

City Council Workshop & Meeting Agenda January 5, 2026 Auburn Hall, Council Chambers

5:30 PM Workshop

- Syringe Service Program Discussion
- 7 Chestnut Street Update on Project & Grant Application & Public Meeting

7:00 PM Meeting

Pledge of Allegiance & Roll Call - Roll call votes will begin with Councilor Cowan

- I. <u>Consent Items</u> All items with an asterisk (*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member or a citizen so requests, in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Passage of items on the Consent Agenda requires majority vote.
 - 1) ORDER 01-01052026* Appointing Councilor Butler and resident Patricia Mador as the Auburn Representatives to the L/A 911 Committee, as recommended by Mayor Harmon.
 - 2) **ORDER 02-01052026*** Appointments to Androscoggin Valley Council of Governments (AVCOG), as recommended by Mayor Harmon.
 - 3) **ORDER 03-01052026*** Appointing Ed Bearor to the Planning Board, Member, for a term that expires 1/1/2029, as recommended by the Appointment Committee.
 - 4) **ORDER 04-01052026*** Appointing Bilal Hussein to the Planning Board, Member, for a term that expires 1/1/2029, as recommended by the Appointment Committee.
 - 5) **ORDER 05-01052026*** Appointing Andrea Westbye to the Planning Board, Member, for a term that expires 1/1/2029, as recommended by the Appointment Committee.

- 7) **ORDER 06-01052026*** Appointing Clare Murray to the Parks & Recreation Advisory Board, for an unexpired term that expires 9/30/2026, as recommended by the Appointment Committee.
- 8) **ORDER 07-01052026*** Appointing Merissa Beaulieu to the Parks & Recreation Advisory Board, for an unexpired term that expires 9/30/2027, as recommended by the Appointment Committee.
- 9) **ORDER 08-01052026*** Setting 7:00am as the opening time for the polls for all 2026 elections in Auburn.
- 10) **ORDER 09-01052026*** Accepting an Asset Forfeiture from the State of Maine Criminal Courts to the Auburn Police Department from an incident dated August 23, 2021.

II. Minutes – December 15, 2025 Regular Council Meeting

III. Communications, Presentations and Recognitions

<u>IV. Open Session</u> – Members of the public are invited to speak to the Council about any issue directly related to City business or any item that does not appear on the agenda.

V. Unfinished Business

1) ORDINANCE 08-12152025 — Amending the City's Code of Ordinances, Chapter 52, "TRAFFIC AND VEHICLES" to update the designated winter relief parking areas. Second reading/public hearing. ROLL CALL VOTE. Passage requires majority vote.

VI. New Business

- 1) **ORDER 10-01052026** Granting Full Plate LLC, d/b/a 7 Jam Kitchen, 550 Center St Unit 1234, an onpremise liquor license. *Passage requires majority vote*.
- 2) ORDER 11-01052026 Approving the temporary liquor license for an Incorporated Civic Organization for the City's three 2026 signature events: Auburn Lobster Festival, Auburn Blues & Brews and New Year's Auburn.
- 3) **ORDINANCE 01-01052026** Recommendation by the Auburn Planning Board pursuant to Chapter 60, Article XVII, Division 2, Amendment to the Zoning Ordinance or Zoning Map to rezone Airport-owned land from Suburban Residential (Parcel ID: 156-015) to the Industrial zoning district. *First reading. ROLL CALL VOTE. Passage requires majority vote.*
- 4) **ORDINANCE 02-01052026** Recommendation by the Auburn Planning Board pursuant to Chapter 60, Article XVII, Division 2, Amendment to the Zoning Ordinance or Zoning Map to rezone Airport-owned land from Low-Density Country Residential (Parcel ID: 107-011) to the Industrial zoning district. *First reading. ROLL CALL VOTE. Passage requires majority vote.*

5) **ORDER 12-01052026** – Rescinding ORDER 61-07072025 regarding directing the Maine Waste to Energy Board Representative. Passage requires majority vote.

VII. Reports

- a. Mayor's Report
- b. City Councilors' Reports
- c. Student Representative Report
- d. City Manager Report
- VIII. <u>Open Session</u> Members of the public are invited to speak to the Council about any issue directly related to City business or any item that does not appear on the agenda.
- IX. <u>Executive Session</u> pursuant to 1 M.R.S.A. Section 405(6) (D) for labor negotiations regarding Police Department Patrol. *No action to follow*
- X. <u>Adjournment</u>



City of Auburn City Council Information Sheet

Council Workshop or Meeting Date: January 5, 2026

Author: Katie Boss, Grants and Special Projects Manager

Subject: Intent to Apply for FY26 EPA Brownfield Cleanup Grant funding for remediation and redevelopment of

7 Chestnut Street (PAL Center Playground and Parking Lot)

Information: The community has requested that a new public playground and parking lot be constructed at the PAL Center to replace the old playground that was taken down. To create a safe outdoor community play space that complements the newly rebuilt PAL Center, remediation of soil and groundwater contaminants at the 7 Chestnut Street site is required. City Staff are pursuing FY26 EPA Brownfield Cleanup Grant funding to cover the cost of the site remediation and redevelopment. The application due date is January 28, 2026.

The attached grant application is in <u>very early draft form</u> as we are waiting for a final remediation option and associated budget information from Maine DEP.

City Budgetary Impacts: There are minimal budgetary impacts related to applying for these grant funds, primarily the cost to print notices of public meetings related to the grant application.

Staff Recommended Action: Accept public comment and support the submission of an application for FY26 EPA Brownfield Cleanup Grant funding, to remediate contaminants at 7 Chestnut Street and redevelop the site.

Previous Meetings and History: Review of proposed playground and parking lot design for 7 Chestnut Street occurred at the City Council meeting on August 4, 2025. This is the first meeting reviewing staff intent to apply for FY26 EPA Brownfield Cleanup Grant funding related to the 7 Chestnut Street site.

City Manager Comments:

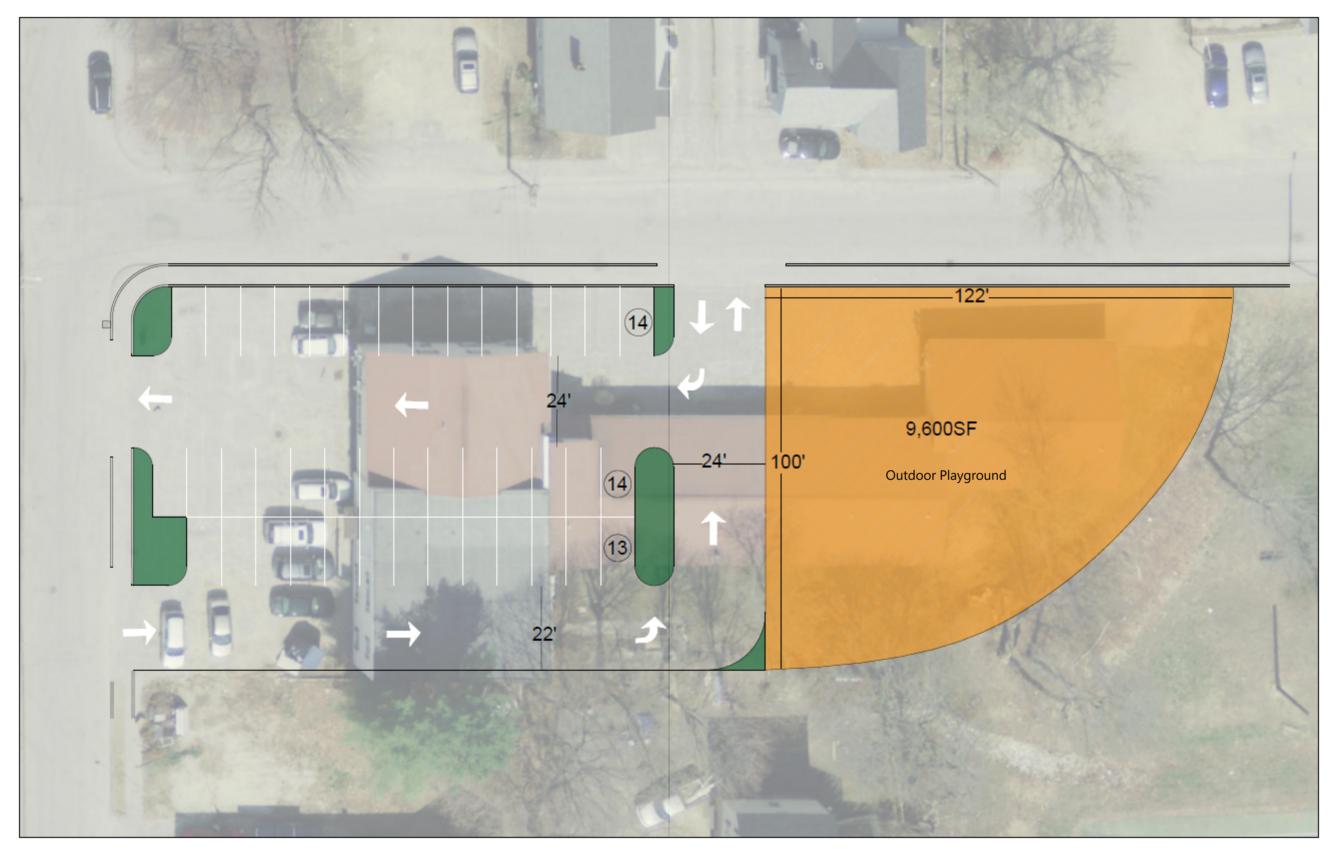
Phillip Crowell J.

Attachments:

- Photo of layout of the parking area and playground at 7 Chestnut Street
- Photos (3) of proposed playground

I concur with the recommendation. Signature:

- Working draft application for the FY26 EPA Brownfield Cleanup Grant program to fund the contaminant remediation and support redevelopment of the 7 Chestnut Street site
- Required notice for public meeting, printed in the Sun Journal on 12/21/25
- Analysis of Brownfield Cleanup Alternatives (ABCA) Revision 1, 10/24//25



7 CHESTNUT STREET PARKING PLAN1:10 - 41 SPOTS







ANALYSIS OF BROWNFIELDS CLEANUP ALTERNATIVES BEAL'S LINEN 7 CHESTNUT STREET AUBURN, MAINE

Prepared for

MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

17 State House Station Augusta, Maine 04333

On behalf of

CITY OF AUBURN

60 Court Street Auburn, Maine 04210

October 24, 2025 Rev. 1

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ANALYSIS OF BROWNFIELDS CLEANUP ALTERNATIVES, REV. 1 BEAL'S LINEN 7 CHESTNUT STREET

AUBURN, MAINE

1.0 INTRODUCTION AND BACKGROUND

Sevee & Maher Engineers, Inc. (SME) prepared this Analysis of Brownfields Cleanup Alternatives (ABCA) to evaluate remedial alternatives for previously identified adverse environmental conditions at the Beal's Linen site located at 7 Chestnut Street in the City of Auburn, Androscoggin County, Maine (the "Site"). The property is referenced as Beal's Linen (REM02284) in the Maine Department of Environmental Protection (MEDEP) sites database. This report summarizes the evaluation of remedial alternatives for the Site and includes an analysis for each remedial alternative of cost, the degree of effectiveness, ease of implementation, and the resilience from extreme weather (i.e., flooding, rain events, etc.). This report also contains a Remedial Action Plan (RAP) with a discussion of the recommended remedial alternative for the Site. This report was prepared for MEDEP, on behalf of the City of Auburn, the Site owner, using MEDEP's Brownfields funding to support the City's proposed redevelopment of the Site as a paved parking lot and public park.

1.1 Purpose and Scope

The purpose of this ABCA is to evaluate potential remedial alternatives to mitigate and/or remediate previously identified adverse environmental conditions at the Site and select the most appropriate option. Based on the information obtained during previous environmental investigations (summarized in Section 2.0), six (6) remedial options were considered for the Site and evaluated. Key consideration was given to eliminating or reducing, to the extent possible, the risk of exposure for future Site workers and park users to the identified adverse environmental conditions at the Site.

The overall objectives of this ABCA include the following:

- Identifying potential remedial alternatives and evaluating those remedial alternatives against
 specific criteria, including overall protection of human health and the environment; technical
 practicality; ability to implement; reduction of toxicity, mobility, and volume of contaminants;
 time required until remedial action objectives are attained; costs; and resiliency to weather
 conditions (i.e., flooding, rain events, etc.);
- Selecting the remedial alternative that best meets the objectives and considerations of the project; and
- Presenting a conceptual RAP for implementing the selected remedial alternative.

Remediation alternatives evaluated in this ABCA include these alternatives: 1) "No Action," 2) "Soil Removal," 3) "Air-Sparge and Soil Vapor Extraction (SVE)," 4) "Parking Lot Cover System," 5) "Parking Lot and Park Cover Systems with Passive Soil Vapor Venting System." The Evaluation of Remediation Alternatives (Section 5.0) discusses the requirements for each alternative. The alternatives were evaluated on the previously mentioned criteria, and one alternative was recommended for implementation at the Site.

1.2 Site Description and Surrounding Land Use

The Site is currently owned by the City of Auburn and identified by their Assessor's Office as Block 335 on Tax Map 250. The property encompasses approximately 0.6 acres located at the southeastern corner of the intersection of Chestnut Street and Webster Street. The Site was occupied by two dry cleaners (Beal's Linen and Malo Cleaners) from approximately 1950 to 1985. In 1986, the dry cleaner buildings were demolished and the Site was developed with a multi-unit residential apartment building in 1987. The apartment building was demolished in March 2025. Concrete slab floors and foundations of the apartment building and asphalt-paved parking areas remain at the Site along with concrete remnants (e.g., foundations, sewer trench, and sump) of the former Beal's Linen dry cleaning facility. Please refer to Figures 1 through 4 for detailed information pertaining to the property and pertinent Site features.

1.3 Potential Future Site Use

The overall goal is to support the City's proposed redevelopment of the Site, which includes constructing a new, paved parking lot at the western portion of the Site (approximately 0.4 acres) and also redeveloping the eastern portion of the Site (approximately 0.2 acres) as a public park to complement the recent redevelopment of the northeastern adjoining property as the Police Activities League (PAL) Center.

1.4 Geology/Hydrogeology

Based on the results of prior subsurface investigations, Site soils at the western portion of the Site consist of a mixture of silts and fine sand with clay layers. Site soils at the eastern portion of the Site are comingled with urban fill material consisting of demolition debris, coal ash, glass, ceramics, brick, asphalt, and boiler slag. Petroleum-saturated subsurface soils and free-phase petroleum-impacted groundwater have been identified at the north-central portion of the Site. Drilling refusal, inferred to be the top of the bedrock surface, was not encountered during previous subsurface investigations, which evaluated soils to depths up to 25 feet-below ground surface (bgs). Groundwater was generally observed and measured at approximate depths ranging from 10 to 23 feet-bgs across the Site. Groundwater has been calculated to flow in a general southeasterly direction towards Gully Brook, which is currently culverted underground at the southeastern adjoining property (Chestnut Street Park).

2.0 PREVIOUS ENVIRONMENTAL INVESTIGATIONS

From 2013 to 2025, several environmental investigations were conducted at the Site and nearby properties by MEDEP-funded programs, including SME's Supplemental Phase II ESA, which was completed in May 2025, and report dated August 20, 2025. Results of these investigations identified the presence of chlorinated volatile organic compounds (CVOCs) and petroleum constituents in subsurface soils (deeper than 2 feet-bgs), groundwater, soil vapor, and/or indoor air. It was concluded that contaminated media originated from two (2), former on-site drycleaners (Malo Cleaners and Beal's Linen), as detailed below. Contaminants of concern (COCs) associated with the former dry-cleaning operations include tetrachloroethylene (PCE) and its breakdown (daughter) products, specifically, trichloroethylene (TCE); cis-1,2,-dichloroethylene (cis-1,2,-DCE); trans-1,2,-dichlorotheylene (trans-1,2,-DCE); and vinyl chloride.

Site soils and groundwater throughout the Site also contain various petroleum constituents, volatile organic compounds (VOCs), extractable petroleum hydrocarbon (EPH) fractions, volatile petroleum hydrocarbon (VPH) fractions, polycyclic aromatic hydrocarbons (PAHs), and per- & polyfluoroalkyl substances (PFAS). To date, none of these COCs have been detected in surficial soil (0 to 2 feet-bgs) at the Site at concentrations exceeding their guidelines established in MEDEP Bureau of Remediation and Waste Management's (BRWM's) "Remedial Action Guidelines (RAGs) for Sites Contaminated with Hazardous Substances" (dated November 15, 2023) for "Park User," "Commercial Worker," or "Construction Worker" direct contact exposure risk.

Petroleum-saturated subsurface soils and free-phase petroleum-impacted groundwater have been identified at the north-central portion of the Site. These impacted soils and groundwater are inferred to be associated with a 10,000-gallon fuel oil underground storage tank (UST) that was utilized by Beal's Linen and reportedly removed from the Site in 1986. During SME's 2025 Supplemental Phase II ESA, PCE and TCE were also detected in subsurface, petroleum-saturated soils and in groundwater at the north-central portion of the Site at concentrations that exceeded their MEDEP RAGs for "Construction Worker" direct contact exposure risk.

SME estimates that approximately 1,700 cubic yards of petroleum-saturated subsurface soils are comingled with dry cleaning-related CVOCs at depths ranging from approximately 5 to 20 feet-bgs at the north-central portion of the Site. A majority of these impacted soils appear to be located within the Site boundaries; however, the northwestern extent of these impacted soils may extend in the vicinity of the property boundary with Chestnut Street and/or beneath portions of Chestnut Street. For estimating purposes, up to approximately 3,000 cubic yards of petroleum-saturated subsurface soils, comingled with dry cleaning-related CVOCs may be present at the Site and beneath portions of Chestnut Street. Based on the location of these impacted soils, it appears that volatile and semi-volatile petroleum constituents and dry cleaning-related CVOCs were released to the subsurface via underground piping, a former fuel oil UST that was previously removed, floor drain(s), and/or leaking sewer line(s) originating from the former Beal's Linen property.

During SME's 2025 Supplemental Phase II ESA, analysis of a petroleum-saturated, subsurface soil sample indicated that petroleum was comingled with two (2) dry cleaning-related CVOCs (PCE and TCE) at concentrations that exceeded their "Rule of 20" limits for potential hazardous waste designation (i.e., total concentrations exceeding twenty-times the regulatory limit are anticipated to result in Toxicity Characteristic Leaching Procedure [TCLP] concentrations characteristic of hazardous waste). No other COCs were detected in soil samples at concentrations exceeding their respective Rule of 20 limits during this investigation. Laboratory results indicated that soils did not contain contaminants at concentrations exceeding their respective hazardous waste threshold limits. However, a sample login error occurred at the laboratory, which resulted in analysis of pesticides, herbicides, and TCLP for VOCs and semi-volatile VOCs (SVOCs) out of their respective hold times. As a result of analysis beyond the method-specific hold times, these laboratory results for each waste characterization sample submitted during this investigation are considered to be biased low for contaminant concentrations. Therefore, acceptance for off-site disposal of soil and/or concrete at a licensed facility, such as Juniper Ridge Landfill in Alton, Maine, will likely require resampling for TCLP VOCs, SVOCs, pesticides, and herbicides in the future.

