the right to discuss such records and matters of CONCESSIONAIRE'S business with CONCESSIONAIRE'S officers and accountants at all times. CONCESSIONAIRE shall promptly furnish the AIRPORT such information and reports regarding CONCESSIONAIRE'S business at the Airport as the AIRPORT shall reasonably request;
- (h) CONCESSIONAIRE shall undertake an affirmative action program as may be required by Title 14, Code of Federal Regulations, Part 152, Sub-part E, to insure that no person shall, on the grounds of race, creed, color, national origin or sex, be excluded from participation in any employment activities covered in Title 14, Code of Federal Regulations, Part 152, Sub-part E, or from participation in or receiving the services or benefits of any program or activity covered by said Subpart E;
- (i) No person on the grounds of race, color or national origin, religion, disability or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Airport or the Ready/Return Premises or in the provision of CONCESSIONAIRE'S services; and CONCESSIONAIRE shall use the Airport and the Ready/Return Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, as amended, and the State of Maine's Human Rights Act;
- (j) CONCESSIONAIRE shall exercise all reasonable and necessary steps to meet the AIRPORT'S Participation Goals for the Concession are met through partnership or joint venture with, subcontracting to, procuring materials, equipment or supplies from or other reasonable means of ensuring DBE/WBE participation; and
- (k) CONCESSIONAIRE shall include the provisions of the above clauses related to nondiscrimination in all contracts or other agreements related to or connected with this Agreement and shall cause all contractors to include such provisions in any future contracts or other such agreements.

ARTICLE VIII: OPERATING STANDARDS

Section 8.1. Rental Services. CONCESSIONAIRE shall at its discretion furnish automobile rental services on a fair, reasonable and non-discriminatory basis to all users and patrons as the

demand dictates at the Airport seven (7) days per week. CONCESSIONAIRE shall provide prompt, clean, courteous and efficient services adequate to meet all the reasonable demands for its services at the Airport.

Section 8.2. Operations. CONCESSIONAIRE shall conduct its operations in an orderly and proper manner so as not to annoy, disturb or be offensive to customers, patrons and other tenants at the Airport.

Section 8.3. Manager. CONCESSIONAIRE shall select and appoint a full-time manager of its automobile rental operations herein authorized. Such person shall be qualified and experienced, vested with full power and authority to act in the name of CONCESSIONAIRE with respect to the method, manner and conduct of the operation of CONCESSIONAIRE's automobile rental operations at the Airport. Such manager or supervisor shall be available at the Airport during regular business hours, and during such manager's absence, a duly authorized subordinate shall be in charge and be available at the Airport.

Section 8.4. Conduct. CONCESSIONAIRE shall control the conduct, demeanor and appearance of its officers, agents, employees, and representatives while on Airport property.

Section 8.5. Rental Fleet. CONCESSIONAIRE, at its discretion, stage ready for rent vehicles at the Airport to make available for customers using the Airport and to meet reasonable public demand. Such automobiles shall at all times be maintained by CONCESSIONAIRE at its own cost and expense, in good operating order and free from known mechanical defects and shall be kept in a clean, neat and attractive condition, inside and out. CONCESSIONAIRE agrees that it will at no time use automobiles whose year model is more than three (3) years older than the current year model.

Section 8.6. Licensing and Taxation. CONCESSIONAIRE shall strictly comply with the licensing and taxation laws of the State of Maine with respect to businesses engaged in the rental of motor vehicles.

Section 8.7. Invoices. CONCESSIONAIRE shall operate its business so that a duplicate rental agreement invoice shall be issued with each automobile rental transaction, whether for cash or credit, separately showing CONCESSIONAIRE's receipts or extensions of credit. Any deviation of this requirement shall require the prior written approval of AIRPORT, whose decision in that regard shall be final and absolute.

Section 8.8. Credit Card Payments. CONCESSIONAIRE, if compliance with the requirements applicable to the Payment Card Industry Data Security Standard, shall not be required to use any network other than its own private network, to ensure that customer credit card information is not compromised.

ARTICLE IX: INDEMNIFICATION

Section 9.1. CONCESSIONAIRE shall protect, defend, indemnify and hold AIRPORT, its officers, agents and employees, completely harmless from and against any and all liabilities, demands, suits, claims, losses, damages, fines, penalties, costs and judgments arising by reason of the injury or death of any person or damage to any property of any nature, including but not limited to injury or damage to AIRPORT employees or property, (including but not limited to those relating to or arising out of the violation of any federal, state, or local environmental protection, health or safety law, regulation, rule or ordinance), including all reasonable costs of investigation

and defense thereof (including but not limited to attorneys' fees and court costs), arising out of or incidental to any acts, omissions of CONCESSIONAIRE, its officers, employees, agents, representatives, contractors, sub-contractors, licensees or invitees related to:

- (i) This agreement,
- (ii) CONCESSIONAIRE's use or occupancy of, or operations on or in connection with, the Airport, the Ready/Return Spaces, or any portions thereof, or
- (iii) CONCESSIONAIRE's rights, responsibilities, or duties under this Agreement; except to the extent such injury, death or damage is caused by the gross negligence or willful misconduct of AIRPORT, its officers, agents or employees. AIRPORT shall give CONCESSIONAIRE reasonable notice of any such claims or actions. CONCESSIONAIRE, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to, and cooperative with, AIRPORT. The provisions of this Article IX shall survive the expiration or earlier termination of this Agreement.

ARTICLE X CANCELLATION BY AIRPORT

Section 10.1. Events. AIRPORT shall have the right to immediately cancel and terminate this Agreement in its entirety, upon or after the happening of one or more of the following events, if such event or events is then continuing:

- (a) CONCESSIONAIRE shall make a general assignment for the benefit of creditors;
- (b) To the extent permitted by law, CONCESSIONAIRE shall file a voluntary petition in bankruptcy or a petition seeking its reorganization or the readjustment of its indebtedness under the Bankruptcy Code (Title 11 of the United States Code) as now in effect or hereafter amended;
- (c) An involuntary petition in bankruptcy shall be filed against CONCESSIONAIRE and CONCESSIONAIRE is thereafter adjudicated bankrupt hereunder;
- (d) CONCESSIONAIRE shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of the property of CONCESSIONAIRE;
- (e) CONCESSIONAIRE shall default in fulfilling any of the terms, covenants or conditions required of it under this Agreement, or any other agreement executed between AIRPORT and CONCESSIONAIRE and CONCESSIONAIRE shall fail to remedy the default within fifteen (15) days following receipt by CONCESSIONAIRE of written demand from AIRPORT to do so, except that if the default cannot be cured within said fifteen (15) days by reason of the nature of such default, AIRPORT shall then have the right to cancel this Agreement only if CONCESSIONAIRE shall have failed to commence to remedy such default within fifteen (15) days following receipt of such written demand, or having so commenced, shall fail hereafter to continue with diligence the curing thereof. Notwithstanding the foregoing, CONCESSIONAIRE shall cure any failure to pay any rent, fee or charge due hereunder within fifteen (15) days of notice of such default.

Section 10.9. Remedies Cumulative. Any and all remedies of AIRPORT herein created or otherwise existing at law are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed advisable.

Section 10.10. Settlement. If proceedings shall at any time be commenced for recovery of possession as aforesaid and compromise or settlement shall be effected either before or after judgment whereby CONCESSIONAIRE shall be permitted to retain possession of the Car Rental Facilities Premises and/or the Ready/Return spaces, as the case may be, then such proceeding shall not constitute a waiver of any condition or agreement contained herein or of any subsequent breach thereof.

Section 10.11. Cooperation. Upon the termination of this Agreement, through passage of time or otherwise, CONCESSIONAIRE shall aid AIRPORT in all reasonable ways possible in AIRPORT of continuing the business of operating an on-airport automobile rental concession at the Airport uninterruptedly.

ARTICLE XI: SECURITY

Section 11.1. Federal Regulations. CONCESSIONAIRE agrees to observe all security requirements of Federal Aviation Regulations, amended hereafter, as approved by the FAA, and to take such steps as may be necessary or directed by AIRPORT to ensure that all officers, employees, representatives, invitees, and guests observe such requirements.

Section 11.2. Fines/Penalties. If AIRPORT incurs any fines and/or penalties imposed by the Federal Aviation Administration or any expense in enforcing the regulations of Federal Aviation Regulations, Part 1542, and/or the Airport security program, as a result of the acts or omissions of CONCESSIONAIRE, CONCESSIONAIRE agrees to pay and/or reimburse all such costs and expenses. CONCESSIONAIRE further agrees to rectify any security deficiency as may be determined as such by AIRPORT or the FAA. AIRPORT reserves the right to take whatever action necessary to rectify any security deficiency, at CONCESSIONAIRE'S cost and expense.

ARTICLE XII: HOLDING OVER

Section 12.1. No Extension. Any holding over by CONCESSIONAIRE after the expiration or earlier termination of this Agreement, without the written consent of AIRPORT, shall not be deemed to operate as an extension or renewal of this Agreement. In the event of such holding over, CONCESSIONAIRE shall be subject to all of the terms of this Agreement, other than term, during such period.

Section 12.2. Rentals. In the event AIRPORT approves holding over by CONCESSIONAIRE, CONCESSIONAIRE shall continue to pay AIRPORT in accordance with the terms and conditions applicable herein to the final year of this Agreement until such time as a new agreement is negotiated or until such time as the month-to-month tenancy is terminated by AIRPORT.

ARTICLE XIII NOTICES: PAYMENT ADDRESS

Section 13.1. Notices. Any notice given hereunder shall be given in writing, signed by the party giving such notice, and shall be sent by facsimile, overnight courier (courier prepaid), or

United States certified mail, return receipt requested, with proper postage and registration fees prepaid, addressed to the party for whom intended at the following address:

Auburn-Lewiston Municipal Airport
(Attn: Airport Administration Dept)
80 Airport Drive
Auburn, Maine 04210
Tel: (207) 786-0631
Fax: (207) 782-3024

Gitibin & Associates, Inc.
dba Go Rentals
4300 Campus Drive
Newport Beach, CA 92660
Phone: 949-222-1900

Notices sent by facsimile shall be deemed received at the time and date shown on the sender's facsimile machine-generated confirmation report, unless such date is not a business day, in which event the notice shall be deemed received on the next following business day. Notices sent via overnight courier shall be deemed received on the following business day. Notices sent by United States certified mail shall be deemed received on the fifth (5th) day following deposit in the United States mail, correctly addressed to the party for whom intended with all postage and registration fees paid.

Section 13.2. Payments. All payments required hereunder shall be made out to the AIRPORT and shall be mailed or hand-delivered to the Auburn-Lewiston Municipal, 80 Airport Drive, Auburn, Maine 04210.

ARTICLE XIV: GENERAL PROVISIONS

Section 14.1. Independent Contractor. CONCESSIONAIRE shall, at all times, be regarded as an independent contractor and shall at no time act as agent for AIRPORT. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures or any other similar such relationship between the parties hereto. The parties understand and agree that neither the method of computation of fees or rentals, nor any other provision contained herein, nor any acts of the parties hereto creates a relationship other than the independent relationship of AIRPORT and CONCESSIONAIRE.

Section 14.2. Approvals. Where this Agreement calls for approval by AIRPORT, such approval shall be evidenced by the written approval of the Airport Director or his/her designee.

Section 14.3. Non-Exclusive Right. It is not the intent of this Agreement to grant to CONCESSIONAIRE the exclusive right to provide car rental services at the Airport at any time during the term of this Agreement. AIRPORT reserves the right, at its sole discretion, to grant certain rights and privileges upon the Airport to others which are identical in part or in whole to those granted to CONCESSIONAIRE.

Section 14.4. United States Requirements. This Agreement is subject and subordinate to the provisions of any agreement hereof or hereafter made between AIRPORT and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required or is required as a condition precedent to the transfer of federal rights or property to AIRPORT for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport.

Section 14.5. No Waiver. No delay or omission by AIRPORT in exercising any right, power or remedy hereunder or otherwise afforded by contract, at law, in equity or by statute, shall

constitute an acquiescence therein, impair any other right, power or remedy hereunder, or otherwise afforded by contract, at law, in equity or by statute, or operate as a waiver of such right, power or remedy. No waiver by AIRPORT of any default by CONCESSIONAIRE hereunder shall operate as a waiver or any other default or the same default on a future occasion.

Section 14.6. Headings. The article and section headings contained in this Agreement are inserted for convenience of reference only, and shall not be construed as defining, limiting, extending or describing the scope of this Agreement, any article or section hereof, or the intent of any provision hereof.