In 2014 and most recently in winter and spring 2025, soil vapor and indoor air testing was conducted by MEDEP at adjoining properties to evaluate the presence or absence of dry cleaning-related CVOCs. Results of these testing programs confirmed that adjoining properties have not been adversely impacted by releases of hazardous substances or petroleum products (HSPP), originating from the Site, that warrant remediation and/or mitigation at off-site properties.

3.0 SITE CHARACTERIZATION AND CLEANUP GOALS

Previous environmental investigations completed at the Site identified adverse environmental conditions. The overall cleanup goal for the Site is to minimize the potential for human exposure to adverse environmental conditions associated with impacted media (i.e., soil and groundwater) prior to and/or concurrent with Site reuse/redevelopment activities. The cleanup goal for the Site relative to impacted soil and groundwater, is to eliminate the risk of human exposure, and eliminate the possibility of soil and groundwater conditions impacting the environment. Additionally, one remediation component considered, installing a passive soil vapor venting system, would have a goal of mitigating Site users' exposure risk to impacted soil vapor identified at the Site. Cleanup actions must be completed in accordance with all U.S.EPA and MEDEP regulatory requirements and are summarized below.

3.1 Soil

The City of Auburn proposes to redevelop the western portion of the Site as a paved parking lot and redevelop the eastern portion as a public park. Based on the proposed reuse, the MEDEP RAGs for "Park User," "Commercial Worker," and "Excavation/Construction Worker" exposure scenarios are the most applicable for soils at the Site.

To date, no COCs have been detected in surficial soil (0 to 2 feet-bgs) at the Site at concentrations exceeding their MEDEP RAGs for "Park User," "Commercial Worker," or "Construction Worker" direct contact exposure risk.

Petroleum-saturated, subsurface soils (deeper than 2 feet-bgs) with comingled PCE and TCE, were detected at the north-central portion of the Site at concentrations that exceeded their MEDEP RAGs for "Construction Worker" direct contact exposure risk. Therefore, these impacted subsurface soils potentially pose an exposure risk to future construction workers. Potential exposure passageways for impacted subsurface soils include the accidental inhalation of dust and/or accidental ingestion of soil particles. These soils will require appropriate management during future Site redevelopment activities, if disturbed.

If future redevelopment activities disturb Site soils, whereby subsurface soils (deeper than 2 feet-bgs) become surficial soils (0 to 2 feet-bgs), there are contaminants of concern, specifically CVOCs, petroleum constituents, and elevated PAHs associated with urban fill; that would now be present in surficial soils and could present an exposure risk to future Commercial Workers and Park Users at the Site.

As part of the proposed reuse/redevelopment, remaining concrete slabs and structures associated with the former apartment and dry cleaner buildings should be removed and disposed of off-site prior to construction of the new, paved parking surface and park areas. Approximately 12 inches of surficial soils will be excavated and removed from the Site prior to construction of the cover systems; this will allow existing grades to be maintained at the Site. Excavated soils will require proper analytical testing for off-

site disposal at a licensed facility (e.g., landfill). Removed soils could potentially be reused at an offsite property in accordance with the recommended Environmental Media Management Plan (EMMP) and MEDEP's Beneficial Use regulations if analytical testing confirms that contaminants of concern would not present a risk to an off-site property and a beneficial use license is acquired from the MEDEP.

3.2 Groundwater

Previous environmental investigations identified groundwater impacted with free-phase petroleum comingled with PCE and TCE at concentrations exceeding their MEDEP RAGs for "Groundwater Construction Worker" exposure risk scenario. Potential exposure passageways include direct contact risk and accidental ingestion of impacted groundwater. Therefore, impacted groundwater will require appropriate management during future Site redevelopment activities, if disturbed.

MEDEP's RAGs for contaminated groundwater exposure only apply to Residential and Construction Worker risk exposure. MEDEP does not have RAGs for Park User exposure risk to contaminated groundwater. Since public water is supplied to the Site and vicinity, ingestion of impacted groundwater is unlikely to occur to future Park Users at the Site. Additionally, groundwater was generally observed and measured at approximate depths ranging from 10 to 23 feet-bgs across the Site. Therefore, impacted groundwater is not anticipated to pose an exposure risk to future Park Users and would only pose a direct contact exposure risk to workers conducting earthwork-related activities at subsurface depths at the Site.

Impacted groundwater will also be addressed through a deed restriction prohibiting the installation of any future groundwater wells at the Site without prior written approval from MEDEP.

3.3 Soil Vapor

Previous environmental investigations have identified contaminated soil vapor intrusion as a risk to human health and safety at the Site. However, at this time, no structures are proposed to be constructed at the Site. Additionally, results of prior investigations confirmed that adjoining properties have not been adversely impacted by releases of HSPP originating from the Site that warrant remediation and/or mitigation at off-site properties.

As a conservative measure, SME has included the installation of a passive soil vapor venting system beneath areas of the proposed parking lot and park where PCE and petroleum impacts are prevalent. Note that this conceptual passive soil vapor venting system, as shown on Figure 5, will not remediate impacted soil vapor, but should mitigate the risk to future parking lot and park visitors to impacted soil vapor during their use at the Site.

Impacted soil vapor will also be addressed through a deed restriction requiring the installation of vapor mitigation systems for any new buildings that may be constructed at the Site in the future.

ABCA_Beals Linen_7 Chestnut Street_Auburn_Rev 1 Sevee & Maher Engineers, Inc. (250351) October 24, 2025 4.0 DESCRIPTION OF EVALUATION CRITERIA

The comparison of the remediation alternatives was conducted using the evaluation and threshold criteria

described below.

4.1 Overall Protection of Human Health and the Environment

Alternatives must pass this threshold criterion to be considered for implementation as the recommended

alternative. The goal of this criterion is to determine whether a remediation alternative provides adequate

protection of human health and the environment. It also addresses how identified risks are eliminated,

reduced, or controlled. Protection of human health is assessed by evaluating how Site risks from each

exposure route are eliminated, reduced, or controlled through the specific alternative.

4.2 Technical Practicality

The focus of this evaluation criterion is to determine technical practicality of instituting the specific

alternative. This criterion evaluates the likelihood that the alternative will meet project specifications.

4.3 Ability to Implement

This criterion analyzes technical feasibility and the availability of services and materials. Technical

feasibility assesses the ability to implement and monitor the effectiveness of the alternative. Availability

of services and materials evaluates the need for off-site treatment, storage or disposal services, and the

availability of such services. Necessary equipment, specialists, and additional resources are also

evaluated.

4.4 Reduction of Toxicity, Mobility, and Volume

This criterion evaluates the effectiveness of the remediation alternative to significantly reduce the

toxicity, mobility, and volume of HSPP present at the Site. This analysis evaluates the quantity of HSPP,

regulated wastes, and/or impacted media to be removed, the degree of expected reduction in toxicity, and the way the principal threat is addressed through the remediation alternative.

4.5 Short Term Effectiveness

This criterion addresses the period of time needed to complete the remediation, potential adverse

impacts on human health and the environment that may exist until the cleanup goals are achieved, and

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the timeframe for accomplishing the associated reduction in the identified environmental conditions.

ABCA_Beals Linen_7 Chestnut Street_Auburn_Rev 1
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4.6 Resiliency to Environmental Conditions and Weather

This criterion evaluates the resilience of the remediation alternative to reasonably foreseeable changing environmental conditions, such as increasing/decreasing temperatures, increasing/decreasing precipitation, extreme weather events, rising sea level, changing flood zones, and higher/lower groundwater tables, among others.

4.7 Preliminary Cost

The preliminary cost criterion for the remediation alternatives evaluates the estimated capital, operation, and maintenance costs of each alternative. Capital costs include direct capital costs, such as materials and equipment, and indirect capital costs, such as engineering, sampling contingencies, and licenses. Costs were developed as a balancing criterion for the remedial alternatives and should not be construed as bid costs or engineer's cost estimates. Cost may be used as a distinguishing factor in the selection of the remedial action. The preliminary costs developed should in no way be construed as a cost proposal, but rather a guide for selecting a remedial action.

5.0 EVALUATION OF REMEDIATION ALTERNATIVES

Based on the evaluation criteria outlined in the previous section and the potential exposure pathways identified for the Site, the remedial actions selected for the Site should accomplish the following objectives:

- Minimize the potential for human exposure to HSPP-impacted media at the Site;
- Reduce the toxicity, mobility, and volume of HSPP-impacted media at the Site;
- Facilitate and support proposed Site redevelopment; and
- Conduct the remedial action in a feasible, resilient, expedient, and cost-effective way.

Six (6) remedial alternatives were considered to address HSPP-impacted soil and groundwater at the Site: 1) "No Action," 2) "Soil Removal," 3) "Air-Sparge and Soil Vapor Extraction (SVE)," 4) "Parking Lot Cover System," 5) "Parking Lot and Park Cover System," and 6) "Parking Lot and Park with Passive Soil Vapor Venting System." These alternatives were evaluated using the criteria described in Section 4.0 and are summarized below. The attached Table 1 includes a Summary of the Evaluation and Comparison of the Remedial Alternatives.

5.1 Recommended Mitigation Actions Regardless of Remediation Alternative

The following administrative and engineering controls are recommended to be implemented for the Site regardless of the selected remediation alternative:

- <u>Deed Restrictions</u>: prohibiting the installation of any future groundwater wells at the Site without prior written approval from MEDEP and installation of vapor mitigation systems for any new buildings that may be constructed at the Site in the future; and
- Environmental Media Management Plan (EMMP): provide guidelines that future earthwork
 contractors should follow during Site redevelopment, and will provide guidance on the handling
 of impacted soil and/or groundwater, if encountered. The EMMP will also include provisions for
 how excess soil must be managed in the event that off-site disposal of the soil is necessary.

5.2 No Action Alternative

A No Action Alternative signifies that no Site remediation activities would be conducted, including no implementation of the mitigation activities identified in Section 5.1, above. The No Action Alternative is not protective of human health and the environment and does not meet the project objectives. The No Action Alternative does not include a means for mitigating exposure to HSPP-impacted media at the Site; therefore, the potential for human exposure continues to exist for future construction workers. The No Action Alternative would not achieve reduction of the toxicity, mobility, or volume of HSPP present at

the Site. It is not protective of the environment, as HSPP would still have the potential to migrate off-site via groundwater. Therefore, the No Action Alternative was not selected for implementation or further consideration.

5.3 Soil Removal Alternative

The second remediation alternative evaluated in this ABCA is the "Soil Removal" alternative. As part of this alternative, petroleum-saturated subsurface soils (deeper than 2 feet-bgs) with comingled dry cleaning-related CVOCs would be excavated, characterized, and transported off-site for disposal at an approved disposal facility. During soil excavation activities, free-phase petroleum-impacted-groundwater would be removed from the excavation area with a vactor truck and properly disposed off-site. Areas would be backfilled with clean fill and graded to match surrounding grades. Because residual, impacted soil and groundwater would likely remain at the property, an EMMP would need to be prepared and implemented during any future earthwork-related activities at the Site.

The "Soil Removal" alternative is further discussed below.

5.3.1 Overall Protection of Human Health and the Environment

This alternative provides adequate protection of human health by eliminating the potential risk of exposure to future construction workers through the removal of petroleum-saturated subsurface soils with comingled dry cleaning-related CVOCs located on-site. Human exposure to residual, impacted soils and groundwater would be mitigated through an EMMP. This alternative provides adequate protection of the environment by ensuring that stormwater and/or rising waters of Gully Brook do not come into contact with impacted soils.

5.3.2 Technical Practicality

Soil excavation of contaminated soils is a relatively common practice, and can be readily implemented. However, there are a few Site complexities, as noted below:

- Impacted subsurface soils are located at depths ranging from approximately 5 to 20 feet-bgs at
 the north-central portion of the Site and may extend beneath the Chestnut Street right-ofway/road. Therefore, prior to commencing soil excavation activities, a supplemental subsurface
 investigation is recommended to delineate the horizontal and vertical limits of impacted soils and
 confirm if the impacted area extends beneath Chestnut Street.
- Impacted soils partially extend beneath the groundwater table, which has been measured at depths ranging from approximately 13 to 16 feet at the north-central portion of the Site.

Therefore, excavation activities will require installation of sheet piling and dewatering, containerizing, and off-site disposal of impacted groundwater at an approved disposal facility, necessary to facilitate soil

excavation activities. Additionally, excavation activities may require coordination with the City for potentially extending the excavation beneath Chestnut Street, including temporary disconnects or repairs to subsurface utilities (i.e., water, sewer, etc.) prior to and/or during soil removal activities. This alternative supports the redevelopment of the Site and allows for the overall goal for the redevelopment of the Beal's Linen property. Services and materials for this work are readily available in Maine.

5.3.3 Ability to Implement

This alternative is technically feasible and is an effective action for reducing the risk of human exposure. Services and materials necessary to conduct this alternative are readily available; however, there are several Site complexities as outlined in Section 5.3.2, above.

5.3.4 Reduction of Toxicity, Mobility, and Volume

The removal of petroleum-saturated subsurface soils that are comingled with dry cleaning-related CVOCs would reduce the toxicity, mobility, and volume of these materials by removing them from the Site.

5.3.5 Short-Term Effectiveness

This remedial action could be implemented in a relatively short timeframe (i.e., several months). No long-term maintenance would be required for this alternative; however, an EMMP would have to be prepared and implemented during future earthwork-related activities at the Site.

5.3.6 Resiliency to Environmental Conditions and Weather

Environmental concerns associated with extreme weather, increased rainfall, and rising groundwater tables could impact the Site. This alternative would remove impacted subsurface soils from the Site and eliminate the risk of this soil coming into contact with nearby surface water bodies (Gully Brook) due to increased rainfall and/or rising groundwater tables that may be associated with potential extreme weather events in the future.

5.3.7 Preliminary Cost

The estimated costs associated with this remedial alternative are outlined in the attached Table 2 – Summary of Estimated Remediation Costs for Soil Removal Alternative. This alternative also includes additional waste characterization sampling activities and laboratory analytical costs, which are necessary to pre-characterize the impacted soil for off-site landfill disposal acceptance as either non-hazardous or hazardous soil. A range of landfill transportation and disposal costs for non-hazardous vs. hazardous soil has been included in Table 2.

Capital costs include direct capital costs, such as materials and equipment, and indirect capital costs, such as engineering and sampling contingencies. The preliminary costs provided were developed to compare alternatives and should not be considered engineering cost estimates.

5.4 Air-Sparge and Soil Vapor Extraction (SVE) Alternative

The third remediation alternative evaluated in this ABCA is the "Air Sparge and SVE" alternative. This alternative is an in-situ remediation technique that injects air into contaminated groundwater to volatilize contaminants, which are then removed with a vacuum using SVE to prevent recontamination of the vadose zone. The air sparging component treats contamination below the water table by creating an underground stripper, while SVE extracts the resulting vapors from the unsaturated zone. Because residual, impacted soil and groundwater would likely remain at the property, an EMMP would need to be prepared and implemented during any future earthwork-related activities at the Site.

The "Air Sparge and SVE" alternative is further discussed below.

5.4.1 Overall Protection of Human Health and the Environment

This alternative provides adequate protection of human health by eliminating the potential risk of exposure to future construction workers through the in-situ remediation of petroleum-saturated subsurface soils with comingled dry cleaning-related CVOCs located on-site. Human exposure to residual, impacted soils and groundwater would be mitigated through an EMMP. This alternative provides adequate protection of the environment by ensuring that stormwater and/or rising waters of Gully Brook do not come into contact with impacted soils.

5.4.2 Technical Practicality

There are a few complexities with implementing air sparge and SVE to remediate soils and groundwater in-situ at the Site, as noted below:

- Air sparging combined with SVE is generally not effective for remediating heavy petroleum contamination like No. 2 fuel oil-impacted soil and groundwater, which have been identified at the Site. This technology is best suited for removing highly volatile contaminants, like dry cleaningrelated CVOCs, which have also been identified at the Site. Heavy petroleum, such as No. 2 fuel oil, is much less volatile, which limits the effectiveness of stripping processes.
- Additional characterization of Site soils and groundwater is required to design the air sparge and SVE system. The effectiveness of air sparging combined with SVE is also limited in heterogeneous soil types or soils with low permeability, such as clay or silt and when groundwater contains elevated concentrations of certain dissolved metals (e.g., iron).
- Air sparge and SVE systems require construction of an equipment shed at the Site, which is not
 ideal for the Site's proposed use as a parking lot. Additionally, air sparge and SVE systems require
 periodic maintenance, monitoring, and optimization. These systems also typically operate for
 several years in order to effectively remediate contaminated soils and groundwater in-situ, so the
 potential physical presence and disruption to Site use will remain in effect for several years.

5.4.3 Ability to Implement

This alternative is technically feasible and is an effective action for reducing the risk of human exposure.

Services and materials necessary to conduct this alternative are readily available; however, there are

several Site complexities as outlined in Section 5.4.2, above.

5.4.4 Reduction of Toxicity, Mobility, and Volume

In-situ remediation of petroleum-saturated subsurface soils and groundwater with comingled dry

cleaning-related CVOCs would reduce the toxicity, mobility, and volume of these materials by removing

contaminants from the Site.

5.4.5 Short-Term Effectiveness

Air sparge and SVE systems typically operate for several years in order to effectively remediate

contaminated soils and groundwater in-situ, as outlined in Section 5.4.2 above. Therefore, this remedial

action would not be implemented in a relatively short timeframe. Additionally, an EMMP would also have to be prepared and implemented during future earthwork-related activities to properly manage residual,

impacted soil and groundwater at the Site.

5.4.6 Resiliency to Environmental Conditions and Weather

Environmental concerns associated with extreme weather, increased rainfall, and rising groundwater

tables could impact the Site. This alternative would remediate soils and groundwater in-situ and, therefore, eliminate the risk of impacted soil and groundwater coming into contact with nearby surface

water bodies (Gully Brook) due to increased rainfall and/or rising groundwater tables that may be

associated with potential extreme weather events in the future.

5.4.7 Preliminary Cost

The estimated costs associated with this remedial alternative are outlined in the attached

Table 3 – Summary of Estimated Remediation Costs for Air Sparge and SVE Alternative. This alternative

also includes additional pre-characterization sampling activities and laboratory analytical costs, which are

necessary to properly design the air sparge and SVE system. Additionally, it is assumed that the air sparge and SVE system would operate for ten (10) years at the Site; therefore, estimated costs for periodic

maintenance, monitoring, and optimization spanning a 10-year period are included in Table 3.

Capital costs include direct capital costs, such as materials and equipment, and indirect capital costs, such

as engineering and sampling contingencies. The preliminary costs provided were developed to compare

5-5

alternatives and should not be considered engineering cost estimates.

ABCA_Beals Linen_7 Chestnut Street_Auburn_Rev 1 Sevee & Maher Engineers, Inc. (250351)

5.5 Parking Lot and/or Park Soil Cover Systems with Passive Soil Vapor Venting System Alternatives

The following remediation alternatives evaluated in this ABCA are the "Parking Lot Cover System" alternative, "Parking Lot and Park Cover System" alternative, and "Parking Lot and Park Cover Systems with Passive Soil Vapor Venting System" alternative. The reason for grouping all three (3) of these alternatives together is they provide similar overall protection of human health and the environment; technical practicality; ability to implement; reduction of toxicity, mobility, and volume of contaminants; time required until remedial action objectives are attained; and resiliency to weather conditions (i.e., flooding, rain events, etc.). Estimated costs slightly differ among the three (3) alternatives, as discussed further below.