Section 14.7. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

Section 14.8. Aerial Approaches. AIRPORT reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction or interference, together with the right to prevent CONCESSIONAIRE from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport, the Car Rental Facilities Premises or the Ready/Return Spaces, which in the opinion of AIRPORT, would limit the usefulness of the Airport or constitute a hazard to aircraft.

Section 14.9. Waiver of Claims. CONCESSIONAIRE hereby waives any claim against AIRPORT and its officers, directors, agents, servants, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, voidable, or delaying the same or any part thereof, from being carried out. Without limiting the foregoing, in no case shall the AIRPORT be liable to CONCESSIONAIRE or to any third party for any incidental, indirect, consequential, special or punitive damages, including without limitation lost profits, arising out of or relating to this Agreement or compliance with its terms.

Section 14.10. Incorporation of Exhibits. All exhibits referred to in this Agreement are intended to be and hereby are specifically made a part of this Agreement.

Section 14.11. Binding Effect. All terms, covenants, and conditions of this Agreement shall be binding upon and inure to the respective benefit of AIRPORT and CONCESSIONAIRE, their respective officers, employees, agents and representatives, all as the case may be.

Section 14.12. Right to Amend. In the event that the FAA or any other federal or state agency, department or bureau having jurisdiction over AIRPORT or the Airport requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, CONCESSIONAIRE shall make such amendments, modifications, revisions, supplements or deletions of any other the terms, conditions or requirements of this Agreement as may be reasonably required and any expenses resulting from such amendments, modifications, revisions, supplements or deletions shall be borne solely by the CONCESSIONAIRE.

Section 14.13. Time. Time is of the essence with regard to each and every provision of this Agreement.

Section 14.14. Force majeure. Neither AIRPORT nor CONCESSIONAIRE shall be deemed in violation of this Agreement if prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage or any other circumstances for which it is not responsible, or which are not within its control. The party claiming "force majeure" shall provide prompt written notice to the other party of such claim and the reason(s) therefore.

Section 14.15. Additional Space. If space is available, and at the sole option of AIRPORT, CONCESSIONAIRE may lease from AIRPORT additional storage, office, and other space identified by AIRPORT as available for such purposes, on terms to be negotiated by AIRPORT and CONCESSIONAIRE.

Section 14.16. Revenue Diversion Prohibited. CONCESSIONAIRE shall not cause or allow to be diverted from the Airport any of its automobile rental business in any manner to avoid or reduce its Gross Revenues upon which its financial obligations owed to AIRPORT are calculated.

Section 14.17. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be constructed in accordance with and governed by the laws of the State of Maine without regard to the principles of conflict of law, and CONCESSIONAIRE hereby agrees and submits to the personal jurisdiction of the state and federal courts within the state of Maine for the purpose of enforcing or construing this Agreement.

Section 14.18. Understanding. The parties hereto acknowledge that they have thoroughly read this Agreement, all exhibits or attachments hereto, and have sought and received competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein.

Section 14.19. Other Use. CONCESSIONAIRE shall not use or permit the use of the Ready/Return Premises, or any part thereof, for any purpose or use other than as authorized by this Agreement.

Section 14.20. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto and may be altered, amended, or modified only by written document executed by AIRPORT and CONCESSIONAIRE.

Section 14.21. Attorney's Fees. If an action shall be brought to recover any sum under this Agreement, or an account of any breach of or to enforce or interpret any of the terms, covenants, or conditions of this Agreement, AIRPORT shall be entitled to recover from CONCESSIONAIRE, as part of AIRPORT's cost, reasonable attorney's fee.

Section 14.22. Interpretation. This Agreement shall not be construed or interpreted in favor of or against either party on the basis of draftsmanship or preparation of the Agreement.

Section 14.23. Bankruptcy. If at any time proceeding in bankruptcy or under the Bankruptcy Code (Title 11 of the United States Code) as now in effect or as hereafter amended

shall be instituted by CONCESSIONAIRE, or if a petition for relief is granted against CONCESSIONAIRE in any involuntary bankruptcy proceeding, CONCESSIONAIRE shall pay in adequate protection payments the rentals and fees due under this Agreement until such time CONCESSIONAIRE elects to assume or reject this Agreement. If CONCESSIONAIRE defaults thereunder and fails to make any such payment due hereunder, (i) this Agreement shall be deemed to be rejected so that the Agreement will be terminated and AIRPORT shall have a claim against CONCESSIONAIRE for the rentals, fees, and other sums then due AIRPORT under this Agreement, and (ii) AIRPORT shall be entitled to relief from the automatic stay to enforce its rights under the terms of this Agreement.

Section 14.24. War. During any time of war or national emergency, AIRPORT shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended, and in that event, a just and proportionate part of the rent hereunder shall be abated.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed under seal by their respective duly authorized representatives as of the dates indicated below, but to be effective as of the day and year first above written.

WITNESS:

Neil B. Bunker
Name:

AIRPORT:

AUBURN-LEWISTON MUNICIPAL AIRPORT

By:

James H. Scheller, C.M.
Airport Manager

6/30/2022
Date

CONCESSIONAIRE:

GITIBIN & ASSOCIATES, INC.
dba GO RENTALS

Name:

By:

Mike Morris
Print Name: MIKE MORRIS Date
Title: VP



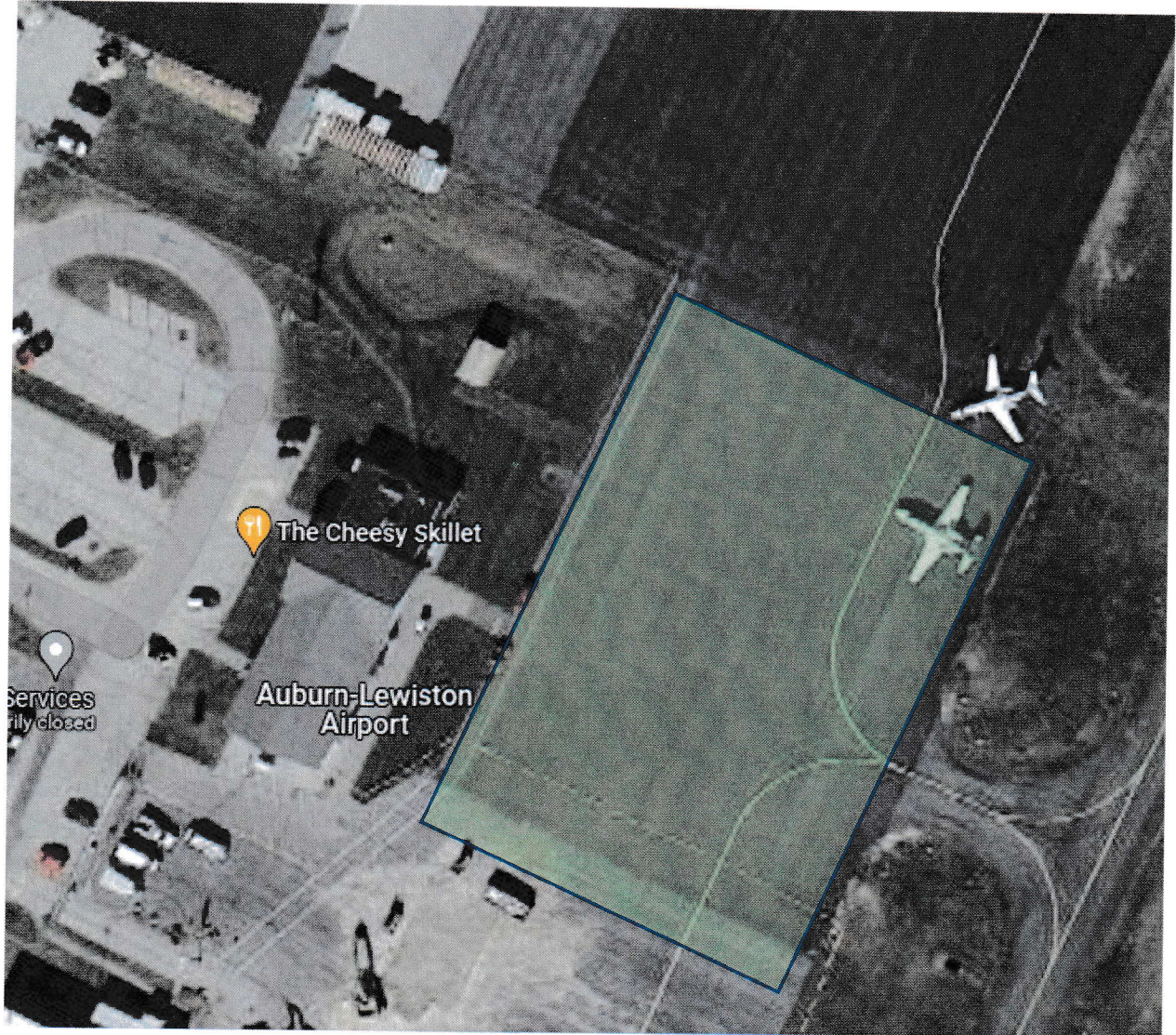
Ready/Return Parking Spaces. Six (6) spaces will be marked for Rental Car concession use.



Airport Terminal. The terminal is located 110 feet from the Ready/Return Parking Spaces



The green shaded area is the Ramp Area in front of the Airport Terminal.



The green shaded area is the Ramp Area in front of the Airport Terminal.



AUBURN-LEWISTON MUNICIPAL AIRPORT
OFF-SITE RENTAL CAR CONCESSION AGREEMENT

CONCESSIONAIRE

THE HERTZ CORPORATION

AIRPORT

AUBURN-LEWISTON MUNICIPAL AIRPORT BOARD OF DIRECTORS

Date of Execution: AUGUST 20, 2022

Initial Term: SEPTEMBER 1, 2022 - AUGUST 31, 2027

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EXHIBITS:

- A-1 Ready/Return Parking Spaces
- A-2 Airport Terminal

This Concession Agreement ("Agreement") is made and entered into as of this _____ day of August, 2022, by and between the **Auburn-Lewiston Municipal Airport** ("AIRPORT"), a quasi-government entity of the State of Maine and **The HERTZ Corporation** ("CONCESSIONAIRE"), a corporation with a principal office at Estero, Florida, and authorized to do business in the State of Maine.

WITNESSETH:

WHEREAS, the AIRPORT owns and operates the Auburn-Lewiston Municipal Airport (the "Airport"), located in the AIRPORT of Auburn, Androscoggin County, Maine; and

WHEREAS, off-site airport automobile rental services at the Airport are necessary for the proper accommodation of passengers arriving at and departing from the main terminal building at the Airport (hereinafter the "Terminal"); and

WHEREAS, CONCESSIONAIRE desires to make on-airport automobile rental services available at the Airport, and CONCESSIONAIRE is qualified, ready and able to perform said services, and to furnish proper facilities in connection therewith;

NOW, THEREFORE, in recognition and reliance upon the foregoing recitals, and in consideration of the mutual covenants and promises hereinafter set forth, and in exchange for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by the parties hereto, AIRPORT and CONCESSIONAIRE agree as follows:

ARTICLE I: DEFINITIONS

Section 1.1 Definitions. For the purpose of this Agreement, the following terms shall, unless the context requires otherwise, have the following meanings (terms defined in the singular shall have the same meaning when used in the plural and vice versa):

Agreement shall mean this Concession Agreement, those documents and agreements referenced in Section 2.1, and all amendments, modifications and supplements hereto and thereto.

Airport shall mean the Auburn-Lewiston Municipal Airport located in the AIRPORT of Auburn, Androscoggin County, Maine.

Airport Facility Charge shall mean, collectively, the fees and rentals in Section 5.4.

Car Rental Parking shall mean the parking spaces located on Airport property specifically designed to accommodate rental car services which may also be referred to herein as the "Facility" or "Facilities".

Car Rental Premises shall mean the counter space leased to CONCESSIONAIRE to conduct its rental car operations, as provided in Section 5.1 below, which may also be referred to herein as the "Premises".

CONCESSIONAIRE shall mean "named concessionaire", a corporation, its officers, agents and employees.

DBEMBE DBE shall mean Disadvantaged Business Enterprise as defined in 49 CFR Part 23, and shall include Small Business Concerns which are owned and controlled by Socially and Economically Disadvantaged Individuals; *WBE* shall mean Women Business Enterprises and shall include Small Business Concerns which are owned and controlled by women, who are presumed to be Socially and Economically Disadvantaged Individuals under Section 8(a) of the Small Business Act (15 U.S.C. section 637) and relevant regulations promulgated pursuant thereto.

Manager shall mean the Airport Manager of the Auburn-Lewiston Municipal Airport, and his or her authorized designee, also referred to herein as "Airport Manager".

Multi Branding shall mean owning or operating more than one brand names from the same car rental facility.