This alternative involves mitigating the potential for human exposure to impacted soils through removal of soil and installation of a MEDEP-approved cover system across the entirety of the Site, in accordance with an EMMP. Approximately 12 inches of soil would be removed across the entirety of the Site along with remaining concrete slabs and asphalt pavement; this would allow for construction of subsequent cover systems without the need for significant re-grading at the Site. Soils would be characterized prior to transportation to an off-site receiving facility (e.g., landfill). Soils may also be reused at an off-site property in accordance with MEDEP's Beneficial Use regulations if analytical testing confirms that contaminants of concern would not present a risk to an off-site property and a beneficial use license is acquired from MEDEP.

Since the top foot of soil would be removed, previously impacted subsurface soils (deeper than 2 feet-bgs) would be considered surficial soils (now shallower than 2 feet-bgs). Therefore, soil cover systems would be constructed over these soils, which were found to be impacted with CVOCs, petroleum constituents, and PAHs at concentrations exceeding their respective MEDEP RAGs, which could pose a direct contact exposure risk to future Site users. Cover systems would be constructed to dovetail with future redevelopment plans and could include placement of structural subbase gravel, asphalt, hardscape surfaces (e.g., stone or brick walkways), and/or softscape surfaces (i.e., grassed areas, wood chips, etc.) to facilitate Site redevelopment as a paved parking lot and public park.

As a conservative measure, soil cover system alternatives for both parking lot and public park reuse could also include installation of a passive soil vapor venting system beneath areas of the Site where PCE and petroleum impacts are prevalent (refer to Figure 5). This passive soil vapor venting system would not remediate impacted soil vapor, but would mitigate the risk to future parking lot and park visitors to impacted soil vapor during their use at the Site.

5.5.1 Overall Protection of Human Health and the Environment

These alternatives provide protection of human health through reducing the risk of direct contact exposure to contaminated soils via construction of engineered cover systems, exposure to impacted soil vapor via installation of a passive soil vapor venting system, and implementation of institutional controls,

which would prohibit future disturbance of the cover systems, underlying soils, and the passive soil vapor venting system without prior MEDEP notification and adherence to an EMMP. This alternative also provides adequate protection of the environment by ensuring that stormwater and/or rising waters of Gully Brook do not come into contact with impacted soils.

5.5.2 Technical Practicality

Soil removal activities and construction of soil cover systems are technically practical remedial measures, which could be completed utilizing accepted construction techniques. Contractors with experience in similar projects are readily available in Maine.

5.5.3 Ability to Implement

This alternative is technically feasible and is an effective action for reducing the risk of human exposure. Services and materials necessary to conduct this alternative are readily available.

5.5.4 Reduction of Toxicity, Mobility, and Volume

This remedial alternative would achieve reduction in the mobility of the impacted soils at the Site by reducing the amount that rainwater/stormwater, humans/animal transport methods, and wind/atmospheric transport methods can come into contact with the impacted soils.

5.5.5 Short-Term Effectiveness

The remedial action objectives could be attained when construction of the MEDEP-approved cover systems have been completed. Additional protection will be provided in the event that passive soil vapor venting systems have been installed. This remedial action could be implemented in a relatively short timeframe (i.e., several months); however, an EMMP would have to be prepared and implemented during future earthwork-related activities at the Site.

5.5.6 Resiliency to Environmental Conditions and Weather

Environmental concerns associated with extreme weather, increased rainfall, and rising groundwater tables could impact the Site. This alternative would cover impacted soils at the Site and mitigate the risk of Site soils coming into contact with nearby surface water bodies (Gully Brook) due to increased rainfall and/or rising groundwater tables that may be associated with potential extreme weather events in the future.

5.5.7 Preliminary Cost

The estimated costs associated with these three (3) alternatives are outlined in the attached Tables 4, 5, and 6 – Summary of Estimated Remediation Costs for the "Parking Lot Cover System" alternative, "Parking Lot and Park Cover System" alternative, and "Parking Lot and Park Cover Systems with Passive Soil Vapor Venting System" alternatives, respectively. These alternatives also include costs to prepare a Beneficial

ABCA_Beals Linen_7 Chestnut Street_Auburn_Rev 1 Sevee & Maher Engineers, Inc. (250351) October 24, 2025 Use License Application with additional waste characterization sampling activities and laboratory analytical costs, which are necessary to pre-characterize soils for off-site landfill disposal acceptance and/or reuse at an off-site property in accordance with MEDEP's Beneficial Use regulations. A range of soil disposal costs for either Beneficial Use or landfill disposal have been included in Tables 4, 5, and 6.

Capital costs include direct capital costs, such as materials and equipment, and indirect capital costs, such as engineering and sampling contingencies. The preliminary costs provided were developed to compare alternatives and should not be considered engineering cost estimates.

6.0 REMEDIAL ACTION PLAN

The "Parking Lot and Park Cover Systems with Passive Soil Vapor Venting System" alternative was evaluated against the remedial objectives outlined in Section 5.0 and was determined to best fit the ranking alternatives outlined in Section 4.0 to support Site redevelopment. Because this alternative meets the evaluation criteria and is not cost-prohibitive, this alternative has been selected for mitigating future Site users exposure to contaminated soil, groundwater, and soil vapor identified at the Site. Remedial tasks proposed for completion at the Site are discussed below.

6.1 Soil Removal

Remaining concrete slabs and structures associated with the former apartment and dry cleaner buildings will be removed and approximately 12 inches of surficial soils will be excavated and removed from Site prior to construction of the cover systems; this will allow existing grades to be maintained at the Site. The amount of soil required to be excavated and disposed is currently unknown, but is estimated to be approximately 970 cubic yards. Excavated soils will require proper analytical testing for off-site disposal at a licensed facility (e.g., landfill). These soils could potentially be reused at an off-site property in accordance with MEDEP's Beneficial Use regulations if analytical testing confirms that contaminants of concern would not present a risk to an off-site property and a beneficial use license is acquired from MEDEP. Appropriate local, State, and Federal permitting should be conducted prior to commencing soil removal activities. Erosion control measures should be implemented and maintained throughout the project in accordance with the Maine Erosion and Sediment Control Best Management Practices. Dust and odor control measures should also be implemented in accordance with best management and construction practices.

6.2 Soil Cover Systems

Cover systems will be installed over soils across the entire Site, based on the City's plans to redevelop the western portion of the Site as a parking lot and the eastern portion as a public park. We have assumed that two types of cover systems will primarily be constructed on-Site: 1) a marker layer and 12 inches of compacted structural gravel/crushed stone beneath approximately three inches of asphalt pavement at the western portion of the Site; and 2) marker layer and a landscaped cover system to be constructed for the public park at the eastern portion of the Site. The landscaped cover system should consist of a marker layer, eight inches of compacted fill and four inches of "softscape surfaces" (e.g., seeded loam, wood chips, etc.) and/or "hardscape surfaces" (e.g., stone or brick walkways). Details of various MEDEP-approved cover systems are provided on Figure 6.

6.3 Passive Soil Vapor Venting System

Installation of a passive soil vapor venting system beneath areas of the Site where PCE and petroleum impacts are prevalent (refer to Figure 5) should be incorporated during the construction of the soil cover system alternatives for both parking lot and public park reuse of the property. Conceptual design of the passive soil vapor venting system includes installing five rows of perforated 4 inch-diameter PVC pipe, which would extend approximately 100 feet from the northern to southern Site boundaries. Perforated pipe would be installed under a marker layer and within 12 inches of structural gravel and/or crushed stone. Individual soil vent stacks could be installed along a vertical park feature (i.e., light pole, bollard, etc.) at the southern terminus of each soil vapor pipe, or the soil vapor pipes could be manifolded together along their southern terminus and vented via one stack along a vertical park feature, whichever option is feasible and preferred by the City.

6.4 Project Oversight

The remedial actions proposed in this plan will be coordinated with and conducted under the oversight of a QEP. The QEP will develop a final cleanup design and develop a bid package which will include remediation design, details, bid specifications, resiliency to environmental conditions and weather, and detailed information on specified materials and products. A cleanup contractor should be selected through a competitive bid process. Once a Contractor has been selected, the QEP will oversee the cleanup activities and conduct Site observations to monitor the cleanup contractor and document that work is conducted in accordance with the design plans and applicable regulations and requirements. At the completion of the cleanup activities, the QEP will prepare a summary report detailing the remedial activities for MEDEP's review/approval.

6.5 Deed Restrictions/Institutional Controls/Declaration of Environmental Covenant

As stated previously, institutional controls and a deed restriction should be required following cleanup activities at the Site, which will include the following, at a minimum:

- Require a MEDEP-approved EMMP to reduce and manage future exposure risks from residual
 contaminated soil and groundwater that may be encountered during future earthwork-related
 activities at the Site;
- Prohibit future disturbance of the cover system and passive soil vapor venting system during future construction, remediation, or landscaping without prior notification and consent from MEDEP;
- Prohibit the installation of any future groundwater wells at the Site without prior written approval from MEDEP; and
- Require installation of MEDEP-approved, vapor mitigation systems for any new buildings that may be constructed at the Site in the future.

7.0 SIGNATURE(S) OF ENVIRONMENTAL PROFESSIONAL(S)

The following SME personnel possess the sufficient training and experience necessary to conduct an Analysis of Brownfields Cleanup Alternatives, and from the information generated by such activities, have the ability to develop opinions and conclusions regarding remediation alternatives and a Conceptual Remedial Action Plan, as presented herein, for the Site.

Aaron R. Martin, L.G.

Ram Potents

Senior Geologist

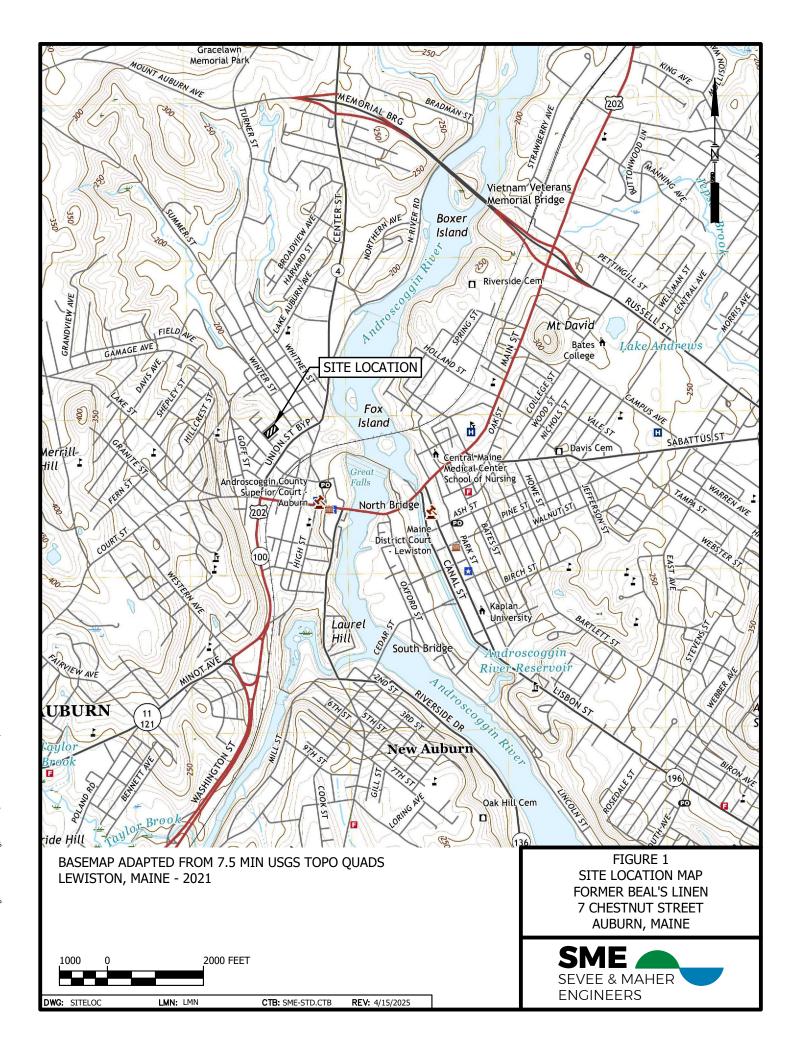
Lisa J. Jacob, L.G.

Principal/Senior Geologist

Gisa J. Jack

FIGURES



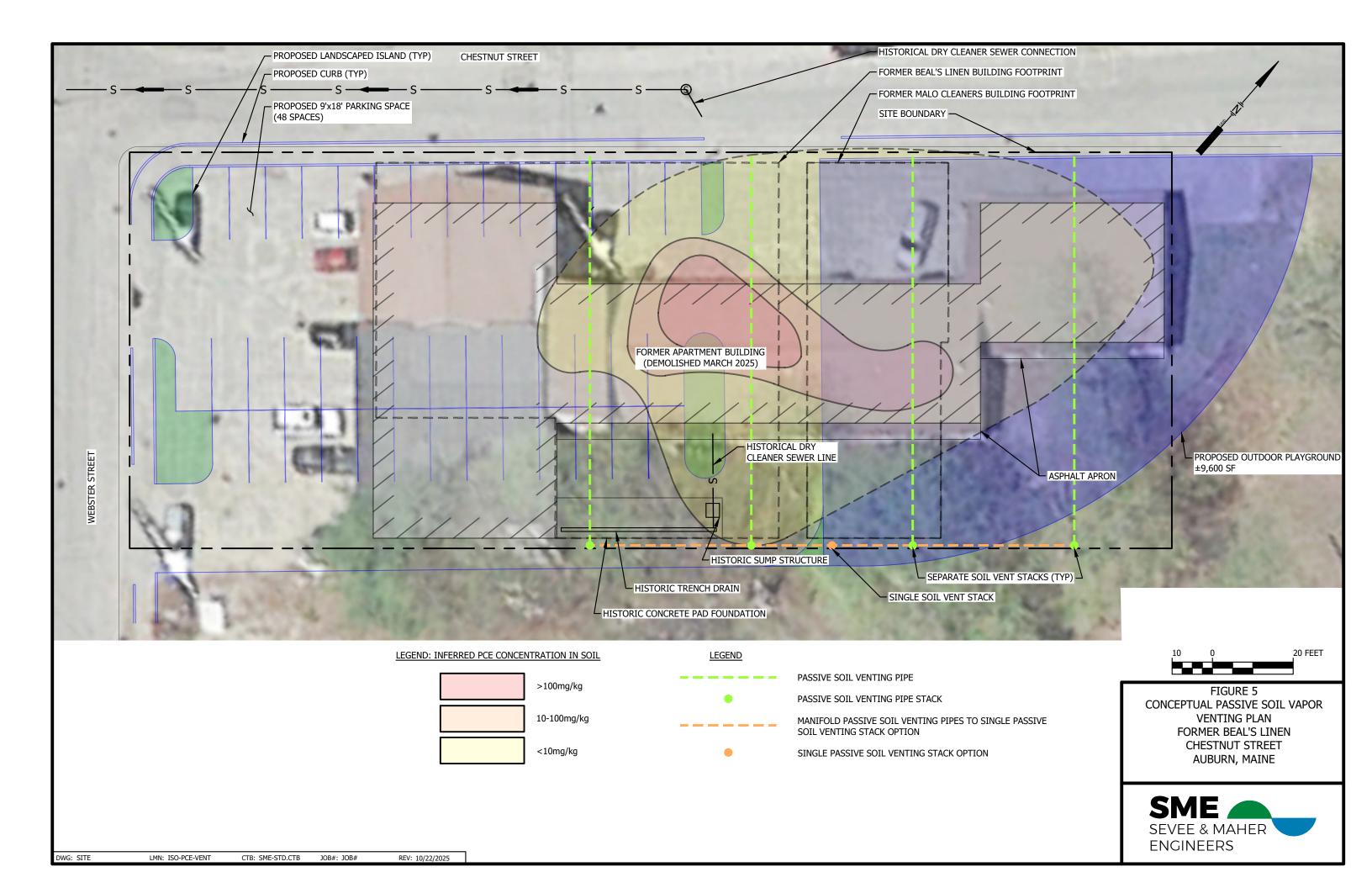


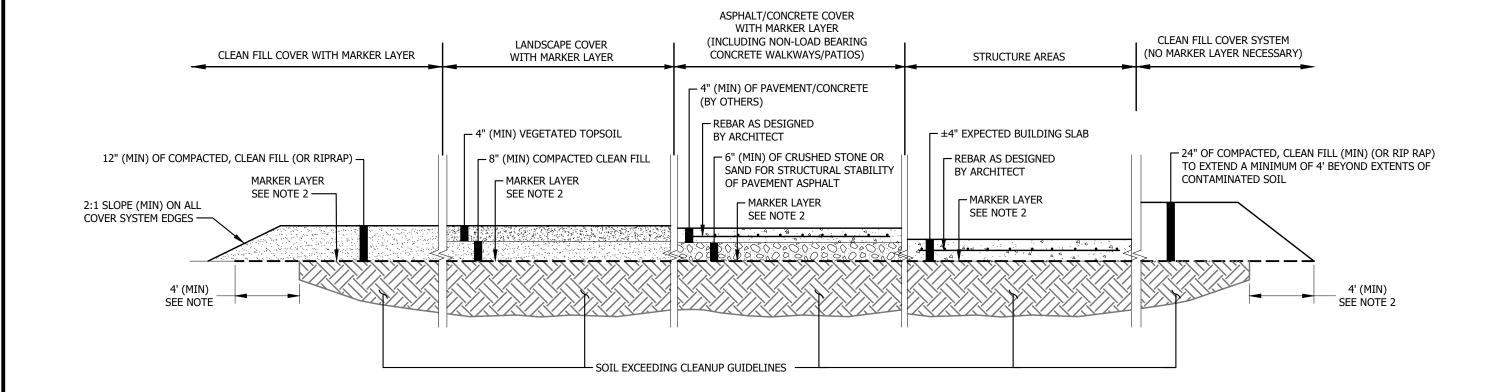
DWG: SITE

LMN: ISO-PCE

CTB: SME-STD.CTB JOB#: JOB#

REV: 8/20/2025





NOTES

- 1. THE QUANTITIES IDENTIFIED ARE MINIMUM REQUIREMENTS FOR COVERING OF THE IDENTIFIED CONTAMINATED SOILS. ADDITIONAL SUBBASE MATERIALS MAY BE REQUIRED IN AREAS PROPOSED FOR ASPHALT PAVING, BUILDINGS AND/OR CONCRETE SIDEWALKS/PATIOS, AS NECESSARY, TO MAINTAIN STRUCTURAL INTEGRITY OF THESE MATERIALS. THE SITE DESIGN ENGINEER IS REQUIRED TO MAKE THE DETERMINATION OF STRUCTURAL SUITABILITY.
- 2. GEOTEXTILE MARKER LAYER TO EXTEND A MINIMUM OF 4' BEYOND EXTENT OF CONTAMINATED SOIL.

FIGURE 6
SOIL COVER SYSTEM
CONCEPTUAL SCHEMATIC
FORMER BEAL'S LINEN
CHESTNUT STREET
AUBURN, MAINE



DWG: COVER SYSTEMS ALL LMN: LMN CTB: SME-STD.CTB JOB#: JOB#: JOB#: 10/22/2025

TABLES



TABLE 1 – SUMMARY OF THE EVALUATION AND COMPARISON OF REMEDIAL ALTERNATIVES_REV. 1 BEAL'S LINEN 7 CHESTNUT STREET AUBURN, MAINE

Remedial Action Alternative (RAA)	Overall Protection of Human Health and the Environment	Technical Practicality	Ability to Implement	Reduction of Toxicity, Mobility and Volume	Short Term Effectiveness	Resiliency to Climate Change	Estimated Cost	Notes
1) No Action	Not protective of human health and the environment and does not meet the threshold criteria	Not Applicable	Not Applicable	No Reduction of Toxicity, Mobility and Volume	Not Applicable	Not Applicable	Not Applicable	Does not include remedial and mitigation actions to occur regardless of chosen alternative as described in Section 5.1.
2) Soil Removal Alternative	This alternative provides adequate protection of human health by reducing the potential risk of exposure to contaminated soil and groundwater by current and future earthwork contractors.	 Contractors with this type of experience are readily available in Maine. This alternative supports the redevelopment of the Site. 	This cleanup alternative is technically feasible and is a common approach for reducing/eliminating human health exposure risks associated with contaminated soil and groundwater.	The toxicity, mobility, and volume of contaminated soil and groundwater would be eliminated by removing impacted media from the Site and transporting them to a licensed facility for proper disposal.	The risk of exposure to contaminated soil and groundwater would be eliminated upon removal activities. The work described under this alternative could be performed on a relatively short timeframe, likely within a few months after mobilizing contractors.	By removing contaminated soil and groundwater, it eliminates the potential for these media to mobilize offsite due to rising water levels.	 The estimated cost associated with this alternative is approximately \$3,400,000. Capital costs include direct capital costs, such as materials and equipment, and indirect capital costs such as engineering and sampling. These cost estimates are for budgetary purposes only and in no way should be construed as a cost proposal. 	Includes remedial and mitigation actions to occur regardless of chosen alternative as described in Section 5.1.
3) Air Sparge & Soil Vapor Extraction Alternative	This alternative provides adequate protection of human health by reducing the potential risk of exposure to contaminated soil and groundwater by current and future earthwork contractors, but over a long-term in-situ remediation program.	 In-situ remediation programs similar to the one proposed can be prepared and implemented. There are complexities with insitu remediation, as discussed in Section 5.4.2 along with operational costs and maintenance of the air-sparge and SVE system can be challenging over an estimated 20-year timeframe. 	 The implementation of the in-situ remediation program is technically feasible and is an effective action for reducing the risk of human exposure. Long-term operation and maintenance of the air-sparge and SVE system can be challenging. 	The toxicity, mobility, and volume of contaminated soil and groundwater would be eliminated by remediating them in-situ over an estimated 20-year timeframe.	The remedial action objectives associated with reducing human exposure and reducing the toxicity, mobility and volume of contaminated soil and groundwater would be attained upon implementation and operation of an air-sparge and SVE system for an estimated 20-year program.	By remediating contaminated soil and groundwater insitu, it eliminates the potential for these media to mobilize offsite due to rising water levels.	 The estimated cost associated with this alternative is approximately \$5,325,000, which includes implementation and operation of an airsparge and SVE system for 20-years. Capital costs include direct capital costs, such as materials and equipment and maintenance; indirect capital costs include engineering and sampling. These cost estimates are for budgetary purposes only and in no way should be construed as a cost proposal. 	Includes remedial and mitigation actions to occur regardless of chosen alternative as described in Section 5.1.

Remedial Action Alternative (RAA)	Overall Protection of Human Health and the Environment	Technical Practicality	Ability to Implement	Reduction of Toxicity, Mobility and Volume		Short Term Effectiveness	Resiliency to Climate Change	Estimated Cost	Notes
4) Parking Lot Cover System Alternative 5) Parking Lot and Park Cover System Alternative or 6) Parking Lot and Park Cover System with Passive Soil Vapor Venting System Alternative	This alternative provides adequate protection of human health by reducing the potential risk of exposure to contaminated soil, groundwater, and soil vapor via construction of cover systems, passive soil vapor venting system, and implementation of institutional controls which prohibit disturbance of the cover systems and venting system without prior MEDEP notification and adherence to an Environmental Media Management Plan (EMMP).	 Construction activities associated with soil cover systems and passive soil vapor venting systems utilize standard construction techniques; therefore, this alternative is technically practical. Institutional controls are becoming a more common and viable alternative; therefore, this remedial alternative is technically practical. This alternative supports the redevelopment of the Site. 	This cleanup alternative is technically feasible and is a common approach for reducing/eliminating human health exposure risks associated with contaminated soil, groundwater, and soil vapor.	 Cover systems reduce the mobility of contaminated soil by preventing stormwater runoff from coming in contact with the soil. Passive soil vapor venting systems reduce the exposure of future Site users to impacted soil vapor at the Site. No reduction of toxicity or volume of contaminated subsurface soil or groundwater, due to the fact that no subsurface soil or groundwater will be removed from Site. 	•	Remedial objectives would be attained when the cover systems and (if applicable) the passive soil vapor venting systems have been constructed and institutional controls have been implemented. The work described under this alternative could be performed on a relatively short timeframe, likely within a few months after mobilizing contractors.	Cover systems reduce the risk of storm water/ rainfall coming into contact with impacted soil.	 The estimated cost associated with this alternative ranges from approximately \$281,100 to \$590,400. Capital costs include direct capital costs, such as materials and equipment, and indirect capital costs such as engineering and sampling. These cost estimates are for budgetary purposes only and in no way should be construed as a cost proposal. 	Includes remedial and mitigation actions to occur regardless of chosen alternative as described in Section 5.1.

Table 1-Summary of Alternatives_Rev 1

Table 2: Summary of Estimated Remediation Costs

Soil Removal Alternative

Beal's Linen

7 Chestnut Street, Auburn, Maine

Soil Removal Alternative		Units	Unit Cost	Total
Pre-Excavation Delineation Sampling Beneath Chestnut Street	1	LS	\$25,000	\$25,000
Engineering Design/Bidding Documents/Bidding Phase Services	1	LS	\$15,000	\$15,000
Mobilization, Fencing, Security	1	LS	\$10,000	\$10,000
City of Auburn & Private Utility Coordination, Disconnect, Repairs ¹	1	LS	\$50,000	\$50,000
Shoring/Sheet Piles ²	5,000	SF	\$60	\$300,000
Contaminated Groundwater Dewatering/Disposal ³	30,000	Gallons	\$25	\$750,000
Soil Excavation, Transportation & Disposal ⁴	7,500	Tons	\$175	\$1,312,500
Naste Characterization Soil Sampling (1 sample per 500 tons) ⁵	15	Ea	\$1,500	\$22,500
Confirmatory Soil Sampling ⁶	13	Ea	\$600	\$7,800
Clean Soil Backfill, Compaction & Paving ⁷	5,000	CY	\$50	\$250,000
Remediation Oversight	300	Hrs	\$150	\$45,000
Remediation Closure Report	1	LS	\$10,000	\$10,000
Environmental Media Management Plan	1	LS	\$7,500	\$7,500
Declaration of Environmental Covenant (Deed Restrictions)	1	LS	\$5,000	\$5,000
	•		Subtotal:	\$2,810,300
			Contingency 20%:	\$562,060
			TOTAL:	\$3,372,360

- 1 Contingency for utility impacts assuming contaminated soil extends beneath Chestnut Street.
- 2 Assumes sheet piles will be installed to 20 feet below ground surface with perimeter of 250 linear feet.
- 3 Assumes top foot of groundwater impacted with free-phase petroelum product will be dewatered and disposed off-site as petroleum-impacted.
- [3,600 cubic feet x 7.48 gal/cuft= 30,000 gallons]
- 4 Assumes 5,000 cu/yds of contaminated soil (1.5 tons per cubic yard= 7,500 tons) will be disposed off-site as Special Waste (not Hazardous Waste).
- 5 Actual frequency of waste characterization sampling is dependent on the receiving facilities license requirements for sampling/soil acceptance approval.
- 6 Assumes 2 subsurface soil samples will be collected per excavation sidewalls (4 sidewalls) plus 1 duplicate sample and submitted for laboratory analysis of VOCs, VPH, and EPH.
- 7 Assumes soil will be compacted in 1-foot lifts and top foot will be compacted with gravel subbase and finished with 3 inches of asphalt binder and topcoat.
- LS = Lump Sum, SF = Square Foot, EA = Each, CY = Cubic Yard, Hrs = Hours

Table 3: Summary of Estimated Remediation Costs Air Sparge & Soil Vapor Extraction Alternative Beal's Linen

7 Chestnut Street, Auburn, Maine

Air Sparge & Soil Vapor Extraction Alternative	Number	Units	Unit Cost	Total
Delineation & Pre-Design Sampling	1	LS	\$50,000	\$50,000
Engineering Design/Bidding Documents/Bidding Phase Services	1	LS	\$75,000	\$75,000
Air Sparge & Soil Vapor Extraction System Installation ¹	1	LS	\$750,000	\$750,000
Annual Operation & Maintenance Costs ²	20	Years	\$150,000	\$3,000,000
Annual Reporting with Semi-Annual Groundwater Sampling & Analysis ³	20	Years	\$20,000	\$400,000
Air Sparge & Soil Vapor Extraction System Decommissioning ⁴	1	LS	\$100,000	\$100,000
Remediation Closure Report	1	LS	\$50,000	\$50,000
Environmental Media Management Plan	1	LS	\$7,500	\$7,500
Declaration of Environmental Covenant (Deed Restrictions)	1	LS	\$5,000	\$5,000
	\$4,437,500			
	\$887,500			
	\$5,325,000			

- 1 Assumes 16 air sparge wells and 16 vapor extraction wells spaced apart 15 feet will be installed along with a remediation shed with vapor treatment.
- 2 Assumes monthly operation and maintenance over 20 years with annual increases for labor and electrical costs with 3% annual inflation multiplier.
- 3 Assumes 6 groundwater samples will be collected on a semi-annual basis and submitted for laboratory analysis of VOCs, VPH, and EPH with annual laboratory cost increases.
- 4 Assumes system decommissioning with estimated 2045 rates/contractor costs with 3% annual inflation multiplier.
- LS = Lump Sum

Table 4: Summary of Estimated Remediation Costs Parking Lot Cover System Alternative Beal's Linen 7 Chestnut Street, Auburn, Maine

Soil Removal Alternative			Number	Units	Unit Cost	Total
Engineering Design/Bidding Documents/Bidding	Phase Services		1	LS	\$15,000	\$15,000
Beneficial Use License Application Preparation			1	LS	\$15,000	\$15,000
Beneficial Use or Landfill Waste Pre-Characteriza	tion Soil Sampling (1 s	sample per 500 tons) ¹	3	Ea	\$1,500	\$4,500
Existing Asphalt Parking Lot & Concrete Slab Rem	oval, Transportation	& Disposal ²	475	CY	\$50	\$23,750
Soil Excavation, Transportation & Disposal or Reu	ıse ^{3,4}		1,450	Tons	\$20 - \$175	\$29,000 - \$253,750
Parking Lot - Soil Cover System:						
Marker Layer, Clean Soil/Sub-Base Backfill, Comp	action & Asphalt Pav	ing ⁵	970	CY	\$150	\$145,500
Part-Time Remediation Oversight			80	Hrs	\$150	\$12,000
Remediation Closure Report			1	LS	\$10,000	\$10,000
Environmental Media Management Plan			1	LS	\$7,500	\$7,500
Declaration of Environmental Covenant (Deed Re	estrictions)		1	LS	\$5,000	\$5,000
					Subtotal:	\$267,250 - \$492,000
					Contingency 20%:	\$53,450 - \$98,400
					TOTAL:	\$320,700 - \$590,400

- 1 Actual frequency of waste pre-characterization sampling is dependent on the receiving facilities license requirements or MEDEP Beneficial Use requirements for sampling/soil acceptance approval.
- 2 Assumes existing asphalt pavement and concrete slabs will be removed, transported, and reused by City of Auburn Public Works to prep site for redevelopment. [~0.59 acres = ~25,700, square feet] [0.5 feet of asphalt/concrete = ~12,850 cubic feet] [12,850 cubic feet / 27 = ~475 cubic yards]
- 3 Assumes top foot of soil will be excavated across the entire Site (~26,200 square feet or ~0.6 acres) for parking lot subbase and asphalt cover redevelopment.
- [1 foot of soil = 2 26,200 cubic feet] [26,200 cubic feet / 27 = 2 970 cubic yards]
- 4 Assumes 970 cubic yards of excess soil (1.5 tons per cubic yard= 1,450 tons) will either be disposed at a Landfill (\$175/ton) as Special Waste (not Hazardous Waste) or transported and reused at a nearby off-site property (\$20/ton) if a Beneficial Use License is issued by MEDEP.
- 5 Assumes parking lot will have 3 inches of asphalt over 12 inches of gravel subbase, underlain by geotextile marker layer.
- LS = Lump Sum, SF = Square Foot, EA = Each, CY = Cubic Yard, Hrs = Hours

Table 5: Summary of Estimated Remediation Costs Parking Lot & Park Cover System Alternative Beal's Linen

7 Chestnut Street, Auburn, Maine

Soil Removal Alternative			Units	Unit Cost	Total		
Engineering Design/Bidding Documents/Bidding Phase Se	rvices	1	LS	\$15,000	\$15,000		
Beneficial Use License Application Preparation		1	LS	\$15,000	\$15,000		
Beneficial Use or Landfill Waste Pre-Characterization Soil	Sampling (1 sample per 500 tons) ¹	3	Ea	\$1,500	\$4,500		
Existing Asphalt Parking Lot & Concrete Slab Removal, Tra	nsportation & Disposal ²	475	CY	\$50	\$23,750		
Soil Excavation, Transportation & Disposal or Reuse ^{3,4,5}		1,450	Tons	\$20 - \$175	\$29,000 - \$253,750		
Parking Lot - Soil Cover System:	•						
Marker Layer, Clean Soil/Sub-Base Backfill, Compaction &	Asphalt Paving ⁶	615	CY	\$150	\$92,250		
Park - Soil Cover System:							
Marker Layer, Clean Soil/Loam Backfill, Compaction & Wo	od Chips/Grass Areas for Park ⁷	355	CY	\$50	\$17,750		
Part-Time Remediation Oversight		80	Hrs	\$150	\$12,000		
Remediation Closure Report		1	LS	\$10,000	\$10,000		
Environmental Media Management Plan		1	LS	\$7,500	\$7,500		
Declaration of Environmental Covenant (Deed Restriction	5)	1	LS	\$5,000	\$5,000		
				Subtotal:	\$231,750 - \$456,500		
	Contingency 20%:						
				TOTAL:	\$278,100 - \$547,800		

- 1 Actual frequency of waste pre-characterization sampling is dependent on the receiving facilities license requirements or MEDEP Beneficial Use requirements for sampling/soil acceptance approval.
- 2 Assumes existing asphalt pavement and concrete slabs will be removed, transported, and reused by City of Auburn Public Works to prep site for redevelopment.
- [\sim 0.59 acres = \sim 25,700, square feet] [0.5 feet of asphalt/concrete = \sim 12,850 cubic feet] [12,850 cubic feet / 27 = \sim 475 cubic yards]
- 3 Assumes top foot of soil will be excavated at western portion of Site (~16,500 square feet or ~0.38 acres) for parking lot subbase and asphalt cover redevelopment.
- $[\sim 0.38 \text{ acres} = \sim 16,500 \text{ square feet}]$ [1 foot of soil = $\sim 16,500 \text{ cubic feet}$] [16,500 cubic feet / 27 = $\sim 615 \text{ cubic yards}$]
- 4 Assumes top foot of soil will be excavated at eastern portion of Site (~9,600 square feet or ~0.22 acres) for park redevelopment.
- [\sim 0.22 acres = \sim 9,600 square feet] [1 foot of soil = \sim 9,600 cubic feet] [9,600 cubic feet / 27 = \sim 355 cubic yards]
- 5 Assumes 970 cubic yards of excess soil (1.5 tons per cubic yard= 1,450 tons) will either be disposed at a Landfill (\$175/ton) as Special Waste (not Hazardous Waste) or transported and reused at a nearby off-site property (\$20/ton) if a Beneficial Use License is issued by MEDEP.
- $[\sim 0.6 \text{ acres} = \sim 26,200 \text{ square feet}]$ [1 foot of soil = $\sim 26,200 \text{ cubic feet}$] [26,200 cubic feet / 27 = $\sim 970 \text{ cubic yards}$]
- Assumes 1.5 tons per cubic yard of soil. [~970 cubic yards x 1.5= ~1,450 tons of soil]
- 6 Assumes parking lot will have 3 inches of asphalt over 12 inches of gravel subbase, underlain by geotextile marker layer.
- 7 Includes material, backfill, and compaction of 1 foot of clean fill underlain by geotextile marker layer.
- LS = Lump Sum, SF = Square Foot, EA = Each, CY = Cubic Yard, Hrs = Hours

Table 6: Summary of Estimated Remediation Costs

Parking Lot & Park Cover System with Passive Soil Vapor Venting System Alternative

Beal's Linen

7 Chestnut Street, Auburn, Maine

Soil Removal Alternative			Units	Unit Cost	Total	
Engineering Design/Bidding Documents/Bidding Phase Ser	vices	1	LS	\$15,000	\$15,000	
Beneficial Use License Application Preparation		1	LS	\$15,000	\$15,000	
Beneficial Use or Landfill Waste Pre-Characterization Soil S	ampling (1 sample per 500 tons) ¹	3	Ea	\$1,500	\$4,500	
Existing Asphalt Parking Lot & Concrete Slab Removal, Tran	sportation & Disposal ²	475	CY	\$50	\$23,750	
Soil Excavation, Transportation & Disposal or Reuse ^{3,4,5}		1,450	Tons	\$20 - \$175	\$29,000 - \$253,750	
Parking Lot - Soil Cover System:	<u> </u>					
Marker Layer, Clean Soil/Sub-Base Backfill, Compaction & A	Asphalt Paving ⁶	615	CY	\$150	\$92,250	
Park - Soil Cover System:						
Marker Layer, Clean Soil/Loam Backfill, Compaction & Woo	od Chips/Grass Areas for Park ⁷	355	CY	\$50	\$17,750	
Installation of Passive Soil Vapor Venting System ⁸		500	LF	\$50	\$25,000	
Part-Time Remediation Oversight		100	Hrs	\$150	\$15,000	
Remediation Closure Report		1	LS	\$10,000	\$10,000	
Environmental Media Management Plan		1	LS	\$7,500	\$7,500	
Declaration of Environmental Covenant (Deed Restrictions)			LS	\$5,000	\$5,000	
				Subtotal:	\$259,750 - \$484,500	
	Contingency 20%:					
	\$311,700 - \$581,400					

- 1 Actual frequency of waste pre-characterization sampling is dependent on the receiving facilities license requirements or MEDEP Beneficial Use requirements for sampling/soil acceptance approval.
- 2 Assumes existing asphalt pavement and concrete slabs will be removed, transported, and reused by City of Auburn Public Works to prep site for redevelopment.
- $[\sim 0.59 \text{ acres} = \sim 25,700, \text{ square feet}]$ [0.5 feet of asphalt/concrete = $\sim 12,850 \text{ cubic feet}]$ [12,850 cubic feet / 27 = $\sim 475 \text{ cubic yards}]$
- 3 Assumes top foot of soil will be excavated at western portion of Site (~16,500 square feet or ~0.38 acres) for parking lot subbase and asphalt cover redevelopment.
- [\sim 0.38 acres = \sim 16,500 square feet] [1 foot of soil = \sim 16,500 cubic feet] [16,500 cubic feet / 27 = \sim 615 cubic yards]
- 4 Assumes top foot of soil will be excavated at eastern portion of Site (~9,600 square feet or ~0.22 acres) for park redevelopment.
- $[^{\circ}0.22 \text{ acres} = ^{\circ}9,600 \text{ square feet}]$ [1 foot of soil = $^{\circ}9,600 \text{ cubic feet}$] [9,600 cubic feet / 27 = $^{\circ}355 \text{ cubic yards}$]
- 5 Assumes 970 cubic yards of excess soil (1.5 tons per cubic yard= 1,450 tons) will either be disposed at a Landfill (\$175/ton) as Special Waste (not Hazardous Waste) or transported and reused at a nearby off-site property (\$20/ton) if a Beneficial Use License is issued by MEDEP.
- $[^{\circ}0.6 \text{ acres} = ^{\circ}26,200 \text{ square feet}]$ [1 foot of soil = $^{\circ}26,200 \text{ cubic feet}]$ [26,200 cubic feet / 27 = $^{\circ}970 \text{ cubic yards}]$
- Assumes 1.5 tons per cubic yard of soil. [\sim 970 cubic yards x 1.5= \sim 1,450 tons of soil]
- 6 Assumes parking lot will have 3 inches of asphalt over 12 inches of gravel subbase, underlain by geotextile marker layer.
- 7 Includes material, backfill, and compaction of 1 foot of clean fill underlain by geotextile marker layer.
- 8 Assumes five rows of 100 linear feet of passive soil vapor venting system (4"-diameter PVC slotted pipe inbedded in 6" of crushed stone overlain my marker layer and compacted 12" MDOT D-size gravel) with 5 separate venting stacks or manifolded to 1 venting stack.
- LS = Lump Sum, SF = Square Foot, EA = Each, CY = Cubic Yard, LF= Linear Foot, Hrs = Hours

PUBLIC NOTICE

The City of Auburn is applying for a U.S. Environmental Protection Agency (EPA) Brownfield Cleanup Grant to support the revitalization of the city-owned 7 Chestnut Street property in Auburn.