FAA shall mean the Federal Aviation Administration, an agency of the United States Government, and any successor thereto.

Gross Revenues shall mean any and all time and mileage charges, excluding CONCESSIONAIRE authorized discounts, whether for cash, credit, exchange or otherwise, for the rental of automobiles and rental transactions of every kind by CONCESSIONAIRE within the legal boundaries of the Airport and shall also include all sums received by CONCESSIONAIRE from customers by reason of their acceptance of personal accident insurance or other insurance coverage. Gross revenue further includes all additional driver and youthful driver charges, child restraint seat, ski and luggage rack charges and any equipment rental charge retained by CONCESSIONAIRE, any allowance for bad debts and inter-AIRPORT revenues. Revenues from rental transactions may be considered received on the date the rental transaction is closed.

The term *Gross Revenues* shall not mean or include: (i) any sums received from customers for gasoline or refueling service; (ii) the amount of federal, state, county or municipal sales or other similar taxes separately stated and collected and/or reimbursed from customers of CONCESSIONAIRE now or hereafter levied or imposed; (iii) any sums received as insurance or otherwise for damage to automobiles or other property of CONCESSIONAIRE, or for the loss, conversion, or abandonment of such automobiles, or any charges collected from a customer for damages to the automobile rented; (iv) any sums received for waiver by CONCESSIONAIRE of its right to recover from customers for damages to any automobile rented, (v) any sums received by reason of the CONCESSIONAIRE's disposal of operating facilities or personal property (capital assets), including vehicle sales, manufacturer rebates, and franchise rebates, (vi) any sums recovered from customers for the payment of traffic tickets, parking tickets, tolls, towing fees, impound fees, red light tickets and other governmental fines, which are incurred as a result of customers' actions, along with the administrative fee charged for the processing of such payment and recovery, OR (vii) carbon offsets based entirely upon proven amount paid on behalf of a car rental customer to 3rd party carbon offset provider.

Ready/Return Premises shall mean the parking space areas to be used by CONCESSIONAIRE as a ready/return area for its automobile rentals, as more specifically set forth in Section 5.2.

Small Business Concern shall have the meaning such term has under Section 3 of the Small Business Act (15 U.S.C. section 632) or such other laws or regulations as may be applicable, from time to time, to this transaction.

Socially and Economically Disadvantaged Individuals shall have the meaning such term has under Section 8(a) of the Small Business Act (15 U.S.C. section 637) and relevant regulations promulgated pursuant thereto.

Terminal shall mean the main terminal building at the Airport.

Section 1.2. References. For the purposes of this Agreement, the following references shall, unless the context requires otherwise, have the following meanings:

(a) The words "hereof," "herein," "herewith," "hereunder" and words of similar meaning shall refer to this Agreement as a whole and not to any particular provision of the Agreement, unless otherwise specified.

(b) Where the context requires, the use of singular numbers or pronouns shall include the plural and vice versa, and the use of pronouns of any gender shall include any other gender.

ARTICLE II : AGREEMENT

Section 2.1. Documents. The Agreement between the parties shall consist of this instrument and the following documents, which are incorporated herein as if copied at length:

(a) All insurance certificates and performance and payment bonds or letters of credit required by the terms of this Agreement; and

(b) All exhibits to this Agreement.

Section 2.2. Conflict in Terms. In the event of any conflict between the terms or provisions of this Agreement and the terms or provisions of any of the documents referenced in Section 2.1, the more restrictive on CONCESSIONAIRE shall control.

ARTICLE III: TERM

Section 3.1. The term of this Agreement shall be for sixty (60) months beginning on September 1, 2022 and terminating at 11:59 p.m. on August 31, 2027.

ARTICLE IV: RIGHTS AND PRIVILEGES

CONCESSIONAIRE shall have the following rights and privileges during the term of this Agreement:

Section 4.1. Automobile Rentals. CONCESSIONAIRE shall have the non-exclusive right and privilege to conduct automobile rental transactions at the Airport from the CONCESSIONAIRE'S off-site Car Rental Facility for the convenience of passengers utilizing the Airport, and patrons and tenants of the Airport. Such right includes the right to rent automobiles to the general public at or on the Airport; provided, however, that said rentals of automobiles shall be consistent with all applicable standards and policies of the Airport as such standards and policies may be developed and amended.

Section 4.2 Counter Space Area. CONCESSIONAIRE shall have the option to lease terminal space to develop counter space upon approval of drawings and plans approved by the Manager. Concessionaire will bear the costs of all construction to install counter space.

Section 4.3. No Service Facility. Service Facility Premises are not covered by this Agreement. Agreement intent is for an off-site Rental Car Facility conducting rental car leasing business on federally funded airport property.

Section 4.4. Ready/Return Parking Areas. CONCESSIONAIRE shall have the right to the non-exclusive use of a proportionate share of parking spaces to be used for automobile rental parking as provided in Section 5.2 below.

Section 4.5. Signs. CONCESSIONAIRE shall have the right to install and maintain standard corporate identifying signs and graphics in areas designated by the Airport Manager. All other signs and graphics in the Car Rental Facilities Premises and the Ready/Return premises designated for use by CONCESSIONAIRE shall be subject to the prior written approval of the Airport Manager. All signage shall conform to any applicable state, AIRPORT, or Airport ordinance or rules.

Section 4.6. Ingress/Egress. CONCESSIONAIRE shall have the non-exclusive right of ingress to and egress from the Airport Premises and the Ready/Return Premises over Airport roadways, including common-use roadways, subject to any rules or regulations which may have been established, or may be established in the future, by the AIRPORT, the United States (including, without limitation, the FAA), the County of Androscoggin and/or the State of Maine. Such right of ingress and egress shall apply to CONCESSIONAIRE'S employees, patrons, invitees, suppliers, and other authorized individuals. Such right of ingress and egress shall likewise apply to the transport of equipment and material of CONCESSIONAIRE.

ARTICLE V: RENTAL FEES, AND OTHER CHARGES

Section 5.1. Fees and Rentals. For the privilege of operating its off-site car rental services at the Airport and for the use of the Ready/Return premises, Concessionaire shall pay to the AIRPORT, for the concession rights and privileges granted herein, in the manner provided in this ARTICLE 5, an amount for each Concession Agreement Year (the "Concession Fee") equal to ten percent (10%) (the "Required Percentage") of its Gross Receipts for such Concession Agreement Year.

Section 5.2. Payment. The 10% payment will be paid on each month of the term of the Agreement beginning as of September 1, 2022, CONCESSIONAIRE shall absolutely and unconditionally pay the Monthly Fee to the Airport, in lawful money of the United States, on or before the twentieth (20th) business day of each calendar month of the term of this Agreement, beginning on September 20, 2022.

5.2.1. Along with the payment, CONCESSIONAIRE shall furnish to the Airport a written statement certifying the Gross Revenues derived from CONCESSIONAIRE'S Airport operations, accompanied by a full payment of the percentage fee due for the preceding month. If CONCESSIONAIRE is operating two brands, it shall report the revenue of each brand separately.

5.2.2. Said payment shall be made without need for invoice and shall be delivered to the Office of the Airport Manager at the address in Article XIII below. A detailed monthly gross revenues statement of all gross revenues received by CONCESSIONAIRE shall be kept on file for three (3) years at the Airport's office for review by the Airport Manager or his or her designee during regular business hours.

5.2.3. Annual Reconciliation. CONCESSIONAIRE shall furnish the AIRPORT a sworn statement certified by a public accountant showing all Gross Revenues derived from CONCESSIONAIRE'S operation of the automobile rental concession at the Airport for said contract year. Said financial statement shall be accompanied by a certification of the statements from an authorized officer of the corporation or a certified public accountant's report expressing his/her opinion as to the fairness of presentation of the Gross Revenues on the basis specified in this Agreement. Within ninety (90) days after the close of each fiscal year, the AIRPORT will reconcile the annual payments.

5.2.4. AIRPORT right to audit. AIRPORT and/or its designated representatives reserve the right to review and/or audit CONCESSIONAIRE'S books and records at any time during regular business hours for the purpose of verifying the Gross Revenues hereunder, upon reasonable notice. AIRPORT and/or its designated representatives further reserve the right to review the work papers and files of the certified public accountant which were generated or relied upon in expressing his/her opinion, or all similar information used by the authorized officer of the corporation certifying the statements as required by this Agreement. If, as a result of such an audit, it is established by AIRPORT that CONCESSIONAIRE has understated the Gross Revenues received by it by four percent (4%) or more (after the deductions and exclusions provided for herein), the entire expense of said audit shall be borne by CONCESSIONAIRE.

5.2.5. Any additional percentage payments due shall forthwith be paid by CONCESSIONAIRE to AIRPORT with interest thereon at the rate of one and one-half percent (1 ½%) per month from the date such additional percentage fee originally was due.

Section 5.3. Customer Facility Charge. A Customer Facility Charge (CFC) will be assessed at two dollars (\$2.00) for each twenty-four (24) hour period, or portion thereof for which a full day's rental rate is assessed for each car rental, up to five days commencing on July 1, 2022. In the event Concessionaire offers a Grace Period for the vehicle rental returns (up to two (2) hours), such Grace Period will be considered the same twenty-four (24) hour period.

- a) Payment. CONCESSIONAIRE shall collect the CFC from each customer in the amount mandated by AIRPORT and shall remit all CFCs collected each month to the Airport, on or before the twentieth (20th) business day of each subsequent calendar month of the term of this Agreement. Along with the payment, CONCESSIONAIRE shall furnish AIRPORT a written statement certifying the amount of CFCs collected from customers accompanied by a full payment of the CFCs collected in the preceding calendar month. CONCESSIONAIRE shall provide disclosure of the CFC on its reservation systems at commencement of this agreement and shall collect the CFC on all rentals resulting from reservations made on or after that date, which rentals commence on July 1, 2022, or thereafter. The CFCs collected and remitted shall not be considered income, revenue or any other asset to CONCESSIONAIRE, and CONCESSIONAIRE shall have no ownership or property interest in such CFCs.
- b) Annual Adjustment. The amount collected shall be used exclusively to fund the car rental portion of the parking lot improvements bonds, snow removal, airport related customer service indirect relation to the CONCESSIONAIRE'S car rental transaction, and other related improvements, and rental car operating and maintenance costs. The CFC will remain at \$2.00 for the term of this agreement.

- c) Ready Space Charge. There will be no additional ready space charge for the term of this agreement.

Section 5.3. Cancellation or Termination of Agreement. In the event of a cancellation or termination of this Agreement based upon circumstances described in Section 10.1, the CONCESSIONAIRE shall be refunded any credit due at the time of such termination or cancellation.

Section 5.4. Delinquency Charge. In the event any payment due the AIRPORT under this Agreement is late and CONCESSIONAIRE knows or has reason to know of such late payment, CONCESSIONAIRE shall pay a late charge of one and one-half percent (1 and ½ %) per month on all sums due and unpaid.

ARTICLE VI: AIRPORT'S COVENANTS

Airport covenants, warrants, and agrees that:

- (a) Airport has lawful possession of the Terminal area for which Concessionaire customers and its associates and officers conduct rental car transactions, Car Rental Ready/Return Premises and is authorized to execute this Agreement;
- (b) AIRPORT shall maintain all public and common or joint use areas of the Airport in good repair, and shall make such repairs, replacements or additions thereto as it considers, in its sole discretion, necessary for the safe and efficient operation of the Airport;
- (c) AIRPORT shall provide for, install and construct, and, throughout the term of this Agreement, maintain and keep in repair, and open to traffic, a road or roads suitable for vehicular traffic connecting the Ready/Return Premises, which road or roads CONCESSIONAIRE is hereby given the right to use, in common with others, for movement of its vehicles throughout the term of this Agreement; and

ARTICLE VII: CONCESSIONAIRE'S COVENANTS

CONCESSIONAIRE covenants, warrants and agrees that:

- (a) CONCESSIONAIRE is a corporation duly organized and validly existing, authorized to do and doing business in the State of Maine;
- (b) CONCESSIONAIRE is authorized by its directors and shareholders, as appropriate, to enter into this Agreement and consummate the transactions contemplated hereby;
- (c) CONCESSIONAIRE shall pay the rents, fees and other charges herein provided, and submit all documentation required hereunder, at such times and places as the same are due;
- (d) CONCESSIONAIRE shall observe and comply with all present and future laws, ordinances, orders, directives, rules and regulations of the Airport, and the respective agencies, departments, authorities or commissions of each which may either directly or indirectly affect CONCESSIONAIRE or its operations on, or in connection with, the AIRPORT and any other rights and privileges herein granted, including but not limited to all federal, state and local environmental protection laws regulations, rules and ordinances;

- (e) CONCESSIONAIRE shall furnish good, prompt and efficient service, adequate to meet all reasonable demands for car rental service at the Airport on a competitive basis; and all rental automobiles made available hereunder shall be maintained at CONCESSIONAIRE'S sole cost and expense, in good operative order, free from known mechanical defects, and in clean, neat and attractive condition, inside and outside;
- (f) All personnel of CONCESSIONAIRE shall be neat, clean and courteous and shall not conduct business in a loud, noisy, offensive or objectionable manner, nor solicit business outside the space assigned in any manner whatsoever;
- (g) CONCESSIONAIRE shall at all times keep three years of accurate and complete records of CONCESSIONAIRE'S operations at the Airport, which records shall show, in addition to other things, Gross Revenues and services rendered for cash and/or credit by CONCESSIONAIRE at the Airport. AIRPORT, or any of its agents, upon reasonable notice, shall have the right to inspect, audit, check and make extracts from any of the books, records, journals, orders, correspondence, and other data relating to CONCESSIONAIRE'S operations at the Airport, without interference or delay and at AIRPORT cost at reasonable intervals determined by AIRPORT and during regular business hours. CONCESSIONAIRE shall, and upon execution of this Agreement has, notified the AIRPORT of the place or places of CONCESSIONAIRE'S records. AIRPORT shall have the right to discuss such records and matters of CONCESSIONAIRE'S business with CONCESSIONAIRE'S officers and accountants at all times. CONCESSIONAIRE shall promptly furnish the AIRPORT such information and reports regarding CONCESSIONAIRE'S business at the Airport as the AIRPORT shall reasonably request;
- (h) CONCESSIONAIRE shall undertake an affirmative action program as may be required by Title 14, Code of Federal Regulations, Part 152, Sub-part E, to insure that no person shall, on the grounds of race, creed, color, national origin or sex, be excluded from participation in any employment activities covered in Title 14, Code of Federal Regulations, Part 152, Sub-part E, or from participation in or receiving the services or benefits of any program or activity covered by said Subpart E;
- (i) No person on the grounds of race, color or national origin, religion, disability or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Airport or the Ready/Return Premises or in the provision of CONCESSIONAIRE'S services; and CONCESSIONAIRE shall use the Airport and the Ready/Return Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, as amended, and the State of Maine's Human Rights Act;
- (j) CONCESSIONAIRE shall exercise all reasonable and necessary steps to meet the AIRPORT'S Participation Goals for the Concession are met through partnership or joint venture with, subcontracting to, procuring materials, equipment or supplies from or other reasonable means of ensuring DBE/WBE participation; and
- (k) CONCESSIONAIRE shall include the provisions of the above clauses related to nondiscrimination in all contracts or other agreements related to or connected with this

Agreement and shall cause all contractors to include such provisions in any future contracts or other such agreements.

ARTICLE VIII: OPERATING STANDARDS

Section 8.1. Rental Services. CONCESSIONAIRE shall at its discretion furnish automobile rental services on a fair, reasonable and non-discriminatory basis to all users and patrons as the demand dictates at the Airport seven (7) days per week. CONCESSIONAIRE shall provide prompt, clean, courteous and efficient services adequate to meet all the reasonable demands for its services at the Airport.

Section 8.2. Operations. CONCESSIONAIRE shall conduct its operations in an orderly and proper manner so as not to annoy, disturb or be offensive to customers, patrons and other tenants at the Airport.

Section 8.3. Manager. CONCESSIONAIRE shall select and appoint a full-time manager of its automobile rental operations herein authorized. Such person shall be qualified and experienced, vested with full power and authority to act in the name of CONCESSIONAIRE with respect to the method, manner and conduct of the operation of CONCESSIONAIRE's automobile rental operations at the Airport. Such manager or supervisor shall be available at the Airport during regular business hours, and during such manager's absence, a duly authorized subordinate shall be in charge and be available at the Airport.

Section 8.4. Conduct. CONCESSIONAIRE shall control the conduct, demeanor and appearance of its officers, agents, employees, and representatives while on Airport property.

Section 8.5. Rental Fleet. CONCESSIONAIRE, at its discretion, stage ready for rent vehicles at the Airport to make available for customers using the Airport and to meet reasonable public demand. Such automobiles shall at all times be maintained by CONCESSIONAIRE at its own cost and expense, in good operating order and free from known mechanical defects and shall be kept in a clean, neat and attractive condition, inside and out. CONCESSIONAIRE agrees that it will at no time use automobiles whose year model is more than three (3) years older than the current year model.

Section 8.6. Licensing and Taxation. CONCESSIONAIRE shall strictly comply with the licensing and taxation laws of the State of Maine with respect to businesses engaged in the rental of motor vehicles.

Section 8.7. Invoices. CONCESSIONAIRE shall operate its business so that a duplicate rental agreement invoice shall be issued with each automobile rental transaction, whether for cash or credit, separately showing CONCESSIONAIRE's receipts or extensions of credit. Any deviation of this requirement shall require the prior written approval of AIRPORT, whose decision in that regard shall be final and absolute.

Section 8.8. Credit Card Payments. CONCESSIONAIRE, in compliance with the requirements applicable to the Payment Card Industry Data Security Standard, shall not be required to use any network other than its own private network, to ensure that customer credit card information is not compromised.

ARTICLE IX: INDEMNIFICATION

Section 9.1. CONCESSIONAIRE shall protect, defend, indemnify and hold AIRPORT, its officers, agents and employees, completely harmless from and against any and all liabilities, demands, suits, claims, losses, damages, fines, penalties, costs and judgments arising by reason of the injury or death of any person or damage to any property of any nature, including but not limited to injury or damage to AIRPORT employees or property, (including but not limited to those relating to or arising out of the violation of any federal, state, or local environmental protection, health or safety law, regulation, rule or ordinance), including all reasonable costs of investigation and defense thereof (including but not limited to attorneys' fees and court costs), arising out of or incidental to any acts, omissions of CONCESSIONAIRE, its officers, employees, agents, representatives, contractors, sub-contractors, licensees or invitees related to:

- (i) This agreement,
- (ii) CONCESSIONAIRE's use or occupancy of, or operations on or in connection with, the Airport, the Ready/Return Spaces, or any portions thereof, or
- (iii) CONCESSIONAIRE's rights, responsibilities, or duties under this Agreement; except to the extent such injury, death or damage is caused by the gross negligence or willful misconduct of AIRPORT, its officers, agents or employees. AIRPORT shall give CONCESSIONAIRE reasonable notice of any such claims or actions. CONCESSIONAIRE, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to, and cooperative with, AIRPORT. The provisions of this Article IX shall survive the expiration or earlier termination of this Agreement.

Section 9.2. CONCESSIONAIRE agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against the AIRPORT. CONCESSIONAIRE hereby, expressly and without reservation, waives any defense or immunity to which it might otherwise be entitled under Workers' Compensation laws, the general statutes of Maine or judicial decisions, disallowing or limiting such indemnification, and consents to a cause of action for indemnity. In the event such waiver is not reasonably commercially available, CONCESSIONAIRE shall defend, indemnify, and hold the AIRPORT harmless from any such subrogated claims.

ARTICLE X CANCELLATION BY AIRPORT

Section 10.1. Events. AIRPORT shall have the right to immediately cancel and terminate this Agreement in its entirety, upon or after the happening of one or more of the following events, if such event or events is then continuing:

- (a) CONCESSIONAIRE shall make a general assignment for the benefit of creditors;
- (b) To the extent permitted by law, CONCESSIONAIRE shall file a voluntary petition in bankruptcy or a petition seeking its reorganization or the readjustment of its indebtedness under the Bankruptcy Code (Title 11 of the United States Code) as now in effect or hereafter amended;
- (c) An involuntary petition in bankruptcy shall be filed against CONCESSIONAIRE and CONCESSIONAIRE is thereafter adjudicated bankrupt hereunder;

- (d) CONCESSIONAIRE shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of the property of CONCESSIONAIRE;
- (e) CONCESSIONAIRE shall default in fulfilling any of the terms, covenants or conditions required of it under this Agreement, or any other agreement executed between AIRPORT and CONCESSIONAIRE and CONCESSIONAIRE shall fail to remedy the default within fifteen (15) days following receipt by CONCESSIONAIRE of written demand from AIRPORT to do so, except that if the default cannot be cured within said fifteen (15) days by reason of the nature of such default, AIRPORT shall then have the right to cancel this Agreement only if CONCESSIONAIRE shall have failed to commence to remedy such default within fifteen (15) days following receipt of such written demand, or having so commenced, shall fail hereafter to continue with diligence the curing thereof. Notwithstanding the foregoing, CONCESSIONAIRE shall cure any failure to pay any rent, fee or charge due hereunder within fifteen (15) days of notice of such default.

Section 10.9. Remedies Cumulative. Any and all remedies of AIRPORT herein created or otherwise existing at law are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed advisable.

Section 10.10. Settlement. If proceedings shall at any time be commenced for recovery of possession as aforesaid and compromise or settlement shall be effected either before or after judgment whereby CONCESSIONAIRE shall be permitted to retain possession of the Car Rental Facilities Premises and/or the Ready/Return spaces, as the case may be, then such proceeding shall not constitute a waiver of any condition or agreement contained herein or of any subsequent breach thereof.

Section 10.11. Cooperation. Upon the termination of this Agreement, through passage of time or otherwise, CONCESSIONAIRE shall aid AIRPORT in all reasonable ways possible in AIRPORT of continuing the business of operating an on-airport automobile rental concession at the Airport uninterruptedly.

ARTICLE XI: SECURITY

Section 11.1. Federal Regulations. CONCESSIONAIRE agrees to observe all security requirements of Federal Aviation Regulations, amended hereafter, as approved by the FAA, and to take such steps as may be necessary or directed by AIRPORT to ensure that all officers, employees, representatives, invitees, and guests observe such requirements.

Section 11.2. Fines/Penalties. If AIRPORT incurs any fines and/or penalties imposed by the Federal Aviation Administration or any expense in enforcing the regulations of Federal Aviation Regulations, Part 1542, and/or the Airport security program, as a result of the acts or omissions of CONCESSIONAIRE, CONCESSIONAIRE agrees to pay and/or reimburse all such costs and expenses. CONCESSIONAIRE further agrees to rectify any security deficiency as may be determined as such by AIRPORT or the FAA. AIRPORT reserves the right to take whatever action necessary to rectify any security deficiency, at CONCESSIONAIRE'S cost and expense.

ARTICLE XII: HOLDING OVER

Section 12.1. No Extension. Any holding over by CONCESSIONAIRE after the expiration or earlier termination of this Agreement, without the written consent of AIRPORT, shall not be deemed to operate as an extension or renewal of this Agreement. In the event of such holding over, CONCESSIONAIRE shall be subject to all of the terms of this Agreement, other than term, during such period.

Section 12.2. Rentals. In the event AIRPORT approves holding over by CONCESSIONAIRE, CONCESSIONAIRE shall continue to pay AIRPORT in accordance with the terms and conditions applicable herein to the final year of this Agreement until such time as a new agreement is negotiated or until such time as the month-to-month tenancy is terminated by AIRPORT.

ARTICLE XIII NOTICES: PAYMENT ADDRESS

Section 13.1. Notices. Any notice given hereunder shall be given in writing, signed by the party giving such notice, and shall be sent by facsimile, overnight courier (courier prepaid), or United States certified mail, return receipt requested, with proper postage and registration fees prepaid, addressed to the party for whom intended at the following address:

Auburn-Lewiston Municipal Airport
(Attn: Airport Administration Dept)
80 Airport Drive
Auburn, Maine 04210
Tel: (207) 786-0631
Fax: (207) 782-3024

The Hertz Corporation
8501 Williams Road
Estero, Florida 33928
Tel: (239) 301-7794
Email: airports@hertz.com

Notices sent by facsimile shall be deemed received at the time and date shown on the sender's facsimile machine-generated confirmation report, unless such date is not a business day, in which event the notice shall be deemed received on the next following business day. Notices sent via overnight courier shall be deemed received on the following business day. Notices sent by United States certified mail shall be deemed received on the fifth (5th) day following deposit in the United States mail, correctly addressed to the party for whom intended with all postage and registration fees paid.

Section 13.2. Payments. All payments required hereunder shall be made out to the AIRPORT and shall be mailed or hand-delivered to the Auburn-Lewiston Municipal, 80 Airport Drive, Auburn, Maine 04210.