A draft copy of the grant proposal, including the Analysis of Brownfields Cleanup Alternatives (ABCA), will be available for public review at Auburn City Hall (60 Court

Street, Auburn) during normal business hours, and on our website at https://www.auburnmaine.gov/government/

city council/agendas minutes.php as of January 1, 2026. The public is invited to submit comments or questions by January 15, 2026, to: Katie Boss, Grants and Special Projects Manager (KBoss@auburnmaine.gov: 207-330-6601 x 1175)

A public meeting to discuss the application and receive feedback will be held on January 5th at 5:30pm at Auburn City Hall (60 Court Street, Auburn) in Council Chambers. All interested community members are encouraged to

attend. City of Auburn values community input and will incorporate public comments into the final application submission to the FPA.

Application Information Sheet

- (1) Applicant Identification:
 - a. Name: City of Auburn, Maine
 - b. Address: 60 Court Street Auburn, Maine 04210
- (2) Website URL: https://www.auburnmaine.gov/
- (3) Funding Requested:
 - a. Grant Type: Single Site Cleanup
 - b. Federal Funds Requested: \$4,000,000.00
- (4) Location:
 - a. City: Auburn
 - b. County: Androscoggin
 - c. State: Maine
- (5) Property Information:
 - a. Name: informally known as "Former Beal's Linen"
 - b. Address: 7 Chestnut Street, Auburn, Maine 04210
 - c. Map: See attached
- (6) Contacts:
 - a. Project Director: Katie Boss; Grants & Special Projects Manager; 207-330-6601 x 1175; kboss@auburnmaine.gov; 60 Court Street, Auburn, ME, 04210
 - b. Highest-Ranking Elected Official: Jeffery Harmon; Mayor; 207-330-6601 x1216; 60 Court Street, Auburn, ME, 04210
- (7) Population: 24,061 (U.S. Census Bureau data)
- (8) Other factors: No other factors apply to this site.
- (9) Releasing Copies of Applications: No confidential business information (CBI) is included in this application.

Narrative Criteria

(1) PROJECT AREA DESCRIPTION AND PLANS FOR REVITALIZATION

Target Area and Brownfields

- a. Overview of Brownfield Challenges and Description of Target Area
 - i. Extensive contamination of soil and groundwater has been confirmed at 7 Chestnut Street in Auburn, Maine. This site is located in the "Chestnut Street Gully" area of Auburn, directly adjacent to the newly redeveloped Police Activities League Center ("PAL Center") which provides safe space, food, clothing, resources, programming, and supportive connections with Auburn Police to the city's at-risk youth. The Center opened in 2013 as a direct response to the Auburn Police Department finding that 25% of their total annual calls for service were happening within ½ square mile of what would become the PAL Center location. The two highest types of crimes committed by and against youth under 20 were assaults and theft. This area located in Auburn's HUD Census Tract was host to 26% of all 3,300 students in the Auburn School Department. Upward of 71% of families in the census tract qualified for free or reduced lunch.
 - ii. Today, the 7 Chestnut Street site which contains only the foundation and parking lot of a demolished building where two dry cleaning facilities and a multifamily housing building were previously operated - presents a hazard to the children and families who visit the PAL Center. Remediation of the contamination and rebuilding of the previous playground are essential to completing the transformation of the PAL Center and Chestnut Street Gully area. Funding through the FY26 EPA Brownfield Cleanup Grant program is required to make this project possible, because of the very high cost to remediate the site in a way that is permanent and safe for children. Auburn City Staff have worked to identify local funding opportunities, but none are sufficient to cover the cost of this project. Auburn is committed to creating a safe public play space at 7 Chestnut Street that protects public health and creates a welcoming public space for the enjoyment of all Auburn residents and visitors – especially for our most at-risk youth. We believe 7 Chestnut Street would be an excellent fit for the EPA Brownfield Cleanup Grant program.
- b. <u>Description of the Proposed Brownfield Site:</u>

- i. The site is currently owned by the City of Auburn and identified by the Assessor's Office as Block 335 on Tax Map 250. The property encompasses approximately 0.6 acres located at the southeastern corner of the intersection of Chestnut Street and Webster Street. The Site was occupied by two dry cleaners (Beal's Linen and Malo Cleaners) from approximately 1950 to 1985. In 1986, the dry cleaner buildings were demolished, and the Site was developed with a multi-unit residential apartment building in 1987. The apartment building was demolished in March 2025. Concrete slab floors and foundations of the apartment building and asphalt-paved parking areas remain at the Site along with concrete remnants (e.g., foundations, sewer trench and sump) of the former Beal's Linen dry cleaning facility.
- ii. From 2013 to 2025, several environmental investigations were conducted at the site and nearby properties by Maine Department of Environmental Protection-funded programs. Results of these investigations identified CVOCs and petroleum constituents in soil, groundwater, soil vapor, and/or indoor air. It was concluded that contaminated media originated from the two former on-site drycleaners.
- iii. The site is directly adjacent to a youth center (the PAL Center) which serves many of Auburn's most at-risk youth, creating the opportunity for hazard exposure.

Revitalization of the Target Area

- c. Reuse Strategy and Alignment with Revitalization Plans
 i.
- d. Outcomes and Benefits of Reuse Strategy

Strategy for Leveraging Resources

- e. Resources Needed for Site Characterization
- f. Resources Needed for Site Remediation
- g. Resources Needed for Site Reuse
- h. Use of Existing Infrastructure

(2) COMMUNITY NEED AND COMMUNITY ENGAGEMENT

Community Need

a. The Community's Need for Funding

- b. Health or Welfare of Sensitive Populations
- c. Greater Than Normal Incidence of Disease and Adverse Health Conditions
- d. Economically Impoverished/Disproportionately Impacted Populations

Community Engagement

- e. Project Involvement
- f. Project Roles
- g. Incorporating Community Input

(3) TASK DESCRIPTIONS, COST ESTIMATES, AND MEASURING PROGRESS

a. Proposed Cleanup Plan

[As of 12/30/25 staff are awaiting a final remediation option from Maine DEP, and are not yet able to determine the remediation plan, budget, and description of tasks/activities and outcomes]

Description of Tasks/Activities and Outputs

- b. Project Implementation
- c. Anticipated Project Schedule
- d. Task/Activity Lead
- e. Outputs
- f. Cost Estimates [DRAFT utilizing "soil removal" option for remediation as a place holder sample]

			Project Task	s (\$)	
Budget Categories		Contaminant Remediation	Parking Lot Paving, Curbing, Drainage	Playground Install	Total
Direct	Personnel				
Costs	Fringe Benefits				
	Travel				
	Equipment				
	Supplies				
	Contractual		\$485,000	\$115,000	\$600,000
	Construction	\$3,400,000			\$3,400,000
	Other				
Total Di	rect Costs				
Indirect	Costs				

Total Budget		
(Total Direct Costs +		\$4,000,000
Indirect Costs)		

g. Plan to Measure and Evaluate Environmental Progress and Results

We will ensure that contaminants are successfully removed at the site by utilizing contractors who specialize in contaminant removal, and through continued close collaboration with the Maine Department of Environmental Protection (MEDEP).

(4) PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE

Programmatic Capability

- a. Organizational Structure
- b. Description of Key Staff
- c. Acquiring Additional Resources

Past Performance and Accomplishments

- d. Currently Has or Previously Received an EPA Brownfield Grant
 - a. Accomplishments
 - b. Compliance with Grant Requirements

Threshold Criteria Responses

- (1) Applicant Eligibility
 - a. City of Auburn is a *General Purpose Unit of Local Government* (municipality) and therefore eligible for FY26 EPA Brownfields Cleanup Grant funding.
 - b. City of Auburn is not exempt from Federal taxation under section 501(c)(4) of the IRC
- (2) Previously Awarded Cleanup Grants
 - a. The City of Auburn affirms that the proposed site (7 Chestnut Street, Auburn, ME) has not received funding from a previously awarded EPA Brownfields Cleanup Grant.
- (3) Expenditure of Existing Multipurpose Grant Funds
 - a. City of Auburn does not have any open EPA Brownfields Multipurpose Grants.
- (4) Site Ownership
 - a. City of Auburn is the current and sole owner of the site (7 Chestnut Street, Auburn, ME) and plans to maintain ownership after remediation and redevelopment of the site.
- (5) Basic Site Information
 - a. Name of the site: Former Beal's Linen (informally known as)
 - b. Address of the site: 7 Chestnut Street, Auburn, ME 04210
- (6) Status and History of Contamination at the Site
 - a. Results of environmental investigations identified chlorinated volatile organic compounds (CVOCs) and petroleum constituents in soil, groundwater, soil vapor, and/or indoor air. It was concluded that contaminated media originated from two, former on-site drycleaners (Malo Cleaners and Beal's Linen).
 - b. Contaminants of concern associated with the former dry-cleaning operations include tetrachloroethylene (PCE) and its breakdown (daughter) products, specifically, trichloroethylene (TCE); cis-1,2,-dichloroethylene (cis-1,2,-DCE); trans-1,2,-dichloroethylene (trans-1,2,-DCE); and vinyl chloride.
 - c. Site soils and groundwater throughout the Site also contain various petroleum constituents, volatile organic compounds (VOCs), extractable petroleum hydrocarbon (EPH) fractions, volatile petroleum hydrocarbon (VPH) fractions, polycyclic aromatic hydrocarbons (PAHs), and per- & polyfluoroalkyl substances (PFAS).

- d. Petroleum-saturated subsurface soils and free-phase petroleum-impacted groundwater have been identified at the north-central portion of the Site. These impacted soils and groundwater are inferred to be associated with a 10,000-gallon fuel oil underground storage tank (UST) that was utilized by Beal's Linen and reportedly removed from the Site in 1986.
- e. Based on the location of these impacted soils, it appears that volatile and semi-volatile petroleum constituents and dry cleaning-related CVOCs were released to the subsurface via underground piping, a former fuel oil UST that was previously removed, floor drain(s), and/or leaking sewer line(s) originating from the former Beal's Linen property.
- f. During SME's 2025 Supplemental Phase II ESA, PCE and TCE were also detected in subsurface, petroleum-saturated soils and in groundwater at the north-central portion of the Site at concentrations that exceeded their MEDEP RAGs for "Construction Worker" direct contact exposure risk.
- g. For estimating purposes, up to approximately 3,000 cubic yards of petroleum-saturated subsurface soils, comingled with dry cleaning-related CVOCs may be present at the Site and beneath portions of Chestnut Street.
- h. Concrete slab floors and foundations of the building and asphalt-paved parking areas remain at the Site along with concrete remnants (e.g., foundations, sewer trench, and sump) of the former Beal's Linen dry cleaning facility.
- (7) Brownfield Site Definition
 - a. City of Auburn affirms that the site is:
 - i. not listed or proposed for listing on the National Priorities List
 - ii. not subject to unilateral administrative orders, court orders, administrative orders on consent, or
 - iii. judicial consent decrees issued to or entered into by parties under CERCLA; and c) not subject to the jurisdiction, custody, or control of the U.S. government
- (8) Environmental Assessment Required for Cleanup Grant Applications
 - a. Several environmental investigations were completed at the site between 2013 and 2025. Investigations of the site have included:
 - i. Soil Boring
 - ii. Field Screening
 - iii. Soil Sample Collection and Analysis
 - iv. Temporary Groundwater Monitoring Well Installation
 - v. Groundwater Sample Collection & Analysis

- vi. Waste Characterization Sampling and Analysis
- b. A Phase II environmental site assessment of the site was conducted by Sevee & Maher Engineers, Inc in fall of 2025 with a final report provided to the City of Auburn on December 15, 2025.
- (9) Site Characterization
 - a. Attached to this application is a letter of support from the Maine Department of Environmental Protection.
 - b. Sufficient site characterization has been achieved with the Phase II Environmental Site Assessment completed on 12/15/25.
- (10) Enforcement or Other Actions
 - a. At this time, there are no known ongoing or anticipated environmental enforcement or other actions related to the site for which Brownfields Grant funding is sought.
- (11) Sites Requiring a Property-Specific Determination
 - a. The site does not need a Property-Specific Determination.
- (12) Threshold Criteria Related to CERCLA/Petroleum Liability
 - a. Property Ownership Eligibility Hazardous Substance Sites
- (13) Cleanup Authority and Oversight Structure
- (14) Community Notification

b.

- a. Draft Analysis of Brownfield Cleanup Alternatives:
 - i. A copy of the ABCA and draft grant application were made available in person at Auburn City Hall (60 Court Street, Auburn, ME) and online at https://www.auburnmaine.gov/government/city_council/agendas_minutes.php starting on January 1, 2026
- b. Community Notification Ad:
 - i. Public notice about the January 5th public meeting was printed in the local paper (Sun Journal) on December 21, 2025
 - ii. The public was invited to submit comments or questions by January15, 2026, to the City of Auburn Grants and Special Projects Manager
- c. Public Meeting:
 - City of Auburn held a public meeting to notify the public about our intent to apply for the FY26 EPA Brownfields Grant program for the 7 Chestnut Street site on January 5, 2026 at 5:30pm.
- d. Submission of Community Notification Documents:
 - i. A copy of the public notice ad is attached to this application
 - ii. The ABCA is attached to this application

- iii. Comments received
- iv. Applicant's response to those comments
- v. Meeting notes or summary from the public meeting
- vi. Meeting sign-in sheet/participant list
- (15) Contractors and Named Subrecipients
 - a. Contractors
 - b. Named Subrecipients
- (16) A copy of (or link to) the solicitation documents and the signed executed contract as applicable (see section 1.B.(15).)



City of Auburn City Council Information Sheet

Council Workshop or Meeting Date: January 5, 2026	ORDERS 01 & 02-01052026*
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Author: Mayor Jeffrey D. Harmon

Subject: Appointments to Boards & Committees

Information: The following boards/committees have seats whom the Mayor recommends for appointment with confirmation from the Council. Per the by-laws, these appointments are to be made at the first meeting of the Council in January. Following passage, the City Clerk will update the City's website and notify the Chairs of each committee of these appointments.

911 Committee	Councilor Butler
911 Committee	Patricia Mador
Androscoggin Valley Council of Governments (AVCOG Exec)	City Manager Phil Crowell
Androscoggin Valley Council of Governments (AVCOG Exec)	Assistant City Manager Denis D'Auteuil
Androscoggin Valley Council of Governments (AVCOG GA)	Councilor Randall
Androscoggin Valley Council of Governments (AVCOG GA)	Councilor Cowan

City Budgetary Impacts: N/	A		

Previous Meetings and History: N/A

Elilejo Crowell Jo. City Manager Comments:

Attachments: N/A



ORDERED, that the following be and hereby are appointed to the Lewiston-Auburn 911 Committee for a two year term to expire in January 2027:

Councilor Kelly Butler

Patricia Mador



ORDERED, that the following be and hereby are appointed to the Androscoggin Valley Council of Governments (AVCOG):

AVCOG Executive Committee – City Manager Phil Crowell

AVCOG Executive Committee – Assistant City Manager Denis D'Auteuil

AVCOG General Assembly – Councilor Rachel Randall

AVCOG General Assembly – Councilor Tim Cowan



City of Auburn City Council Information Sheet

Council Workshop or Meeting Date: January 5, 2026 ORDERS 03-07-01052026*

Author: Emily F. Carrington, City Clerk

Subject: Appointments to Boards & Committees – Appointment Committee

Information: On December 22, 2025, the Appointment Committee (Gerry, Platz, Duvall) met to consider applications received for vacancies on the Planning Board (3 member, 1 associate seat) & Parks and Recreation Advisory Board (2 member seats). Per the Appointment Committee policy, these recommendations are coming before the Council for appointment. Following appointment, the City Clerk will notify Committee Chairs and update the City website. The nominee for the Planning Board associate member seat declined the nomination.

City Budgetary Impacts: N/A

Previous Meetings and History: N/A

City Manager Comments: Phillip Crowell J.

Attachments: N/A

. . .



ORDERED, that Ed Bearor is appointed to the Planning Board, Member, for a term that expires 1/1/2029, as recommended by the Appointment Committee.



ORDERED, that Bilal Hussein is appointed to the Planning Board, Member, for a term that expires 1/1/2029, as recommended by the Appointment Committee.



ORDERED, that Andrea Westbye is appointed to the Planning Board, Member, for a term that expires 1/1/2029, as recommended by the Appointment Committee.



ORDERED, that Clare Murray is appointed to the Parks & Recreation Advisory Board, for an unexpired term that expires 9/30/2026, as recommended by the Appointment Committee.



ORDERED, that Merissa Beaulieu is appointed to the Parks & Recreation Advisory Board, for an unexpired term that expires 9/30/2027, as recommended by the Appointment Committee.



City of Auburn City Council Information Sheet

Council Workshop or Meeting Date: January 5, 2026 ORDER 08-01052026

Author: Emily F. Carrington, City Clerk

Subject: Setting the opening time of the polling places for all 2026 elections

Information: State law requires the Municipal Officers to set the time to open the polls for elections (21-A §626. Polling times). The polls must be opened no earlier than 6 a.m. and no later than 8 a.m. on election day, except that in municipalities with a population of less than 500, the polls must be opened no later than 10:00 a.m. It is recommended that the polls open at 7:00 A.M. in Auburn for all 2026 elections. Opening the polls at 7:00 A.M. is consistent with past practice in Auburn and it allows additional time in the morning for people to have an opportunity to vote.