ARTICLE XIV: GENERAL PROVISIONS

Section 14.1. Independent Contractor. CONCESSIONAIRE shall, at all times, be regarded as an independent contractor and shall at no time act as agent for AIRPORT. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures or any other similar such relationship between the parties hereto. The parties understand and agree that neither the method of computation of fees or rentals, nor any other provision contained herein, nor any acts of the parties hereto creates a relationship other than the independent relationship of AIRPORT and CONCESSIONAIRE.

Section 14.2. Approvals. Where this Agreement calls for approval by AIRPORT, such approval shall be evidenced by the written approval of the Airport Director or his/her designee.

Section 14.3. Non-Exclusive Right. It is not the intent of this Agreement to grant to CONCESSIONAIRE the exclusive right to provide car rental services at the Airport at any time during the term of this Agreement. AIRPORT reserves the right, at its sole discretion, to grant certain rights and privileges upon the Airport to others which are identical in part or in whole to those granted to CONCESSIONAIRE.

Section 14.4. United States Requirements. This Agreement is subject and subordinate to the provisions of any agreement hereof or hereafter made between AIRPORT and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required or is required as a condition precedent to the transfer of federal rights or property to AIRPORT for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport.

Section 14.5. No Waiver. No delay or omission by AIRPORT in exercising any right, power or remedy hereunder or otherwise afforded by contract, at law, in equity or by statute, shall constitute an acquiescence therein, impair any other right, power or remedy hereunder, or otherwise afforded by contract, at law, in equity or by statute, or operate as a waiver of such right, power or remedy. No waiver by AIRPORT of any default by CONCESSIONAIRE hereunder shall operate as a waiver or any other default or the same default on a future occasion.

Section 14.6. Headings. The article and section headings contained in this Agreement are inserted for convenience of reference only, and shall not be construed as defining, limiting, extending or describing the scope of this Agreement, any article or section hereof, or the intent of any provision hereof.

Section 14.7. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

Section 14.8. Aerial Approaches. AIRPORT reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction or interference, together with the right to prevent CONCESSIONAIRE from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport, the Car Rental Facilities Premises or the Ready/Return Spaces, which in the opinion of AIRPORT, would limit the usefulness of the Airport or constitute a hazard to aircraft.

Section 14.9. Waiver of Claims. CONCESSIONAIRE hereby waives any claim against AIRPORT and its officers, directors, agents, servants, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, voidable, or delaying the same or any part thereof, from being carried out. Without limiting the foregoing, in no case shall the AIRPORT be liable to CONCESSIONAIRE or to any third party for any incidental, indirect, consequential, special or punitive damages, including without limitation lost profits, arising out of or relating to this Agreement or compliance with its terms.

Section 14.10. Incorporation of Exhibits. All exhibits referred to in this Agreement are intended to be and hereby are specifically made a part of this Agreement.

Section 14.11. Binding Effect. All terms, covenants, and conditions of this Agreement shall be binding upon and inure to the respective benefit of AIRPORT and CONCESSIONAIRE, their respective officers, employees, agents and representatives, all as the case may be.

Section 14.12. Right to Amend. In the event that the FAA or any other federal or state agency, department or bureau having jurisdiction over AIRPORT or the Airport requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, CONCESSIONAIRE shall make such amendments, modifications, revisions, supplements or deletions of any other the terms, conditions or requirements of this Agreement as may be reasonably required and any expenses resulting from such amendments, modifications, revisions, supplements or deletions shall be borne solely by the CONCESSIONAIRE.

Section 14.13. Time. Time is of the essence with regard to each and every provision of this Agreement.

Section 14.14. Force majeure. Neither AIRPORT nor CONCESSIONAIRE shall be deemed in violation of this Agreement if prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage or any other circumstances for which it is not responsible or which are not within its control. The party claiming "force majeure" shall provide prompt written notice to the other party of such claim and the reason(s) therefore.

Section 14.15. Additional Space. If space is available, and at the sole option of AIRPORT, CONCESSIONAIRE may lease from AIRPORT additional storage, office, and other space identified by AIRPORT as available for such purposes, on terms to be negotiated by AIRPORT and CONCESSIONAIRE.

Section 14.16. Revenue Diversion Prohibited. CONCESSIONAIRE shall not cause or allow to be diverted from the Airport any of its automobile rental business in any manner to avoid or reduce its Gross Revenues upon which its financial obligations owed to AIRPORT are calculated.

Section 14.17. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be constructed in accordance with and governed by the laws of the State of Maine without regard to the principles of conflict of law, and CONCESSIONAIRE hereby agrees and submits to the personal jurisdiction of the state and federal courts within the state of Maine for the purpose of enforcing or construing this Agreement.

Section 14.18. Understanding. The parties hereto acknowledge that they have thoroughly read this Agreement, all exhibits or attachments hereto, and have sought and received competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein.

Section 14.19. Other Use. CONCESSIONAIRE shall not use or permit the use of the Ready/Return Premises, or any part thereof, for any purpose or use other than as authorized by this Agreement.

Section 14.20. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto and may be altered, amended, or modified only by written document executed by AIRPORT and CONCESSIONAIRE.

Section 14.21. Attorney's Fees. If an action shall be brought to recover any sum under this Agreement, or an account of any breach of or to enforce or interpret any of the terms, covenants, or conditions of this Agreement, AIRPORT shall be entitled to recover from CONCESSIONAIRE, as part of AIRPORT's cost, reasonable attorney's fee.

Section 14.22. Interpretation. This Agreement shall not be construed or interpreted in favor of or against either party on the basis of draftsmanship or preparation of the Agreement.

Section 14.23. Bankruptcy. If at any time proceeding in bankruptcy or under the Bankruptcy Code (Title 11 of the United States Code) as now in effect or as hereafter amended shall be instituted by CONCESSIONAIRE, or if a petition for relief is granted against CONCESSIONAIRE in any involuntary bankruptcy proceeding, CONCESSIONAIRE shall pay in adequate protection payments the rentals and fees due under this Agreement until such time CONCESSIONAIRE elects to assume or reject this Agreement. If CONCESSIONAIRE defaults thereunder and fails to make any such payment due hereunder, (i) this Agreement shall be deemed to be rejected so that the Agreement will be terminated and AIRPORT shall have a claim against CONCESSIONAIRE for the rentals, fees, and other sums then due AIRPORT under this Agreement, and (ii) AIRPORT shall be entitled to relief from the automatic stay to enforce its rights under the terms of this Agreement.

Section 14.24. War. During any time of war or national emergency, AIRPORT shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended, and in that event, a just and proportionate part of the rent hereunder shall be abated.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed under seal by their respective duly authorized representatives as of the dates indicated below, but to be effective as of the day and year first above written.

WITNESS:

Margaret Michael 8/19/22
Name:

AIRPORT:

AUBURN LEWISTON MUNICIPAL AIRPORT

By: [Signature] 8/19/2022
Name: James H. Scheller Date
Airport Manager

CONCESSIONAIRE:

THE HERTZ CORPPORATION

Linda Dravin
Name: Linda Dravin

By: [Signature]
Print Name: Stephen A. Blum Date 8/18/2022
Title: Senior Vice President, Real Estate & Facilities

3rd Party HR Agreement

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made effective as of November 17, 2022, by and between the Auburn-Lewiston Municipal Airport (the "Recipient"), of 80 Airport Drive, Auburn, Maine, and HR Maine Consulting (the "Contractor"), of 40 Forest Falls Drive, Yarmouth, Maine. In this Agreement, the party who is contracting to receive the services shall be referred to as "Recipient", and the party who will be providing the services shall be referred to as "Contractor."

1. DESCRIPTION OF SERVICES. Beginning on November 17, 2022, the Contractor will provide the following services (collectively, the "Services")

Human Resources Professional Services

Furthermore, the Contractor has the right of control over how the Contractor will perform the services. The Recipient does not have this right of control over how the Contractor will perform the services.

2. PAYMENT FOR SERVICES. The Recipient will pay compensation to the Contractor for the Services. Payments will be made as follows:

\$110.00 per hour plus mileage reimbursement at current IRS rates, if applicable

No other fees and/or expenses will be paid to the Contractor, unless such fees and/or expenses have been approved in advance by the appropriate executive on behalf of the Recipient in writing. The Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

3. TERM/TERMINATION. Termination of this agreement will occur as follows:

This Agreement will terminate upon final services rendered.

Furthermore, the Contractor has the ability to terminate this Agreement "at will."

A regular, ongoing relationship of indefinite term is not contemplated. The Recipient has no right to assign services to the Contractor other than as specifically contemplated by this Agreement. However, the parties may mutually agree that the Contractor shall perform other services for the Recipient, pursuant to the terms of this Agreement.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that the Contractor is an independent contractor with respect to the Recipient, and not an employee of the Recipient. The Recipient will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

It is contemplated that the relationship between the Contractor and the Recipient shall be a non-exclusive one. The Contractor also performs services for other organizations and/or individuals. The Recipient has no right to further inquire into the Contractor's other activities.

5. RECIPIENT'S CONTROL. The Recipient has no right or power to control or otherwise interfere with the Contractor's mode of effecting performance under this Agreement. The Recipient's only concern is the result of the Contractor's work, and not the means of accomplishing it. Except in extraordinary circumstances and when necessary, the Contractor shall perform the Services without direct supervision by the Recipient.

6. PROFESSIONAL CAPACITY. The Contractor is a professional who uses its own professional and business methods to perform services. The Contractor has not and will not receive training from the Recipient regarding how to perform the Services.

7. PERSONAL SERVICES NOT REQUIRED. The Contractor is not required to render the Services personally and may employ others to perform the Services on behalf of the Recipient without the Recipient's knowledge or consent. If the Contractor has assistants, it is the Contractor's responsibility to hire them and to provide materials for them.

8. NO LOCATION ON PREMISES. The Contractor has no desk or other equipment either located at or furnished by the Recipient. Except to the extent that the Contractor works in a territory as defined by the Recipient, its services are not integrated into the mainstream of the Recipient's business.

9. NO SET WORK HOURS. The Contractor has no set hours of work. There is no requirement that the Contractor work full time or otherwise account for work hours.

10. EXPENSES. The Recipient will reimburse the Contractor for mileage according to the current IRS rate.

11. CONFIDENTIALITY. Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Recipient. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Recipient, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Recipient, and any and all trade secrets, customer lists, or pricing information of the Recipient. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. The Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Contractor will return to the Recipient all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.

12. INDEMNIFICATION. The Contractor agrees to indemnify and hold harmless the Recipient from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Recipient that result from the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents.

13. NO RIGHT TO ACT AS AGENT. An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Recipient has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Recipient has or retains the right to stop work done improperly. The Contractor has no right to

act as an agent for the Recipient and has an obligation to notify any involved parties that it is not an agent of the Recipient.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

15. WAIVER OF BREACH. The waiver by the Recipient of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

16. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Maine.

18. SIGNATORIES. This Agreement shall be signed by James Scheller, CM on behalf of the Auburn-Lewiston Municipal Airport and by Betsy L. Oulton, President on behalf of HR Maine Consulting. This Agreement is effective as of the date first above written.

I understand & agree this is a legal representation of my signature.

Recipient:
Auburn-Lewiston Municipal Airport

By: _____ Date: _____

James Scheller, CM
Airport Manager

Contractor:
HR Maine Consulting

By: *Betsy L. Oulton* Date: November 17, 2022

Betsy L. Oulton, AIC, SHRM-CP, ICMA-SCP
President



HR MAINE CONSULTING
Providing Tools, Training and Knowledge

November 21, 2022

James H. Scheller, C.M.
Airport Manager
Auburn-Lewiston Municipal Airport
80 Airport Drive
Auburn, ME 04210

RE: Human Resources Outsourcing Proposal

James,

Thank you for your consideration in obtaining my services for outsourcing some of your human resources functions. In addition to your request for proposal, I have included a sample contract, certificate of insurance, and a brief bio.

Scope of Services

- Review and update the Airport's Personnel Handbook (10 hours)
- Review and update Job Descriptions (20 hours)
- Guidance on complex employee issues (e.g. FMLA) on an as needed basis.
- Facilitation of one, two-to-four-hour long training with the topic to be determined at a later date by mutual agreement by the Manager and the Consultant. (6 hours)
- Creation and facilitation of an official evaluation process for the Airport Manager including but not limited to conducting 3rd party staff evaluations. (10 hours)

Fees

Betsy Oulton of HR Maine Consulting will be performing the work. The work is performed on an hourly basis at a rate of pay of \$110.00. Travel costs will be reimbursed at the current IRS mileage rate. The client will be billed every two weeks for services rendered.