City Budgetary Impacts: N/A

Previous Meetings and History: N/A

City Manager Comments: Elilip Crowell J.

Attachments: ORDER



ORDERED, that the polling places in the City of Auburn open at 7:00am for all elections occurring within the City of Auburn in 2026.



City of Auburn City Council Information Sheet

Council Workshop or Me	eting Date: 1/5/2025	ORDER 09-01052026		
Author: Chief Jason Mod	en			
Subject: Transfer of forfeiture funds – Angel Cabrera-Nunez				
Information : On August 23 rd , 2021, Auburn Police executed a search warrant on a residence located at 37 Jefferson Street in Auburn as part of a drug trafficking investigation. Officers seized trafficking amounts of illegal drugs as well as personal use amounts of illegal drugs and cash from the individuals found in the residence upon entry. The Criminal Courts have forfeited \$2,723.00 in U.S. currency to the Auburn Police Department.				
City Budgetary Impacts: The state of Maine, Office of the Attorney General, seek to transfer \$2,723.00 U.S.				
currency to the Auburn P	olice Department.			
Previous Meetings and H	listory: None			
City Manager Comments	ii.	Llulejo Crowell J.		
I concur with the recomm	nendation. Signature	<i>y</i>		
Attachments:				



ORDERED,

Accept the transfer of \$2,723.00 to the Auburn Police Department (Unified Criminal Court Docket No. CR-21-1911).

AARON M. FREY
ATTORNEY GENERAL

TEL: (207) 626-8800

TTY USERS CALL MAINE RELAY 711



STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL
6 STATE HOUSE STATION
AUGUSTA, MAINE 04333.0006

REGIONAL OFFICES 84 HARLOW ST. 2ND FLOOR BANGOR, MAINE 04401 TEL: (207) 941-3070 FAX: (207) 941-3075

125 PRESUMPSCOT ST., SUITE 26 PORTLAND, MAINE 04103

Tel: (207) 822-0260 Fax: (207) 822-0259

14 Access Highway, Ste. 1 Caribou, Maine 04736 Tel: (207) 496-3792 Fax: (207) 496-3291

November 17, 2025

Chief Jason Moen Auburn Police Department 60 Court Street Auburn, ME 04210

RE:

State of Maine v. Angel Cabrera-Nunez

Androscoggin County Unified Criminal Court

Doc. No. CR-21-1911 Criminal Forfeiture

Required Vote of Municipal Officers/Approval of Transfer of Forfeiture Assets

Dear Chief Moen:

Enclosed please find a draft Approval form for submission to the municipal officers.

Please inform the municipal officers that:

- A. 15 M.R.S.A. §5824(3) requires that, before any forfeitable item may be transferred to a State Agency, County or Municipality, the municipal legislative body must publicly vote to accept the item(s) if subsequently ordered forfeited by the Court;
- B. Under Rules issued by the Department of the Attorney General, a public vote must be made on each forfeiture "approval" and a "continuing resolution" of approval cannot be accepted;
- C. As with all forfeitures, an approval of a transfer by the municipal legislative body does not guarantee either that the Defendant(s) In Rem will in fact be forfeited or, if forfeited, that the Court will order the item(s) transferred to the approving Department, Agency, County or Municipality. The municipal legislative body's approval only signifies that, if the Defendant(s) In Rem are in fact ordered forfeited and, if the Attorney General and the Court agree to a transfer of all or part of the Defendant(s) In Rem to a Department, Agency,

County or Municipality based upon the "substantial contribution" of that Department, Agency, County or Municipality, then that entity is in fact, willing to accept the Defendant(s) In Rem or portions thereof. In order to streamline what is otherwise a cumbersome forfeiture process, it is our practice to seek State, county or municipal approval in anticipation of the final order of forfeiture. However, final forfeiture is not guaranteed and both the municipal legislative body and the law enforcement agency involved are **cautioned** that they **should not encumber** funds or property until a Final Order granting them lawful title to the property is delivered to them;

D. Under the provisions of the Forfeiture Statute, if the municipal legislative body fails to approve a transfer in a timely manner, any forfeited items shall be transferred to the State of Maine General Fund.

Assuming your municipal legislative body does grant its approval, kindly see to it that the accompanying form is signed by the appropriate person and is "embossed" with the seal of the municipality. Then, please return the **original** to me for filing, and retain a copy for your records.

My sincere thanks for your attention to this matter. Should you have any questions, please do not hesitate to contact me.

Sincerely,

John Risler

Assistant Attorney General

JR/mll Enclosure STATE OF MAINE ANDROSCOGGIN, ss

UNIFIED CRIMINAL COURT Docket No. CR-21-1911

State of Maine	}	
	}	Municipality of Auburn
v.	}	Approval of Transfer
	}	15 M.R.S.A. §5824(3)
Angel Cabrera-Nunez	}	• ,
Defendant;	}	
	}	
And	}	
ميد	}	
\$2,723.00 U.S. Currency	}	
Defendant(s) In Rem	}	

NOW COMES the Municipality of Auburn, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. §5824(3) & §5826(6) to the transfer of the above captioned Defendant(s) in Rem, namely Angel Cabrera-Nunez, or any portion thereof, on the grounds that the Auburn Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the Municipality of Auburn, Maine, does hereby approve of the transfer of the Defendant(s) In Rem, or any portion thereof, pursuant to 15 M.R.S.A. §5824(3) & §5826(6) by vote of the Auburn municipal legislative body on or about

Dated:	
P#1991	Municipal Officer
	Auburn, Maine
	(Impress municipal legislative body seal here)

IN COUNCIL MEETING DECEMBER 15, 2025 VOL 38 PAGE 64

Mayor Harmon called the meeting to order at 7:00 P.M. in the Council Chambers of Auburn Hall and led the assembly in the salute to the flag.

I. Consent Items

- 1) ORDER 108-12152025* Appointing Councilor Butler to the Auburn & Lewiston Municipal Airport Committee for a two year term.
- 2) ORDER 109-12152025* Appointing Councilor Butler to the Audit Committee for a two year term.
- 3) ORDER 110-12152025* Appointing Councilor Randall to the Audit Committee for a two year term.
- 4) ORDER 111-12152025* Appointing Councilor Cowan to the Homelessness Committee for a two year term.
- 5) ORDER 112-12152025* Appointing Councilor Cowan to the Lewiston/Auburn Transit Committee (LATC) for a two year term.
- 6) ORDER 113-12152025* Appointing City Manager Phil Crowell to the Maine Waste-to-Energy Board for a two year term.
- 7) ORDER 114-12152025* Accepting an Asset Forfeiture from the State of Maine Criminal Courts to the Auburn Police Department from an incident dated May 25, 2023.
- 8) ORDER 115-12152025* Accepting an Asset Forfeiture from the State of Maine Criminal Courts to the Auburn Police Department from an incident dated June 16, 2023.
- 9) ORDER 116-12152025* Accepting an Asset Forfeiture from the State of Maine Criminal Courts to the Auburn Police Department from an incident dated April 5, 2024.
- 10) ORDER 117-12152025* Accepting an Asset Forfeiture from the State of Maine Criminal Courts to the Auburn Police Department from an incident dated August 18, 2024.

Motion for passage by Councilor Walker, seconded by Councilor Platz. Motion passed 7-0.

II. Minutes – December 1, 2025 Regular Council Meeting

Motion to accept the minutes by Councilor Walker, seconded by Councilor Duvall. Motion passed 7-0.

IN COUNCIL MEETING DECEMBER 15, 2025 VOL 38 PAGE 65

III. Communications, Presentations and Recognitions

- Communication Mayoral Appointments
- Littlefield Dam & Barker Trails Update Eric Cousens, Public Services Director

IV. Open Session

None.

V. Unfinished Business

VI. New Business

1) ORDINANCE 08-12152025 – Amending the City's Code of Ordinances, Chapter 52, "TRAFFIC AND VEHICLES" to update the designated winter relief parking areas. First reading. ROLL CALL VOTE. Passage requires majority vote.

Councilor Gerry moved for passage, seconded by Councilor Cowan.

There was no comment from the public.

Motion passed 7-0 on a roll call vote.

Motion to enter executive session - Walker, Gerry. Motion passed 7-0. 7:24pm.

Came out of executive session at 7:36pm.

2) ORDER 118-12152025 – Action on Poverty Abatement case #PA 2025-003. Passage requires majority vote.

Councilor Walker moved for passage, seconded by Councilor Platz.

Motion passed 7-0.

VII. Reports

- **a. Mayor's Report –** Thanked city staff for Inauguration ceremony; kudos to the city staff for the Christmas parade & Christmas tree lighting.
- **b. City Councilors' Reports –** Councilor Walker thanked everyone in New Auburn with helping light Christmas tree in New Auburn on December 13. Councilor Platz attended the city staff holiday party and said many employees attended.
- c. Student Representative Report
- **d. City Manager Report –** Welcomed Councilors Randall, Duvall and Butler. New Years Auburn event will be held on 12/31 from 3pm-9pm in Festival Plaza. There will be fireworks around 8pm kicking off 250th celebration of the United States. The Winter Farmers Market

IN COUNCIL MEETING DECEMBER 15, 2025 VOL 38 PAGE 66

will be starting in ELHS on Thursday once a month. All current dog licenses will expire 12/31, please renew your dog license.

VIII. Open Session

None.

IX. Executive Session

X. Adjournment

Councilor Walker moved to adjourn, seconded by Councilor Cowan. Motion passed 7-0. Adjourned at 7:44pm.

A TRUE COPY ATTEST

Emily F. Carrington, City Clerk



City of Auburn City Council Information Sheet

Council Workshop or Meeting Date: January 5, 2026 ORDINANCE 08-12152025

Author: Jason Moen, Chief of Police

Subject: Ordinance Sec. 52-352. – Miscellaneous Parking Restrictions

Information: The existing ordinance needs to be updated to accurately reflect current winter relief

parking areas.

City Budgetary Impacts: None

Previous Meetings and History: Passed first reading December 15, 2025, 7-0.

City Manager Comments: Plulip Crowell J.

Attachments:



City Council Ordinance

IN CITY COUNCIL

BE IT ORDAINED, that THE CITY OF AUBURN hereby amends Auburn's Code of City Ordinances Chapter 52, "TRAFFIC AND VEHICLES", as follows:

Sec. 52-352. - Miscellaneous parking restrictions

Winter relief parking areas

The parking areas hereinafter listed are designated as winter relief parking areas which may be utilized between November 15 and April 15 of the following year for parking by persons living in the vicinity of the parking lots. In order to become entitled to use a particular winter relief parking lot, a city resident shall apply to the traffic division of the police department for authorization to use a particular lot for winter parking. Such authorization is subject to reasonable conditions imposed by the traffic division of the police department, which may include the imposition of a fee or monthly charges as determined by the city treasurer to be used to defray the cost of maintaining the winter relief parking lots and the administration of the winter relief parking program. Persons authorized to use winter relief parking areas may also be required to display a sticker or other device on their cars indicating that they are permitted to park there. Any person who violates the conditions imposed upon his permit to use a winter relief parking lot may have his parking privileges terminated by the traffic division of the police department. Any person who parks in a winter relief parking area who is not authorized to do so may have his vehicle towed and stored under the direction of the police department at his own expense. The winter relief parking lots are as follows:

Hampshire Street/Gamage Avenue. Academy Street.

Webster School (Hampshire Street). Cook Street & Second Street.

Franklin School (Pine Street). Newbury Street & Main Street.

Troy Street lot. Library Avenue.



City Council Ordinance

	Great Falls Plaza. Pleasant Street & Drummond Street.
	Chamberlain School (High Street). Franklin School (High Street).
	Mechanics Row lot.
	Mechnics Mechanics Row parking garage.
	53 Broad Street.
	121 Mill Street.



City of Auburn City Council Information Sheet

Council Workshop or Meeting Date: January 5, 2026 ORDER 10-01052026

Author: Emily F. Carrington, City Clerk

Subject: Initial Liquor License Application – 7 Jam Kitchen

Information: Full Plate LLC, d/b/a 7 Jam Kitchen has applied for a on-premise liquor license located at 550 Center Street, Unit 1234. As required by State law, the initial application from BABLO is attached which requires public hearing and approval by the municipal officers. A legal ad was published in the SunJournal newspaper as required.

City Budgetary Impacts: N/A

Previous Meetings and History: N/A

City Manager Comments: Lillip Crowell J.

Attachments: N/A



/ Application Copy	App	lication	Copy
--------------------	-----	----------	------

File Number: 118267 Job Type: New Application

LICENSE TYPE APPLICATION DATE RECEIVED

On-Premises: Beer, Wine & Spirits 2025-12-11

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

LICENSEE TYPE

Full Plate LLC Limited Liability Company

DOING BUSINESS AS CORPORATE NUMBER

202600659DC

INCORPORATION DATE

CORRESPONDENCE ADDRESS

50 warren ave lewiston ME 04240

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME PREFERRED CONTACT METHOD

kevin guay Email

CONTACT PHONE ALTERNATE PHONE

(954) 812-4644

FAX EMAIL

chfkvnguay@icloud.com

CORPORATE STRUCTURE				
None selected				
ADDITIONAL INFORMATION				
MANAGED BY AGENT				
No				
PREMISES TYPE	PREMISES NAME			
Class A Restaurant	7 Jam Kitchen			
OPERATOR				
Kevin L. Guay				
PHYSICAL ADDRESS				
550 center street unit 1234 Auburn MB	∃ 04210			
MAILING ADDRESS	MAILING ADDRESS			
550 center street unit 1234 Auburn MB	550 center street unit 1234 Auburn ME 04210			
CONTACT NAME	PREFERRED CONTACT METHOD			
kevin guay	Email			
CONTACT PHONE	ALTERNATE PHONE			
(954) 812-4644				
FAX	EMAIL			
	7jamchef@7jamkitchen.com			
QUESTIONS				
On-Premises: Beer, Wine & Spirit				

1. Is your business (including any DBA) registered and in good standing with the Maine Secretary of State?

Answer "No" if you are a Sole Proprietor.

Yes 202600659DC

2. What is your expected start date?
January 1, 2026

3. Has/have applicant(s) formerly held a Maine liquor license?
No

4. Does the licensee or applicant(s) have any interest in any other Maine Liquor License?

No

Is the applicant/licensee an individual, partnership, or association? (Not a corporation or LLC)

No

6. Are all licensees/applicants residents of the State of Maine?
Yes

7. Is your license for a club with a membership?

8. Is your license application for Vessel Corporation?

9. Do you have a valid and current health license issued by Maine Department of Health and Human Services OR the Department of Agriculture?"

No

10 Do you have a license from the Office of the State Fire Marshal? Contact (207) 626-3870 to determine whether licensure is necessary.

11 Will any law enforcement officer directly benefit financially from this license, if issued?

No

12 Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

No

13 Is the licensee/applicant(s) directly or indirectly giving aid or assistance in the form of money, property, credit, or financial assistance of any sort, to any person or business entity holding a liquor license granted by the State of Maine?

No

14 What is the full name and date of birth of the person managing this premises?

Kevin L. Guay DOB REDACTED

15 Has any of the listed applicants, an immediate family member of an applicant, or an employed manager been denied a liquor license or had a liquor license revoked within the last 5 years?

No

16 Is any of the listed applicants the spouse, father, mother, child or other immediate family member of a person whose liquor license has been revoked or denied in the last 6 months?

No

17 Has any licensee/applicant or employed manager ever been convicted of any violation of the liquor laws in Maine or any State of the United States within the last 5 years?

No

18 Has the licensee/applicant(s) or manager ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States?

Yes

Kevin L. Guay<br /&amp;amp;gt;February 2001&amp;lt;br /&amp;amp;gt;DUI-Driving Under the Influence&amp;amp;lt;br /&amp;amp;gt;Fort Lauderdale, Florida&amp;amp;lt;br /&amp;amp;gt;Paid Court Ordered Fines and Completed Court Ordered Community Service approximately February 2002.

19 Does the licensee/applicant have any arrangement such as a lease where rent is based on sales, an agreement where another party receives a portion of the revenue or profits from the business, or a right to acquire an ownership interest in the business?

No

20 At which address are your business records located?

550 Center St. Unit 1234 Auburn, Maine 04210

21 What will be your business hours? Please indicate each day's open and close times.

Starting out Thursday, Friday, Saturday and Sunday from 7:30-2.

Our business plan is to expand to Wednesdays and serve dinner when we feel confident our customer base is established and we have adequate staffing.

22 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

St. Dominic Academy is .7 miles away, the school is closing at the end of this school year. Then Temple Shalom will be closest at .09 miles.

23 Is your application for a Hotel or Bed & Breakfast?

24 Do you have a food menu?

Yes (document uploaded)

25 How many seats do you have? Include indoor and outdoor seating.
70

26 How many bathrooms do you have available to the public?

2

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Food Menu	Menu1.docx	
Premises Floor Plan	Floorplan.pdf	
Supplemental Ownership Form	102 Supplemental Ownership Form and Affidavit-2.pdf	

APPLICANT

Leora Byras

DECLARATION

☑ I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

All information provided in this application is accurate and correct. I understand that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.



IN COUNCIL

ORDERED, that Full Plate LLC, d/b/a 7 Jam Kitchen be granted an on-premise liquor license (Beer, Wine, Spirits) for the location at 550 Center Street, Unit 1234.



Attachments: Order

Council Workshop or Meeting Date: January 5, 2026

City of Auburn City Council Information Sheet

ORDER 11-01052026

Author: Jennifer Boenig, Events + Engagement Manager				
Subject: Liquor License Approval for 2026 Signature Events				
Information : The City is applying for a temporary liquor license for an Incorporated Civic Organization to allow the sale of alcohol within the designated area of Festival Plaza and Main Street for the Auburn Lobster Festival on May 16, 2026; Auburn Blues & Brews on September 12, 2026; and New Year's Auburn on December 31, 2026.				
Per MRS Title 28-A Liquor § 1071. INCORPORATED CIVIC ORGANIZATIONS 2. Up to 5 licensed events per year; one event per license. An incorporated civic organization may obtain up to 5 licenses under this section per calendar year.				
A Public Hearing is not required per MRS Title 28-A Liquor § 1071. INCORPORATED CIVIC ORGANIZATIONS 4. Application G. Approval by the municipal officers of the municipality in which the proposed licensed premises are located, which, notwithstanding section 653, may be granted without notice or a public hearing.				
City Budgetary Impacts: Included in the Communications Department budget.				
Staff Recommended Action: Motion for passage.				
Previous Meetings and History: NA				
City Manager Comments:				
I concur with the recommendation. Signature:				



IN CITY COUNCIL

ORDERED, the City Council hereby approves the temporary liquor license for an Incorporated Civic Organization for Auburn's three signature events: the Auburn Lobster Festival on May 16, 2026; Auburn Blues & Brews on September 12, 2026; and New Year's Auburn on December 31, 2026.



City of Auburn City Council Information Sheet

Council Workshop or Meeting Date: January 5, 2026 ORDINANCE 01-01052026

Author: Eric Cousens, Public Services Director

Subject: Zoning Map Amendment: Parcel ID 156-015

Information: This map amendment was initiated by the City Council on October 6, 2025, at the request of the Auburn–Lewiston Municipal Airport, pursuant to Chapter 60, Article XVII, Division 2, *Amendment to the Zoning Ordinance or Zoning Map*. The intent is to amend the map so that the Roundy Property (Parcel I.D. 156-015), consisting of approximately 23.96 acres, of which about 8.7 acres are currently zoned Suburban Residential, will be rezoned to the Industrial District. The remaining acreage of the parcel is already zoned Industrial and will remain unchanged.

The lot is split-zoned (Residential/Industrial) and owned by the Airport. The Cities of Auburn and Lewiston, as joint Airport Sponsors, are federally obligated under FAA Grant Assurance 21 to prevent incompatible land uses, particularly residential development, near the Auburn–Lewiston Municipal Airport. These obligations are tied to the Airport's eligibility for federal funding and are enforced through zoning and land use controls.

The Airport has noted that the residentially zoned portions of these lots are inconsistent with FAA requirements and pose a compliance risk. The purpose of this amendment is to bring all Airport-owned land into full compliance by designating it entirely as Industrial.

On December 9, 2025, the Planning Board voted unanimously to rezone the above-referenced property so that it is fully zoned Industrial.

City Budgetary Impacts: none

Staff Recommended Action: Hold first reading to approve a proposed map amendment pursuant to Chapter 60, Article XVII, Division 2, as recommended by the Planning Board.

Previous Meetings and History: City Council referred to the Planning Board on October 6, 2025. Planning Board held a public hearing on December 9, 2025.

City Manager Comments: I concur with the recommendation. Signature: Plule Crowell Jo.

Attachments: Planning Board Staff Report; Airport Request to the Planning Board; City Council order.



Auburn Lewiston Municipal Airport

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

TO: City of Auburn Planning Board

FROM: Jonathan P. LaBonte, C.M, A.C.E - Transportation Systems Director, City of Auburn

and Airport Director, Auburn-Lewiston Municipal Airport

DATE: December 2, 2025

SUBJECT: FAA Grant Assurance 21 – Land Use Compatibility Considerations Relevant to

Planning Board Review

Purpose

This memo supplements the request to Mayor Harmon and the City Council related to the rezoning of Airport-owned parcels. While the original request addresses the specific zoning action, this document provides broader context on the federal obligations of the Airport Sponsor, how those obligations relate to land use, and why they are relevant to the Planning Board's work—particularly in light of the City of Auburn's ongoing Comprehensive Plan update. This memo also references the CFR Part 77 Airspace Map included as an attachment and provides explanations of the various airspace "imaginary surfaces" shown in that map.

Key Definitions for Planning Board Members What is an Airport Sponsor?

An Airport Sponsor is the public entity that owns or controls a public use airport and is legally responsible to the Federal Aviation Administration (FAA) for ensuring the airport is operated safely, efficiently, and in compliance with federal requirements. For the Auburn–Lewiston Municipal Airport, the Cities of Auburn and Lewiston jointly serve as the Airport Sponsors. Although the Airport is currently governed by a joint Airport Board established in 1979, the FAA holds the municipal governments responsible. Since July 1, 2024, the Airport has been managed directly by the City of Auburn under an Memorandum of Understanding (MOU) with the Airport Board of Directors though both cities remain obligated to maintain compliance.

What are FAA Grant Assurances?

Grant Assurances are a set of federal obligations that Airport Sponsors must agree to as a condition of receiving Airport Improvement Program (AIP) funding. They have been included in FAA grant agreements since the Airport and Airway Improvement Act of 1982. There are currently 40 Grant Assurances covering responsibilities such as safety, access, financial integrity, protection of airspace, and preventing diversion of airport revenues. Grant Assurance 21 specifically requires Airport Sponsors to restrict incompatible land uses near the airport.

Grant Assurance 21 – Compatible Land Use

Under Grant Assurance 21, Airport Sponsors must restrict the development or intensification of incompatible land uses near the airport. FAA identifies residential uses as incompatible due to noise sensitivity, overflight impacts, and safety considerations. This obligation applies to the airport influence area, not only Airport-owned property.



Auburn Lewiston Municipal Airport

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

CFR Part 77 (Title 14)

This is the regulation that sets the rules for objects that could affect navigable airspace, including establishing standards for what counts as an obstruction and requiring notification for new construction. It defines imaginary "surfaces" above and around airports that need to be kept clear of obstructions for safety and mandates that anyone proposing a construction project that might exceed these limits must notify the Federal Aviation Administration (FAA).

There are multiple "imaginary surfaces" that rise in three dimensions around the Airport and extend well beyond Airport-owned property. These surfaces are shown in the attached map and are specific to the runways of the Auburn-Lewiston Municipal Airport and the approach and departure procedures. These surfaces include:

Primary Surface: Flat area surrounding each runway.

Approach Surfaces: Extend outward and upward from runway ends to protect landing and takeoff paths.

Transitional Surfaces: Slope upward from the sides of runways and approach areas.

Horizontal Surface: A flat plane 150 feet above airport elevation.

Conical Surface: A sloped surface extending outward from the horizontal surface for additional airspace protection.

Why Planning Board Review Matters

FAA compatibility obligations extend beyond Airport property. Planning Board decisions influence land-use compatibility across the airport influence area, affecting noise-sensitive uses, airspace obstruction risk, airport development potential, and federal compliance. The Airport has been actively participating in the Comprehensive Plan process, with subcommittees and Planning Department staff, along with our aviation engineering consultants. In addition, we have engaged other Maine communities with public-use airports to understand best practices that may be applied in Auburn. The FAA encourages embedding compatibility principles in comprehensive plans so zoning, ordinances, and development reviews remain aligned with federal expectations.

Conclusion

The near-term rezoning request for Airport-owned parcels was initiated in response to direct comments from FAA Office of Airports staff at the New England Regional Office. While that action addresses an immediate concern, the broader obligation under Grant Assurance 21 requires compatibility throughout the airport influence area. The Planning Board's leadership in the Comprehensive Plan update will be essential to meeting federal expectations, protecting funding eligibility, and supporting the long-term development of the Auburn–Lewiston Municipal Airport.

Attachments:

Auburn Lewiston Municipal Airport CFR Part 77 Map

Auburn-Lewiston Municipal\T-19101.00 LEW Master Plan Update\Draw\Drawings\Figures\CFR PART 77.dwg



Auburn Lewiston Municipal Airport

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

TO: Mayor Jeff Harmon and Members of the Auburn City Council

FROM: Jonathan P. LaBonte, Airport Director, Auburn-Lewiston Municipal Airport

DATE: October 1st, 2025

SUBJECT: Rezoning of Airport-Owned Parcels to for Compliance with FAA Grant Assurances

Background

Under Federal Aviation Administration (FAA) Grant Assurance 21, the Cities of Auburn and Lewiston, as joint Airport Sponsors, are obligated to ensure safe and efficient airport operations by restricting incompatible land uses in the vicinity of the Airport. The FAA requires that Airport Sponsors take appropriate action, including the adoption of zoning measures, to prevent uses that could interfere with aircraft operations or create hazards.

Residential development is considered incompatible with airport operations under FAA guidance. Maintaining zoning that aligns with compatible aviation-related land uses is essential for safety, operational efficiency, and continued eligibility for federal aviation funding.

Current Issue

During a recent Airport Master Plan briefing, FAA staff noted concern that certain Airportowned parcels within Auburn are currently zoned, at least in part, for residential use. Specifically:

- Roundy Property (Tax Map 156, Lot 015) located at Hotel Road and Constellation Drive, Airport-owned, with portions currently zoned residential.
- **185 Foster Road (Tax Map 107, Lot 011)** also Airport-owned, with partial residential zoning.

The presence of residential zoning on Airport-owned land is inconsistent with FAA expectations and creates a compliance issue under Grant Assurance 21.

Relationship to Comprehensive Plan Update

The City of Auburn is currently engaged in the development of its updated Comprehensive Plan, in which future land use and zoning policies will be discussed at length. The Airport looks forward to actively participating in that process to help ensure that long-term zoning and land use decisions are coordinated with aviation operations and FAA requirements.

While those broader discussions will shape the City's future vision, the immediate issue of residentially zoned Airport-owned parcels requires timely action to remain in compliance with FAA Grant Assurance 21.

Requested Action

The Auburn City Council has the authority to initiate zoning change requests to the Auburn Planning Board. On behalf of the Auburn-Lewiston Municipal Airport, I respectfully request that



Auburn Lewiston Municipal Airport

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

the Council initiate rezoning of the above-listed parcels to remove residential designations and align their classifications with uses compatible with aviation through the Industrial Zone designation.

Proactively addressing this matter will:

- Ensure compliance with FAA Grant Assurance 21.
- Reduce risk of conflicts between Airport operations and surrounding land uses.
- Protect future eligibility for federal aviation funding and support ongoing Airport development.
- Allow the City's Comprehensive Plan discussions to focus on broader regional and longterm planning issues, without leaving unresolved compliance concerns on Airportowned property.

Recommendation: That the City Council initiate the rezoning process for the Roundy Property (Tax Map 156, Lot 15) and 185 Foster Road (Tax Map 107, Lot 011) to remove residential zoning and bring these parcels into compliance with FAA requirements by designating the entire parcels as Industrial Zone.

Board Action: The Auburn-Lewiston Municipal Airport Board of Directors voted unanimously to submit this request to the Auburn City Council.

Partnership Statement: The Auburn-Lewiston Municipal Airport is committed to working collaboratively with the City Council, Planning Board, and City staff during this rezoning effort, as well as through the Comprehensive Plan update process, to ensure that airport-related land use considerations are addressed in a way that supports both community development and aviation operations.

Attachments:

- 1. FAA Grant Assurances, which include the specific language of Assurance 21 Land Use
- 2. Maps of Roundy Property (Tax Map 156, Lot 15) and 185 Foster Road (Tax Map 107, Lot 011)

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

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

Airport Sponsor Assurances (4/2025) Page 1 of 19

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

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

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

EXECUTIVE ORDERS

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

FEDERAL REGULATIONS

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

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

FOOTNOTES TO ASSURANCE (C)(1)

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

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

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

5. Preserving Rights and Powers.

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

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

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17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

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

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

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

23. Exclusive Rights.

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

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

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

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

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

26. Reports and Inspections.

It will:

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

27. Use by Government Aircraft.

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

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

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28. Land for Federal Facilities.

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

29. Airport Layout Plan.

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

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30. Civil Rights.

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

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

b. Applicability

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

c. Duration.

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

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

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

Airport Sponsor Assurances (4/2025)
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race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

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

31. Disposal of Land.

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

Airport Sponsor Assurances (4/2025)
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- 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
- 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
- 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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

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

32. Engineering and Design Services.

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

Airport Sponsor Assurances (4/2025)
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management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

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

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

Airport Sponsor Assurances (4/2025)
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enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

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

39. Competitive Access.

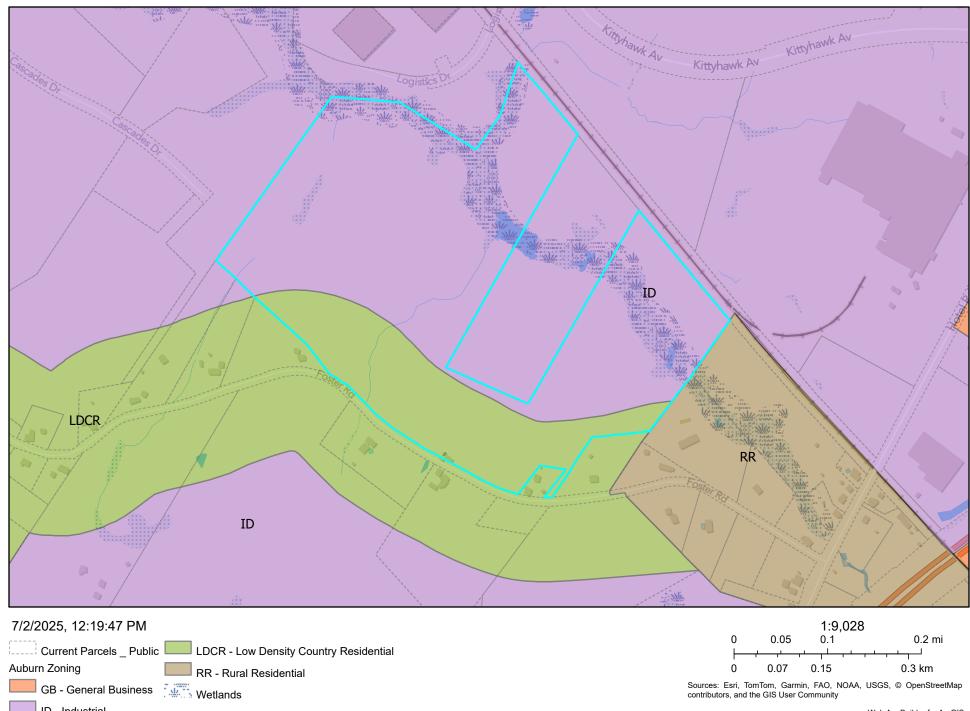
- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or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

40. Access to Leaded Aviation Gasoline

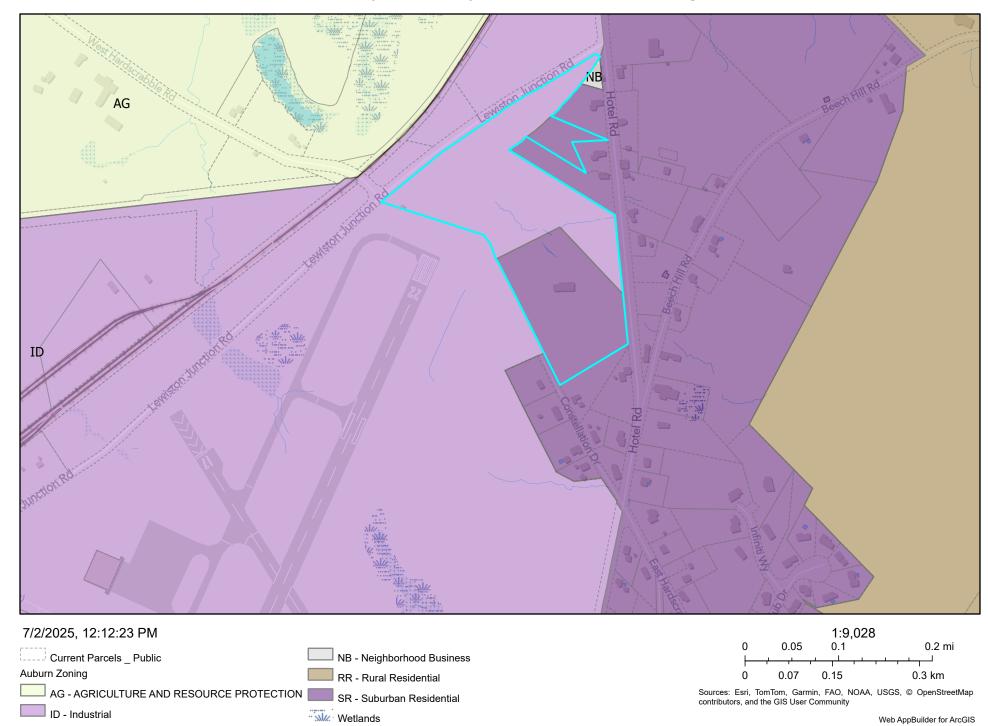
- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier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

Airport Sponsor Assurances (4/2025)

Foster Road Property - Residential Zoning



Roundy Property - Residential Zoning





City of Auburn, Maine Office of Planning & Permitting www.auburnmaine.gov | 60 Court Street

www.auburnmaine.gov | 60 Court Stree Auburn, Maine 04210 207.333.6601

To: Auburn Planning Board

From: David Hediger, Director of Planning

Re: ZONING MAP AMENDMENT: Initiated by the City Council at the request of the Auburn-Lewiston Municipal Airport pursuant to Chapter 60, Article XVII, Division 2, Amendment to the Zoning Ordinance or Zoning Map. The intent is to amend the map on approximately 27 acres from either Suburban Residential (parcel I.D. 156-015) or Low-Density Country Residential (parcel I.D. 107-011) to the Industrial zoning district for the purpose of conforming all land owned by the Auburn Lewiston Municipal Airport to the Industrial Zone

Date: December 3, 2025

PROPOSAL

At the request of the Auburn–Lewiston Municipal Airport, the Auburn City Council voted unanimously on October 6, 2025, to direct staff to prepare a zoning map amendment for public hearing and Planning Board recommendation, pursuant to Chapter 60, Article XVII, Division 2 of the Auburn Zoning Ordinance.

The proposal seeks to rezone approximately 27 acres of Airport-owned land from:

- Suburban Residential (Parcel ID: 156-015), and
- Low-Density Country Residential (Parcel ID: 107-011) to the Industrial zoning district.

Both parcels are currently split-zoned (residential/industrial) and are owned by the Airport. The intent is to bring all Airport owned land into full compliance by designating it entirely as Industrial Zone.

ZONING CONSIDERATIONS

Two Airport-owned parcels in Auburn are partially zoned for residential use:

- Roundy Property (parcel I.D. 156-015)
 - This lot consists of approximately 23.96 acres of which approximately 8.7 acres is zoned Suburban Residential
- 185 Foster Road (parcel I.D. 107-011)
 - This lot consists of approximately 76.29 acres of which approximately 18.5 acres is zoned Low Density Country Residential.

The Cities of Auburn and Lewiston, as joint Airport Sponsors, are federally obligated under FAA Grant Assurance 21 to prevent incompatible land uses, especially residential development, near the Auburn–Lewiston Municipal Airport. These obligations are tied to the Airport's eligibility for federal funding and are enforced through zoning and land use controls. The Airport notes that the residentially zoned portions of these lots are inconsistent and incompatible with FAA requirements and pose a compliance risk

The Airport is requesting the rezoning of these parcels to Industrial Zone to:

- Ensure compliance with FAA Grant Assurance 21
- Eliminate land use conflicts
- Protect future federal funding
- Maintain safety and operational efficiency
- Avoid development that could obstruct airspace or introduce noise-sensitive uses
- Support long-term Airport growth and funding
- Allow the Comprehensive Plan update to proceed without unresolved compliance issues

PLANNING BOARD ACTION

Zoning map amendments are made pursuant to Chapter 60, Article XVII, Division 2, Amendment to the Zoning Ordinance or Zoning Map. Amendments to the zoning map, may be initiated by the planning board on its own initiative or upon request by the city council or by a petition signed by not less than 25 registered voters of the city. In this case, the amendment was initiated by the City Council at the Airport's request. The Planning Board must, within 30 days of the public hearing, submit a written report and recommendation to the City Council.

STAFF RECOMMENDATIONS

This rezoning addresses an immediate FAA compliance issue and resolves broader land use concerns. Split-zoned properties often create confusion and allow for incompatible uses. Rezoning will:

- Improve land use consistency
- Support Airport operations
- Protect funding and safety

Suggested Motion:

I make a motion pursuant to Chapter 60, Article XVII, Division 2, Amendment to the Zoning Ordinance or Zoning Map to rezone approximately 27 acres from Suburban Residential (parcel I.D. 156-015) and Low-Density Country Residential (parcel I.D. 107-011) to the Industrial zoning district.