References

Bryan Kaenrath, City Administrator
City of Saco, Maine
Phone: 207-282-4191
Email: bkaenrath@sacomaine.org



HR MAINE CONSULTING
Providing Tools, Training and Knowledge

Emily Roy, Director of Communications, and Interim HR Director

City of Saco, Maine

Phone: 207-710-5002

Email: eroy@sacomaine.org

Nick Rico, Superintendent

Wells Sanitary District

Phone: 207-646-5906

Email: nick@wellssanitarydistrict.com

Please contact me with any questions or clarifications. I look forward to our partnership in this very important endeavor, if selected.

Sincerely,

Betsy L. Oulton, AIC, SHRM-CP, IPMA-SCP

President of HR Maine Consulting

Cc: Sample Contract

Certificate of Insurance

Bio

Aviation Attorney Email

RE: KLEW Airport: Request for services



Alison Squicciarro <ALS@lopal.com>

To: Airport Manager
Cc: Grace Louise Baldwin

You replied to this message on 11/10/2022 10:00 AM.



Tue 11/1/2022 4:46 PM

James:

Please call me Alison. Thank you for your email and interest in retaining our services. We bill hourly and our rates range from \$135.00 - \$550.00. I would be doing most of the work and bill at \$500 per hour. Before we could start, we would need to complete a conflict check, require an engagement agreement and advance fee deposit.

I would like to set up a call to better understand the scope of the work. By copy of this email to my assistant Grace, I'll ask that she reach out to you, do an intake and set an initial 15-minute call to better understand the work and scope and determine how much of an advance fee deposit would be required.

Regards . . . Alison

Alison L. Squicciarro, als@lopal.com
Law Offices of Paul A. Lange, LLC www.lopal.com
Practicing in CT, NY & MA; nationwide in aviation regulatory and transactional matters



CT office: 80 Ferry Blvd., Stratford, CT 06615-6079 | 203.375.7724 x102 | 203.375.9397 (F)
NY office: 445 Park Ave., 9th Fl., New York, NY 10022-8632 | 212.385.1215 | 212.608.1215 (F)

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Law Offices of Paul A. Lange Engagement Agreement for Signature



Grace Louise Baldwin <GLB@lopal.com>

To: James Scheller
Cc: Airport Manager

You replied to this message on 11/17/2022 10:10 AM.



Wed 11/16/2022 9:45 AM



Good Morning, Mr. Scheller,

Annexed please find an Engagement Agreement for review and signature. There is a \$20,000.00 advance fee deposit for this matter. Our billing guidelines are outlined in this agreement as well as wire transfer instructions. If everything looks to be in order, please sign page 2 and email it to me or fax it to (203)375-9397. I can also drop this into a DocuSign for electronic signature if you would prefer.

Respectfully,

Grace Baldwin, Legal Assistant
glb@lopal.com

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Writer's Direct Extension: 101

www.lopal.com

445 Park Ave., 9th Floor
 New York, NY 10022
 phone 212-385-1215
 fax 212-608-1215
www.lopal.com

ENGAGEMENT AGREEMENT

CLIENT(S): **Mr. James Scheller, Airport Manager**
Auburn-Lweiston Airport
80 Airport Drive
Auburn, ME 04210
manager@flytomaine.com

DATE: November 16, 2022

FILE & MATTER: Scheller – Contract Review and Part 141 Flight Simulator Contract
(KLEW)

This Engagement Agreement (“Agreement”) sets forth the agreement between us, the Law Offices of Paul A. Lange, LLC, 80 Ferry Boulevard, Stratford, CT 06615-6079, and you, our Client identified above (“you”), concerning the above referenced matter.

1. Scope of Representation: You have asked us to advise and counsel you with respect to reviewing existing contracts at KLEW, drafting of a Part 141 Flight Simulator Contract, and addressing corrective measures anticipated as a result of the anticipated FAA Land Use Report.
2. We will require an initial advance fee deposit retainer of **USD \$20,000**. Retainer payments shall be made by either check delivered to our office or direct wire transfer into the firm’s trust account identified as follows:

LAW OFFICES OF PAUL A. LANGE LLC
 TRUST ACCOUNT NUMBER: 016-7011299
 ABA NO.: 022000046
 SWIFT CODE: MANTUS33
 M&T BANK
 3395 MAIN STREET STRATFORD, CT 06615
 PHONE: 203-380-9432

You agree that we have no obligation to perform work on your matter until such time as the retainer funds identified above, if any, are received.

We will bill you hourly with respect to this matter in accordance with Paragraph 3 of this Agreement. Our fees and costs as outlined below will be deducted from this amount monthly in accordance with a detailed bill to be sent to you for your review. We will also require that the retainer balance be replenished when it falls below **USD \$2,500**. This will preserve our ability to focus our efforts on providing legal services to our clients, rather than concentrating on bill collection efforts. By doing so, we can improve the quality and efficiency of our legal services to all of our clients. Should a larger retainer balance be required at a future date due to the time and costs associated with the specific circumstances of your matter, we will let you know of those requirements as early as possible.

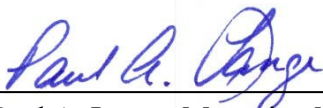
3. Our bills are based upon hourly rates which presently range from \$135.00 to \$550.00 per hour based on qualifications and experience of the Attorney or Paralegal performing the service described. These billing rates may change from time to time. If our hourly rates change, You will be notified at least 30 days before the change takes effect. Time is billed by one-tenth of an hour increments, which is the minimum time charged for any service.

4. The Standard Terms and Conditions to this Agreement are annexed hereto as Attachment 1. The Standard Terms and Conditions are incorporated by reference to this Agreement as if fully stated herein.

5. An electronic signature shall be valid and enforceable as the original.

6. If this Agreement, including the Standard Terms and Conditions annexed hereto, correctly reflects your understanding of the terms and conditions of our representation, **please confirm your acceptance by signing the enclosed copy in the space provided below and return it to me.** Upon your acceptance, this Agreement and all its terms will apply retroactively to the date we first performed services on your behalf. If this Agreement is not signed and returned, you will be obligated to pay us the reasonable value of any services we may have performed on your behalf.

Thank you for engaging us. We are pleased to have this opportunity to be of service and to work with you.

By: 
Paul A. Lange, Managing Member
Law Offices of Paul A. Lange, LLC

READ, APPROVED AND ACCEPTED:

By: _____
James Scheller, Airport Manager

Dated: _____

ATTACHMENT 1

STANDARD TERMS AND CONDITIONS

Pursuant to Section 1 of the Agreement, these Standard Terms and Conditions are incorporated by reference as part of the Agreement as if fully stated therein.

1. You acknowledge that we are not your general counsel and that our acceptance of this engagement does not involve an undertaking to represent you or your interests in any matter other than described above. Furthermore, you acknowledge that our representation does not entail a continuing obligation to advise you concerning subsequent legal developments that might have a bearing on your affairs generally or, after the completion of the matter as to which we are representing you, subsequent legal developments related to or that might have a bearing on that matter.
2. While this Agreement is intended to deal with the specific legal services described in this Agreement, these terms and conditions will also apply to any additional legal services that we may agree to provide that are outside the initial scope of our representation.
3. Our fee is based upon the amount of time we devote to your matter. Given the many variables involved, we cannot predict what the total fee will be. We will strive to ensure an efficient use of our time and will communicate with you regularly as to activity on your matter. Other professionals in this office will likely perform services on your case in addition to the specific attorney you have retained. In some cases, this will result in a change in the hourly rate as set forth herein. You will be billed for all time spent on your case. You are not billed for secretarial time, but there is a charge for the time of our legal assistants, paralegals, and law clerks.
4. Unless we agree to do so in writing, WE DO NOT REPRESENT CLIENTS ON A FIXED FEE BASIS. Any figures we quote you concerning the total costs of our services are merely estimates based on anticipated occurrences; they cannot be relied upon as an estimate of your total fee and cost exposure.
5. You will be responsible for all costs that we may incur on your behalf. These costs may include, but are not limited to, filing fees, recording fees, title search fees, service of process fees, transcript fees, appraisal fees, witness fees, fees for experts, etc. We will discuss retention of experts with you, as well as any extraordinary costs. In some instances, we will not have a choice when it comes to incurring costs. In such cases, we will still inform you of these costs in an appropriate manner. By this Agreement, you are appointing us as your agent to make the expenditures and retain such experts for such amounts as we determine to be in your best interest in our representation of you. We may advance these costs, or we may, at our discretion, require you to deposit sufficient sums with us before the fee is paid or the expert is retained. You may be required to pay any expert directly.
6. Experts who are retained, whether by us on your behalf or directly by you, frequently bill us for their services. An attorney may be ethically required to pay experts who render services in a case. We, therefore, will pay all experts' bills upon receipt of cash or other liquid assets as part of settlement or final resolution of your case, unless you direct otherwise in writing. If the Law Offices of Paul A. Lange, LLC is forced to pay an expert on your behalf, you agree to reimburse this firm for that payment.
7. You will receive an itemized bill sent to the email address you provide on a monthly basis unless otherwise agreed to in writing. If the physical address or the email address you provide at the outset

of the matter changes at any time during the course of the representation, you agree to notify us in advance of any such change. If you do not receive a bill from us in any given month (or if a different period agreed to in writing is missed), you must contact us within thirty (30) days of the expected receipt of the bill to inquire.

8. We do not accept UTBMS based electronic billing systems for individual matters due to disproportionate setup costs. Similarly, we will not pay charges of any kind from you or your vendor associated with your processing of our invoices. By executing this agreement, you agree to our firm's itemized bills being sent to you in pdf format.

9. The itemization on our bill includes only brief references to our activity on your matter; we do not itemize all specific services rendered on a particular date. If you have a question or complaint regarding any charges on your bill, you agree to contact us in writing within twenty-five (25) days of receipt. If we do not hear from you with respect to a question or complaint about your bill within twenty-five (25) days, you agree that there are no questions or problems and that the bill will be paid in full and in a timely manner.

10. All balances on your account are due twenty-five (25) days after the date of the statement. Interest at the legal rate of ten (10%) percent or the statutory rate, whichever is higher, is owed on unpaid balances, computed from the due date. The monthly billing statement we render must be paid in full.

11. We have the right, at our discretion, to withdraw (or move to withdraw where permission of the court is required) from your matter if you have

misrepresented or failed to disclose material facts to us, if you fail to follow our advice, if you fail to cooperate with us, if a conflict arises, if you fail to timely pay amounts due and owing hereunder, or for any other valid reason. In the event that we are so forced to withdraw from your matter, you agree not to oppose any application to withdraw. Likewise, you may discharge us at any time for any reason; provided, however, that you are still obligated to pay costs/fees incurred before said discharge. You agree to pay for the time expended and the costs incurred to prepare your file for transmission, for making copies of same, or if we must proceed to court to obtain permission to withdraw.

12. The engagement of our firm, but not the obligation to pay our bills, terminates: (a) upon either party notifying the other in writing of termination; or (b) upon our firm sending you a final bill for services rendered in the matter.

13. We may require you to pay an additional, supplemental retainer or retainers or provide other security for our fees and costs going forward. If any retainer held exceeds the amount of the final bill, we will refund the difference to you. If it is insufficient to pay the total reflected on the final bill, you agree to immediately pay the balance owing.

14. Should you receive any cash property settlement as part of your matter, you agree to have these monies deposited into our trust account. You hereby authorize us to pay experts and other costs, as well as any balance due us, out of these monies before transferring the balance to you.

15. You acknowledge that we have made no guarantees regarding the disposition of any phase of your case or how long it will take to conclude this

matter. All our expressions relative to your case are only our opinions based upon the information provided to us at the time. If the facts and circumstances surrounding your case change, so may our opinion of the outcome.

16. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its commercial [or other] arbitration rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Should we be required to arbitrate, bring suit, or otherwise expend time trying to collect the amounts due us under this Agreement, you agree to be responsible for our court and other costs and reasonable attorney's fees, including payment of our normal hourly rates if we represent ourselves.

17. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the state of Connecticut, without regard to principles of conflicts of law. Should litigation be necessary following arbitration, the parties hereby submit to the exclusive jurisdiction and venue of the United States District Court for the District of Connecticut. If the jurisdictional requirements for that court are not met, then the parties hereby submit to the exclusive jurisdiction and venue of state or local courts having situs within Stratford, Connecticut, and the parties expressly waive personal jurisdiction and personal service of process and consent to service by certified mail, postage prepaid, directed to the last known address of the respective party, which service shall be deemed

completed within ten (10) days after the date of mailing thereof.

18. Upon the completion of your matter, the file will be closed. After 30 days has elapsed from our closing letter to you, and assuming that you have not written us to ask for a copy of your file, the file materials associated with your matter are subject to destruction without further notice.

19. In the event that any one or more of the provisions of the Agreement shall for any reason be held invalid, illegal, or unenforceable, the remaining provisions hereof shall be unimpaired, and the invalid, illegal, or unenforceable provision shall be replaced by a provision acceptable to the parties that is valid, legal, and enforceable and comes closest to the intention of the parties.

20. This Agreement contains all of the terms of our financial arrangements with you and can be modified only by a written document signed by all parties.

21. The person signing this Agreement on behalf of Client has all requisite power and authority to do so and to perform all obligations to be performed by it hereunder. The execution and delivery of this Agreement by the Client have been duly and validly authorized and approved pursuant to any/all requirements of the Client, and no other further action on the Client's part is necessary to authorize this Agreement or the Client's obligations herein.

HANGAR 5/ELITE PAYBACK AGREEMENT

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
Adam R. Lee, Ward Four



Leroy Walker, Ward Five
Belinda Gerry, At Large
David Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

RESOLVE 09-08182014

RESOLVED, authorizing a 2.58 percent to 3.25 percent variable interest rate, thirteen year loan of \$1,100,000 from the City's General Fund to the Auburn-Lewiston Airport for the purchase of the Nobility hanger.

WHEREAS, the Auburn-Lewiston Airport is a joint agency between the Cities of Lewiston and Auburn; and

WHEREAS, the Airport Board recommended the buyout option to reduce operating costs; and

WHEREAS, the operational savings resulting from the lease buyout is estimated to be \$2.83 million; and

WHEREAS, operational savings will directly benefit the Cities of Lewiston and Auburn with their annual budget appropriation;

WHEREAS, if taxability is ever lost during the loan or if the Lufthansa lease is not renewed, the Council would have the option to increase the rate of the loan up to 3.25 percent;

NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the CITY of AUBURN, That a 2.58 percent to 3.25 percent variable interest rate, thirteen year loan of \$1,100,000 from the City's General Fund be made to the Auburn-Lewiston Airport for the purchase of the Nobility hanger. The loan will be repaid in thirteen annual payments of \$201,348, beginning the effective day of the purchase in fiscal year 2015 and annually thereafter.

BE IT FURTHER RESOLVED, that the Auburn Assessing Department make a determination of taxability subsequent to purchase by the Airport and that if it is determined to be tax exempt, the City of Auburn will negotiate a payment in lieu of taxes between the city and the airport.

VENDOR # 4061
ACCT # 90006062628641
APPROVED BY: _____
DUE DATE: 1/15/15

\$ 100674.00
EP

Passage as amended on 8/18/2014 4-3 (there was a tie vote 3-3 with Councilors Crowley, Walker, and Gerry opposed, and in accordance the City Charter, Article III, Section 3.3 the Mayor voted to break the tie vote). A roll call vote was taken.

HANGAR 5/ELITE LEWISTON PAYBACK AGREEMENT



Finance Department

Heather Hunter
Director of Finance/Treasurer
hhunter@lewistonmaine.gov



TO: Mayor Shane D. Bouchard
And Members of the City Council

FROM: Heather Hunter, Finance Director

SUBJECT: **Auburn-Lewiston Airport Hanger Loan Amendment**

DATE: September 14, 2018

BACKGROUND INFORMATION

During the FY2015 Lewiston Capital Improvement Program (LCIP) presentation, the Airport Manager provided information on the cost savings benefit of paying off the then existing lease with the original developer of the Nobility (Lufthansa) hanger vs. the continuation of the required lease payments. Prior to the lease buyout, the airport would have paid \$249,750 annually until 2028 to lease the Nobility hanger, at which point the airport would have had a \$2 million purchase option.

In June 2014, the airport board was approached by the hanger owner to buyout the lease for approximately \$2.2 million, producing a present value savings of just under \$2.83 million. While it made economic sense to accept the offer, the board itself lacked the funds available to do so and the experience necessary to cost-effectively issue debt on its own. Additionally, airport debt needed the Cities of Lewiston and Auburn's to essentially "co-sign" the loan or bond.

At that time, given the lack of economic growth in the A-L community and tight fiscal budgets, both municipalities expressed reluctance to issue debt for their share of the hanger buyout (\$1.1 million each) in spite of its operating subsidy savings. However, given the miniscule return on investments the experienced by both Cities, funds could be loaned to the airport using current municipal cash flows, lowering the airport's annual payments while also realizing a higher rate of return for each City. Both Cities used a similar arrangement with the 911 Committee's telephone line conversion, albeit for a significantly lower principal amount and shorter term.

At its June 17, 2014 meeting, the Council approved a \$1.1 million, 13 year loan to the airport at a rate of 2.58%. The original annual amortization of this loan was \$201,348, producing an annual savings of \$48,402 from the then \$249,750 annually required lease payment. As a frame of reference, the rate of return was the same rate the City of Lewiston received on its most recent bond sale. Further, at the time, one, two, and five year certificates of deposits were averaging .55%, .6% and 1.8% APRs.

CURRENT REQUEST

As you may be aware, Lufthansa has provided notice cancelling its hanger lease and is relocating the Constellation to New York. There are sufficient funds available for the airport to satisfy FY19's \$201,348 payment due at the end of the month. The Airport Director and Board are currently exploring

a variety of options to ensure the hangar space continues to be income producing. Given the financial uncertainty of the specific terms of prospective uses, the Board is requesting the loan from both the City of Lewiston and Auburn be restructured using the same rate but extending the payoff from September 2027 to September 2034. A comparative amortization schedule will be provided at the meeting.

**City of Lewiston Maine
City Council Order
October 2, 2018**

RESOLVE, Authorizing an amendment to the hanger loan between the City's General Fund and the Auburn-Lewiston Airport to extend its maturity to FY2034.

WHEREAS, the Auburn-Lewiston Airport is a joint agency between the Cities of Lewiston and Auburn; and

WHEREAS, Lufthansa has canceled their hanger lease with the Airport and relocating the Constellation to New York; and

WHEREAS, the Airport Board needs the financial flexibility to negotiate a new lease with a prospective tenant or offer overnight hanger space to pilots; and

WHEREAS, the interest rate will remain at the stated rate of 2.58%, providing an additional \$72,151.52 to each city over the life of the loan;

NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the CITY of LEWISTON,

That the loan between the City's General Fund and the Auburn-Lewiston Airport be re-amortized and extend the maturity from FY2027 to FY2034.

A-L Airport
Hangar Loan Amortization Comparison
Commencing after the FY19 payment in Sept.
Rate 2.58%

Fiscal Year	Payment	Interest	Principal	Balance	To each City		Existing Combined Amortization		
					Principal	Interest	Payment	Interest	Principal
				1,438,781.38					
2020	115,000.00 ✓	37,120.56	77,879.44	1,360,901.94	38,939.72	18,560.28	201,348.00	37,120.56	164,227.44
2021	115,000.00	35,111.27	79,888.73	1,281,013.21	39,944.36	17,555.64	201,348.00	32,883.49	168,464.51
2022	115,000.00	33,050.14	81,949.86	1,199,063.35	40,974.93	16,525.07	201,348.00	28,537.11	172,810.89
2023	115,000.00	30,935.83	84,064.17	1,114,999.19	42,032.08	15,467.92	201,348.00	24,078.59	177,269.41
2024	115,000.00	28,766.98	86,233.02	1,028,766.16	43,116.51	14,383.49	201,348.00	19,505.04	181,842.96
2025	115,000.00	26,542.17	88,457.83	940,308.33	44,228.92	13,271.08	201,348.00	14,813.49	186,534.51
2026	115,000.00	24,259.95	90,740.05	849,568.29	45,370.02	12,129.98	201,348.00	10,000.90	191,347.10
2027	115,000.00	21,918.86	93,081.14	756,487.15	46,540.57	10,959.43	201,348.69	5,064.14	196,284.55
2028	115,000.00	19,517.37	95,482.63	661,004.52	47,741.32	9,758.68			
2029	125,000.00	17,053.92	107,946.08	553,058.43	53,973.04	8,526.96			
2030	125,000.00	14,268.91	110,731.09	442,327.34	55,365.55	7,134.45			
2031	125,000.00	11,412.05	113,587.95	328,739.39	56,793.98	5,706.02			
2032	125,000.00	8,481.48	116,518.52	212,220.86	58,259.26	4,240.74			
2033	125,000.00	5,475.30	119,524.70	92,696.16	59,762.35	2,737.65			
2034	95,087.72	2,391.56	92,696.16	0.00	46,348.08	1,195.78			
	1,755,087.72	316,306.34	1,438,781.38		719,390.69	158,153.17	1,610,784.69	172,003.31	1,438,781.38
							Additional Interest	144,303.04	
							Per City	72,151.52	

Lew Permit # 3

**AUBURN-LEWISTON AIRPORT
BOARD OF DIRECTORS
MEETING MINUTES
11/3/2022**

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

BOARD PRESENT: Chair McCarthy, Mr. Holmes, Mr. Pickard, Mr. Blais, Mr. Timoney, and Ms. Roy.

BOARD ABSENT: AVCOG OPEN SEAT; Chamber Business Member Lewiston Representative OPEN SEAT; Auburn City Councilor Representative OPEN SEAT.

Also Present: Airport Manager James Scheller.

Zoom Present: Suzanne Sheppard with Hoyle, Tanner, and Associates.

Regular Monthly Meeting

1. Chair McCarthy called the meeting to order at 5:30 pm. Quorum was met.
2. Executive Session for 405 (6)

ON MOTION BY MR. HOLMES SECOND BY MR. PICKARD IT WAS VOTED (1) TO GO INTO EXECUTIVE SESSION TO DISCUSS A PERSONNEL MATTER PURSUANT TO 1 M.R.S.A SEC 405 (6). VOTE: 6:0

Executive Session from 5:31 to 6:17pm. No voting was conducted.

3. Approve minutes of October 13, 2022 (revised edition board received via email).

ON MOTION BY MR. HOLMES SECOND BY MS. ROY IT WAS VOTED (2) TO ACCEPT THE MINUTES OF OCTOBER 13, 2022. VOTE: 6:0

4. Financial Report.

Ms. Roy stated expenses are being managed. With large annual expenses removed, we are below 33% expenses. Elite expenses extend back to FY2022. According to their lease agreement, we can charge 18% interest after 10 days. For quick information, the last 6 month payments of interest would be around \$3000.

ON MOTION BY MR. HOLMES SECOND BY MR. PICKARD IT WAS VOTED (3) TO ACCEPT THE FINANCIAL REPORT OF OCTOBER 13, 2022. VOTE: 6:0

5. Public Comments:

Joseph Payton submitted a Freedom of Information Request on 10/27/22. The Board was made aware of the request. Chair McCarthy and Manager Scheller discussed in detail and forwarded to the attorney. Anticipated response is end of next week, which was acceptable to Mr. Payton. Some requests are confidential, taking more than one party to agree. Employee information is confidential. Airport Employees are not Municipal Employees. Discussion occurred surrounding this. Chair McCarthy stated until the attorney has reviewed the requested information, there will be no further discussion.

Chase Donaldson, President of the Auburn Hangar Condo Association, noted there are two (2) issues with the amended lease successfully negotiated last year with Mr. Holmes. A twenty (20) year extension to the existing lease. This was never registered. The registration needs to be notarized. The attorney's have sent info so a hangar may be sold.

ON MOTION BY MR. HOLMES IT WAS VOTED (4) TO HAVE THE CURRENT BOARD CHAIR SIGN THE EXTENSION AND RESUBMIT NECESSARY DOCUMENTATION FOR REGISTRATION. VOTE: 6:0

Mr. Donaldson's second issue was having the Tarmac area cracks filled. Part of the Condo Hangar fee includes that type of maintenance. It was not included in the previous budget, in error. Chair McCarthy stated we will look into this.

Anne Beaulieu inquired about the website. On 8/31 Manager Scheller advised it would be operational in five (5) weeks. We are beyond that. Manager Scheller commented he takes responsibility for the delay. We have added some additional pages, which has delayed the project. Manager Scheller and Chair McCarthy will discuss on 11/4/22 and provide an answer.

Mr. Payton inquired about the cost of creating the site and if Manager Scheller knew how to proceed. Manager Scheller confirmed he knew how to proceed and that this project had gone through the bid process.

6. Manager's Report

A detailed report to be provided to the Board, showing price comparison to other local airports. The information on the chart Manager Scheller had, were prices obtained from AirNav. Mr. Timoney mentioned another source would be Foreflight. The Board thought this would be a useful tool. On a separate item, price per gallon expense and margins are still under review. This does not affect the chart, as this is sale price comparison.

Activity according to AirNav, shows increases over the past several months.

a. East Ramp Update and parking

Ms. Sheppard from Hoyle Tanner inquired if Manager Scheller could approve the Change Order based on the information presented to the Board. The lines need to be reviewed prior to permanent reflective beads being added. Manager Scheller will present the curve change to Hoyle, Tanner and Associates, and get with the paint company to make necessary changes. Ms. Sheppard does not recommend grinding off anything. There was a question regarding who approved the lines. Hoyle Tanner presented the package, the board agreed, and FAA approved.

ON MOTION BY MR. HOLMES SECOND BY MR. TIMONEY IT WAS VOTED (5) TO HAVE THE AIRPORT MANAGER SIGN THE CHANGE ORDER. VOTE: 6:0.

Parking is discontinued at the East Ramp due to FAA funding, in certain areas. There will be designated areas paid for by the cities, near the hangars on a paved section. When Phase 2 of this project is completed, paid for by the cities, we could designate certain areas. Contingencies will need to be made based on weather. Chair McCarthy asked Manager Scheller to bring an aerial view of the East Ramp area and propose where he thinks parking should be. This will allow more input from the pilots.

Stop signs will be attached to the buildings as well as other signs and lines put in place.

b. FBO Partners, LLC

Doug Wilson was here for a day and evaluated our finances, property, and hangars. His report will follow the interviews with Board members.

Doug Wilson created a P&L (Profit and Loss Sheet) with information from MUNIS. Mr. Wilson will provide this information to potential buyers. Manager Scheller believes this will be a useful tool for the Airport Master Plan as well.

c. RFP Security Access System

Ron Russell has provided information on security systems at other airports. Conversations about our security system, led to finding that AIP funds are available. Manager Scheller started the process. TSA will schedule a time to inspect. AIP funds are available for installation of equipment, cameras and PACS (Physical Access Card System).

Chair McCarthy stated this was a necessary replacement based on the age of the existing system.

TSA covers securing general aviation airports. Not necessarily commercial passengers.

Chair McCarthy requested Manager Scheller develop a written proposal to provide at the next meeting. This will provide the Board some sort of document to refer to. Then discuss how the system will work/look.

d. RFQ Airport Master Plan

Manager Scheller, Mr. Timoney, and Mr. Holmes (making a revision) have completed their scoring. Mr. Blais had a question regarding the engineering drawings. There is a reference section in the documents, and Mr. Blais is requesting information from a local company so he has an internal comparison. Mr. Pickard will have his scoring in within a few days.

e. Self Service 100LL Fuel Station

Manager Scheller is working with David Dineen with Gale Associates. The Airport must own and maintain the tanks for self-serve fuel. This would be a 20-year obligation for FAA funding. Mr. Payton from the public chimed in and said many online groups echo the same thing – we would use KLEW as a destination if self-service was available. We need to provide FAA information regarding how much fuel we would sell this way.

Mr. Blais commented that he would not want to move forward with self-serve fuel service until FBO Partners has finished their evaluation.

No funding is being requested at this time. Financing could come from the BIL.

f. Red Bird Flight Simulator

To arrive November 18th. Nobody is to open crate or it breaks warranty.

Brunswick's Red Bird is now in Augusta.

It's possible to get flying clubs and others to utilize the simulator. CAP, other pilots, etc. can utilize this. Should we offer price breaks? Further discussion to pick up under D of New Business.

7. New Business

a. Aviation Fuel Handling: implemented quality assurance

Dan Levasseur attended Avfuel training and brought information back to employees. Mr. Blais suggested we develop procedures, with Board review. Manager Scheller set a deadline for completion the end of December 2022. Information will be presented at the January Board Meeting.

Mr. Payton (from the public) inquired why he and others have been told the fuel has been fine in the past. Now, we are learning new procedures and modifying quality assurance programs. Manager Scheller said training is continually improving at KLEW.

Mr. Blais asked about the records being more available regarding sumping, etc.. That is part of his SOP checklist. Records of sumping, etc. should be in the procedure to be presented at the January Board Meeting. Information regarding sumping should be readily available in a weatherproof environment.

b. White Hangar lease rate

This hangar will generate more revenue due to the amenities available. Manager Scheller proposes \$0.61 per square feet per month with utilities. Mr. Blais brought up the condition of the heaters in that building

ON MOTION BY MR. PICKARD SECOND BY MR. BLAIS IT WAS VOTED (6) TO ACCEPT THE \$0.61/sq ft/month RATE AT THE WHITE HANGAR. VOTE: 6:0.

c. White Hangar office area usage

This area will be used for the simulator, and must be in a separate room, per part 141 requirements. The area would be cameras in that area for security purposes since there are not Airport Employees in that building. The type/style are still under review. The other area would be the pilots lounge area. Money is in the budget to cover the expenses for the getting this set up.

ON MOTION BY MR. BLAIS SECOND BY CHAIR McCARTHY IT WAS VOTED (7) TO ACCEPT USE OF SPACE IN WHITE HANGAR AS DISCUSSED. VOTE: 6:0.

d. Flight Simulator hourly rates and location

Lock box for Ipad will be at the location of the simulator. \$65/hr with 10 virtual flights per week, ROI (Return on Investment) is 2.1 years. Similar local rates are higher. \$50/hr discount for schools and non-profits.

ON MOTION BY MR. PICKARD SECOND BY MR. BLAIS IT WAS VOTED (8) TO HAVE A \$65/hr REGULAR HOURLY RATE AND \$50/hr DISCOUNTED RATE FOR SCHOOLS AND NON-PROFITS. VOTE: 6:0.

e. Virtower

General Aviation and major airports use this system. Cost is \$6000/year base rate. One piece of information this provides is flight tracking for operations. Another is

direct information relating for the aircraft, provided via ASB and Transponders. This system includes noise rating monitoring, that can assist with customer complaints.

ON MOTION BY MR. BLAIS SECOND BY MR. PICKARD IT WAS VOTED (9) THE VIRTOWER FUNDING WILL COME FROM THE OPERATIONAL BUDGET. VOTE: 6:0.

f. Fiscal Year Budget 2023 Schedule

Already discussed.

g. 3rd Party Human Resources Management

Next fiscal year, hire out for 3rd party HR. Support with things such as an Employee Handbook, employee complaints against Manager Scheller, etc..

h. Bytes vending

Vending machine with Credit Card access. Chair McCarthy asked if there was a need. Manager Scheller believes it is a good option and will cover gap areas when The Cheesy Skillet is not open. There is an additional fee of \$125/month for licensing. The Airport would own this. Tabled for further discussion at future meeting.

ON MOTION BY MR. HOLMES SECOND BY MR. BLAIS IT WAS VOTED (10) THE BYTES VENDING WILL BE TABLED. VOTE: 6:0.

i. Attorney for Lease Agreements

After Mr. Panteli's (FAA) review of contracts, Manager Scheller has realized the need for an experienced aviation attorney. Not for litigation purposes, but one that can review contracts to assure we meet our grant assurances and FAA requirements.

ON MOTION BY MR. HOLMES SECOND BY MR. BLAIS IT WAS VOTED (11) TO HAVE MANAGER SCHELLER FIND SERVICES AND OBTAIN PRICING TO BRING BACK TO THE BOARD FOR REVIEW. VOTE: 6:0

A question arose on the NGL Energy Partners Lease. Manager Scheller advised this is now a month to month, until the Board determines a Fair Market Value for this land utilization. Manager Scheller has been tasked with determining Fair Market Value by contacting other local municipalities in similar situations.

Without objection the Chair would like to make an amendment to the agenda. Adding other items of discussion - Elite Airways and Parking Issue. Hearing none, so ordered.

ELITE AIRWAYS

Elite appears to be in a Liquidation State based on the Holding Company information provided. On page 2 of the lease, the landlord can charge 18% per annum.

ON MOTION BY MR. BLAIS SECOND BY MR. PICKARD IT WAS VOTED (12) THE BOARD DIRECTS MANAGER SCHELLER ENGAGE AN ATTORNEY TO ADVISE ON OUR RIGHTS WITH RESPECT TO ELITE. VOTE: 6:0

PARKING ISSUES

A neighboring company has a Code issue, would we be able to assist? Manager Scheller accessed another tenant's fees with similar use. He discussed this valuation with the neighboring company, and they declined. Moving the vehicles back to their side of the road the following day. This answered the question the Board Member

ON MOTION BY MR. HOLMES SECOND BY MS. ROY IT WAS VOTED (13) THE PUBLIC PORTION OF THE MEETING ADJOURN AND GO INTO EXECUTIVE MOTION FOR A PERSONNEL MATTER PURSUANT TO 1 M.R.S.A SEC 405 (6). VOTE: 6:0

NEXT MEETING: December 1, 2022 at 5:30pm.

No votes were held in the Executive Session. The meeting was adjourned at 8:50pm.

Respectfully submitted,

Lori Horton

Airport Administration

FAA LETTER ON LAND FUND USE

May 25, 1999

Ms. Carol Niewola
Airport Manager
Auburn-Lewiston Municipal Airport
80 Airport Drive
Auburn, Maine 04210

Dear Ms Niewola:

This is in response to our recent discussion regarding the use of industrial park revenues at the Airport.

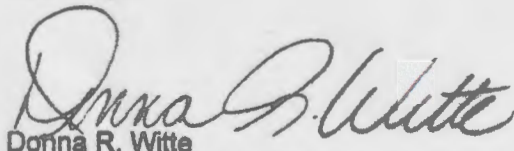
These funds are to be used primarily for Airport capital improvements. In the case that no improvements at the Airport are needed the interest from the account may be used for operation and maintenance.

As we discussed, the acquisition of the land to protect the primary and transition surfaces should be a high priority. However, since no federal funds are available the Airport should pursue acquisition with its industrial park revenues.

The wildlife issue was also discussed as being a high priority for use of these funds.

We have no objection to the use of the funds for construction of a hangar for Life Flight of Maine provided all needed airfield improvements have been satisfied.

Sincerely,



Dorina R. Witte
Airports Program Specialist

cc: Russell Charrette, MDOT

Land Fund

Balance as of 2/27/23:	\$72,807.60	
Owed to City of Auburn in March/April 23:	\$43,794.00	Repayment for Gendron Loan on Project 32
Project 32 HTA Invoice due 3/13/23:	<u>\$13,506.96</u>	
Amount after current debts paid:	\$15,506.64	

FAA Projects

Project #	Anticipated Reimbursements by FAA	Expected Date	Anticipated Funds from MDOT	Expected Date	Additional Information
Project 24 (Reimb Grant)	\$9,485.10	Jan-24	\$6,057.15	Mar-24	NOTE: These reimbursements cannot be processed until the projects are first closed out by the FAA Reimbursable Group. We don't know what the final amounts will be until we receive documentation.
Project 26 (Runway Grant)	\$253,234.26	Mar-23	\$14,068.57	May-23	
Project 27 (Nav aids)	\$42,154.00	Jun-24	\$23,191.90	Aug-24	
Project 28 (Taxiway 17/35)	\$339,292.02	Mar-23	\$18,849.56	May-23	
Project 31 (Land Reimb)			\$283.78	Apr-23	
Project 32 (East Ramp)	\$135,805.98	Jun-24	\$0.00	Aug-24	\$55697.25 paid 2/21/23 (included in current fund balance)
Airport Master Plan					FAA 100% Reimbursable
Self Serve Fuel					Unknown at this time - Reimbursable AIP Grant
FBO Hangar Door	<u>\$162,000.00</u>		\$9,000.00		Unknown at this time - BIL Grant
TOTAL Expected Back:	\$941,971.36		\$71,450.96		Unknown at this time - BIL Grant \$162000 FAA, \$9000 MDOT, \$9000 L/A
TOTAL To Reimburse Parking Lot Project:	<u>\$266,268.84</u>				SEE ABOVE NOTES
TOTAL Balance after Receipt of Reimbursement Funds	\$675,702.52			Including MDOT	\$747,153.48

LOCAL Projects

	Airport Owes to Land Fund from Revenues	
L17 (Lifeflight Crew Quarters)	\$141,000.00	These funds will show in AR 9030-011530
Aviation Workforce Grant	\$13,000	If Grant is awarded \$12,000 more is owed. All goes against Grant
Total Land Fund after Airport Revenues Paid Back	\$901,153.48	

Outstanding Invoices

	Amount to be paid from Land Fund	
HTA Project 32 (FAA \$27646, KLEW \$8,354)	\$36,000	Reimbursable \$27646 Project Closeout
Gendron Project 32 (FAA \$140,000, KLEW 9000)	\$177,700	Reimbursable \$140,000 Project Closeout
With Reimbursements FAA	\$213,700	
Hangar Door Cities Share to be Received thru CIP approved funds	\$9,000	
Total Land Fund after Reimbursements received	\$910,153.48	