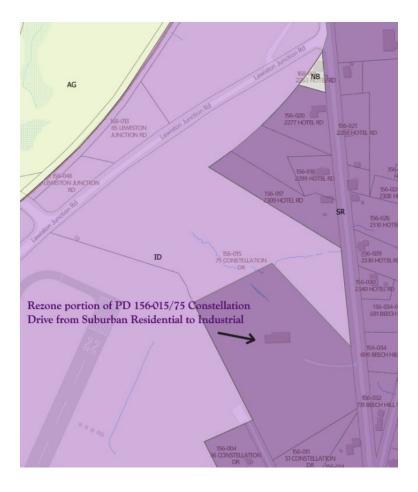


City Council Ordinance

IN CITY COUNCIL

BE IT ORDAINED, that THE CITY OF AUBURN hereby amends Auburn's Code of City Ordinances as follows:

Pursuant to Chapter 60, Article XVII, Division 2 of the Auburn Zoning Ordinance, the official zoning map of the City of Auburn shall be amended so that the Roundy Property (Parcel I.D. 156-015), consisting of approximately 23.96 acres, of which approximately 8.7 acres is currently zoned Suburban Residential, is rezoned to the Industrial District. The remaining acreage of the parcel is already zoned Industrial and will remain unchanged.





City of Auburn City Council Information Sheet

Council Workshop or Meeting Date: January 5, 2026 ORDINANCE 02-01052026

Author: Eric Cousens, Public Services Director

Subject: Zoning Map Amendment: Parcel ID 107-011

Information: This map amendment was initiated by the City Council on October 6, 2025, at the request of the Auburn–Lewiston Municipal Airport, pursuant to Chapter 60, Article XVII, Division 2, *Amendment to the Zoning Ordinance or Zoning Map*. The intent is to amend the map so that 185 Foster Road (Parcel I.D. 107-011), consisting of approximately 76.29 acres, of which about 18.5 acres are currently zoned Low-Density Country Residential, will be rezoned to the Industrial District. The remaining acreage of the parcel is already zoned Industrial and will remain unchanged.

The lot is split-zoned (Residential/Industrial) and owned by the Airport. The Cities of Auburn and Lewiston, as joint Airport Sponsors, are federally obligated under FAA Grant Assurance 21 to prevent incompatible land uses, particularly residential development, near the Auburn–Lewiston Municipal Airport. These obligations are tied to the Airport's eligibility for federal funding and are enforced through zoning and land use controls.

The Airport has noted that the residentially zoned portions of these lots are inconsistent with FAA requirements and pose a compliance risk. The purpose of this amendment is to bring all Airport-owned land into full compliance by designating it entirely as Industrial.

On December 9, 2025, the Planning Board voted unanimously to rezone the above-referenced property so that it is fully zoned Industrial.

City Budgetary Impacts: none

Staff Recommended Action: Hold first reading to approve a proposed map amendment pursuant to Chapter 60, Article XVII, Division 2, as recommended by the Planning Board.

Previous Meetings and History: City Council referred to the Planning Board on October 6, 2025. Planning Board held a public hearing on December 9, 2025.

City Manager Comments: I concur with the recommendation. Signature: Civilip Crowell J.

Attachments: Planning Board Staff Report; Airport Request to the Planning Board; City Council order.



Auburn Lewiston Municipal Airport

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

TO: City of Auburn Planning Board

FROM: Jonathan P. LaBonte, C.M, A.C.E - Transportation Systems Director, City of Auburn

and Airport Director, Auburn-Lewiston Municipal Airport

DATE: December 2, 2025

SUBJECT: FAA Grant Assurance 21 – Land Use Compatibility Considerations Relevant to

Planning Board Review

Purpose

This memo supplements the request to Mayor Harmon and the City Council related to the rezoning of Airport-owned parcels. While the original request addresses the specific zoning action, this document provides broader context on the federal obligations of the Airport Sponsor, how those obligations relate to land use, and why they are relevant to the Planning Board's work—particularly in light of the City of Auburn's ongoing Comprehensive Plan update. This memo also references the CFR Part 77 Airspace Map included as an attachment and provides explanations of the various airspace "imaginary surfaces" shown in that map.

Key Definitions for Planning Board Members What is an Airport Sponsor?

An Airport Sponsor is the public entity that owns or controls a public use airport and is legally responsible to the Federal Aviation Administration (FAA) for ensuring the airport is operated safely, efficiently, and in compliance with federal requirements. For the Auburn–Lewiston Municipal Airport, the Cities of Auburn and Lewiston jointly serve as the Airport Sponsors. Although the Airport is currently governed by a joint Airport Board established in 1979, the FAA holds the municipal governments responsible. Since July 1, 2024, the Airport has been managed directly by the City of Auburn under an Memorandum of Understanding (MOU) with the Airport Board of Directors though both cities remain obligated to maintain compliance.

What are FAA Grant Assurances?

Grant Assurances are a set of federal obligations that Airport Sponsors must agree to as a condition of receiving Airport Improvement Program (AIP) funding. They have been included in FAA grant agreements since the Airport and Airway Improvement Act of 1982. There are currently 40 Grant Assurances covering responsibilities such as safety, access, financial integrity, protection of airspace, and preventing diversion of airport revenues. Grant Assurance 21 specifically requires Airport Sponsors to restrict incompatible land uses near the airport.

Grant Assurance 21 – Compatible Land Use

Under Grant Assurance 21, Airport Sponsors must restrict the development or intensification of incompatible land uses near the airport. FAA identifies residential uses as incompatible due to noise sensitivity, overflight impacts, and safety considerations. This obligation applies to the airport influence area, not only Airport-owned property.



Auburn Lewiston Municipal Airport

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CFR Part 77 (Title 14)

This is the regulation that sets the rules for objects that could affect navigable airspace, including establishing standards for what counts as an obstruction and requiring notification for new construction. It defines imaginary "surfaces" above and around airports that need to be kept clear of obstructions for safety and mandates that anyone proposing a construction project that might exceed these limits must notify the Federal Aviation Administration (FAA).

There are multiple "imaginary surfaces" that rise in three dimensions around the Airport and extend well beyond Airport-owned property. These surfaces are shown in the attached map and are specific to the runways of the Auburn-Lewiston Municipal Airport and the approach and departure procedures. These surfaces include:

Primary Surface: Flat area surrounding each runway.

Approach Surfaces: Extend outward and upward from runway ends to protect landing and takeoff paths.

Transitional Surfaces: Slope upward from the sides of runways and approach areas.

Horizontal Surface: A flat plane 150 feet above airport elevation.

Conical Surface: A sloped surface extending outward from the horizontal surface for additional airspace protection.

Why Planning Board Review Matters

FAA compatibility obligations extend beyond Airport property. Planning Board decisions influence land-use compatibility across the airport influence area, affecting noise-sensitive uses, airspace obstruction risk, airport development potential, and federal compliance. The Airport has been actively participating in the Comprehensive Plan process, with subcommittees and Planning Department staff, along with our aviation engineering consultants. In addition, we have engaged other Maine communities with public-use airports to understand best practices that may be applied in Auburn. The FAA encourages embedding compatibility principles in comprehensive plans so zoning, ordinances, and development reviews remain aligned with federal expectations.

Conclusion

The near-term rezoning request for Airport-owned parcels was initiated in response to direct comments from FAA Office of Airports staff at the New England Regional Office. While that action addresses an immediate concern, the broader obligation under Grant Assurance 21 requires compatibility throughout the airport influence area. The Planning Board's leadership in the Comprehensive Plan update will be essential to meeting federal expectations, protecting funding eligibility, and supporting the long-term development of the Auburn–Lewiston Municipal Airport.

Attachments:

Auburn Lewiston Municipal Airport CFR Part 77 Map

Auburn-Lewiston Municipal\T-19101.00 LEW Master Plan Update\Draw\Drawings\Figures\CFR PART 77.dwg



Auburn Lewiston Municipal Airport

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

TO: Mayor Jeff Harmon and Members of the Auburn City Council

FROM: Jonathan P. LaBonte, Airport Director, Auburn-Lewiston Municipal Airport

DATE: October 1st, 2025

SUBJECT: Rezoning of Airport-Owned Parcels to for Compliance with FAA Grant Assurances

Background

Under Federal Aviation Administration (FAA) Grant Assurance 21, the Cities of Auburn and Lewiston, as joint Airport Sponsors, are obligated to ensure safe and efficient airport operations by restricting incompatible land uses in the vicinity of the Airport. The FAA requires that Airport Sponsors take appropriate action, including the adoption of zoning measures, to prevent uses that could interfere with aircraft operations or create hazards.

Residential development is considered incompatible with airport operations under FAA guidance. Maintaining zoning that aligns with compatible aviation-related land uses is essential for safety, operational efficiency, and continued eligibility for federal aviation funding.

Current Issue

During a recent Airport Master Plan briefing, FAA staff noted concern that certain Airportowned parcels within Auburn are currently zoned, at least in part, for residential use. Specifically:

- Roundy Property (Tax Map 156, Lot 015) located at Hotel Road and Constellation Drive, Airport-owned, with portions currently zoned residential.
- **185 Foster Road (Tax Map 107, Lot 011)** also Airport-owned, with partial residential zoning.

The presence of residential zoning on Airport-owned land is inconsistent with FAA expectations and creates a compliance issue under Grant Assurance 21.

Relationship to Comprehensive Plan Update

The City of Auburn is currently engaged in the development of its updated Comprehensive Plan, in which future land use and zoning policies will be discussed at length. The Airport looks forward to actively participating in that process to help ensure that long-term zoning and land use decisions are coordinated with aviation operations and FAA requirements.

While those broader discussions will shape the City's future vision, the immediate issue of residentially zoned Airport-owned parcels requires timely action to remain in compliance with FAA Grant Assurance 21.

Requested Action

The Auburn City Council has the authority to initiate zoning change requests to the Auburn Planning Board. On behalf of the Auburn-Lewiston Municipal Airport, I respectfully request that



Auburn Lewiston Municipal Airport

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the Council initiate rezoning of the above-listed parcels to remove residential designations and align their classifications with uses compatible with aviation through the Industrial Zone designation.

Proactively addressing this matter will:

- Ensure compliance with FAA Grant Assurance 21.
- Reduce risk of conflicts between Airport operations and surrounding land uses.
- Protect future eligibility for federal aviation funding and support ongoing Airport development.
- Allow the City's Comprehensive Plan discussions to focus on broader regional and longterm planning issues, without leaving unresolved compliance concerns on Airportowned property.

Recommendation: That the City Council initiate the rezoning process for the Roundy Property (Tax Map 156, Lot 15) and 185 Foster Road (Tax Map 107, Lot 011) to remove residential zoning and bring these parcels into compliance with FAA requirements by designating the entire parcels as Industrial Zone.

Board Action: The Auburn-Lewiston Municipal Airport Board of Directors voted unanimously to submit this request to the Auburn City Council.

Partnership Statement: The Auburn-Lewiston Municipal Airport is committed to working collaboratively with the City Council, Planning Board, and City staff during this rezoning effort, as well as through the Comprehensive Plan update process, to ensure that airport-related land use considerations are addressed in a way that supports both community development and aviation operations.

Attachments:

- 1. FAA Grant Assurances, which include the specific language of Assurance 21 Land Use
- 2. Maps of Roundy Property (Tax Map 156, Lot 15) and 185 Foster Road (Tax Map 107, Lot 011)

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

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

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C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

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

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

EXECUTIVE ORDERS

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

FEDERAL REGULATIONS

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

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

FOOTNOTES TO ASSURANCE (C)(1)

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

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

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

5. Preserving Rights and Powers.

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

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

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17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

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

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

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

23. Exclusive Rights.

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

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

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

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

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

26. Reports and Inspections.

It will:

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

27. Use by Government Aircraft.

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

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

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28. Land for Federal Facilities.

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

29. Airport Layout Plan.

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

Airport Sponsor Assurances (4/2025)

30. Civil Rights.

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

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

b. Applicability

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

c. Duration.

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

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

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

Airport Sponsor Assurances (4/2025)
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race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

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

31. Disposal of Land.

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

Airport Sponsor Assurances (4/2025)
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- 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
- 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
- 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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

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

32. Engineering and Design Services.

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

Airport Sponsor Assurances (4/2025)
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management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

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

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

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

38. Hangar Construction.

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

39. Competitive Access.

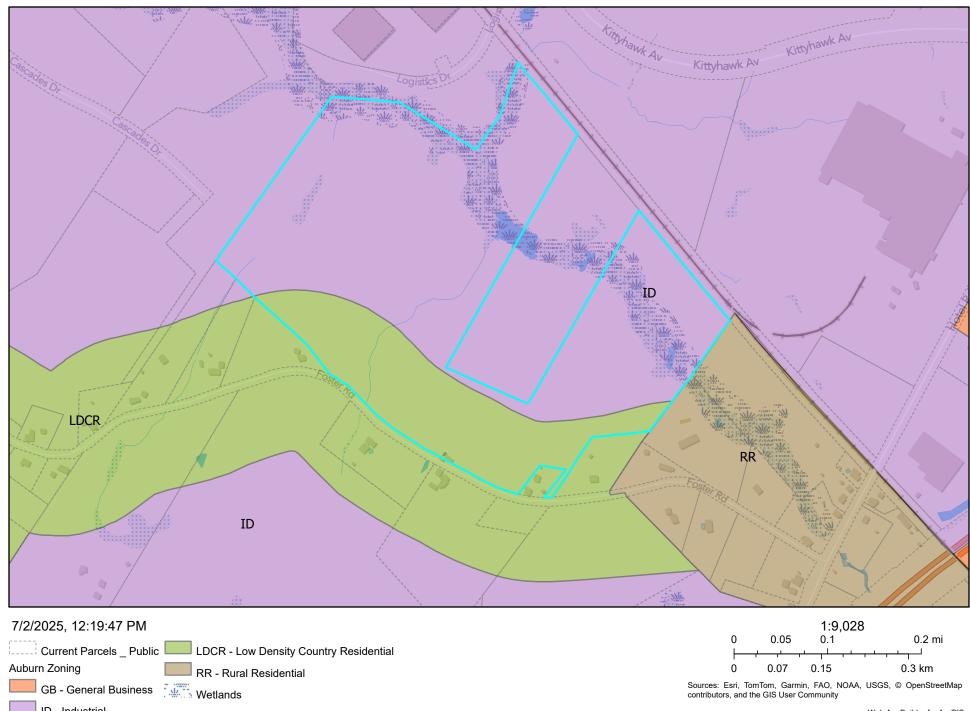
- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or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

40. Access to Leaded Aviation Gasoline

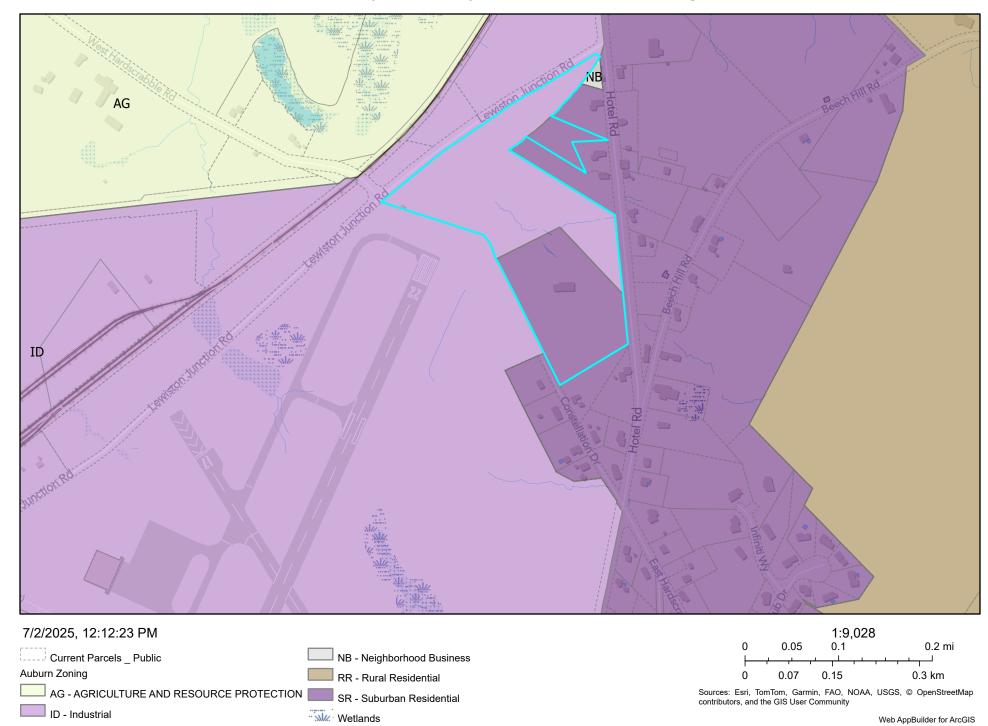
- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier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

Airport Sponsor Assurances (4/2025)

Foster Road Property - Residential Zoning



Roundy Property - Residential Zoning





City of Auburn, Maine Office of Planning & Permitting www.auburnmaine.gov | 60 Court Street

www.auburnmaine.gov | 60 Court Street Auburn, Maine 04210 207.333.6601

To: Auburn Planning Board

From: David Hediger, Director of Planning

Re: ZONING MAP AMENDMENT: Initiated by the City Council at the request of the Auburn-Lewiston Municipal Airport pursuant to Chapter 60, Article XVII, Division 2, Amendment to the Zoning Ordinance or Zoning Map. The intent is to amend the map on approximately 27 acres from either Suburban Residential (parcel I.D. 156-015) or Low-Density Country Residential (parcel I.D. 107-011) to the Industrial zoning district for the purpose of conforming all land owned by the Auburn Lewiston Municipal Airport to the Industrial Zone

Date: December 3, 2025

PROPOSAL

At the request of the Auburn–Lewiston Municipal Airport, the Auburn City Council voted unanimously on October 6, 2025, to direct staff to prepare a zoning map amendment for public hearing and Planning Board recommendation, pursuant to Chapter 60, Article XVII, Division 2 of the Auburn Zoning Ordinance.

The proposal seeks to rezone approximately 27 acres of Airport-owned land from:

- Suburban Residential (Parcel ID: 156-015), and
- Low-Density Country Residential (Parcel ID: 107-011) to the Industrial zoning district.

Both parcels are currently split-zoned (residential/industrial) and are owned by the Airport. The intent is to bring all Airport owned land into full compliance by designating it entirely as Industrial Zone.

ZONING CONSIDERATIONS

Two Airport-owned parcels in Auburn are partially zoned for residential use:

- Roundy Property (parcel I.D. 156-015)
 - This lot consists of approximately 23.96 acres of which approximately 8.7 acres is zoned Suburban Residential
- 185 Foster Road (parcel I.D. 107-011)
 - This lot consists of approximately 76.29 acres of which approximately 18.5 acres is zoned Low Density Country Residential.

The Cities of Auburn and Lewiston, as joint Airport Sponsors, are federally obligated under FAA Grant Assurance 21 to prevent incompatible land uses, especially residential development, near the Auburn–Lewiston Municipal Airport. These obligations are tied to the Airport's eligibility for federal funding and are enforced through zoning and land use controls. The Airport notes that the residentially zoned portions of these lots are inconsistent and incompatible with FAA requirements and pose a compliance risk

The Airport is requesting the rezoning of these parcels to Industrial Zone to:

- Ensure compliance with FAA Grant Assurance 21
- Eliminate land use conflicts
- Protect future federal funding
- Maintain safety and operational efficiency
- Avoid development that could obstruct airspace or introduce noise-sensitive uses
- Support long-term Airport growth and funding
- Allow the Comprehensive Plan update to proceed without unresolved compliance issues

PLANNING BOARD ACTION

Zoning map amendments are made pursuant to Chapter 60, Article XVII, Division 2, Amendment to the Zoning Ordinance or Zoning Map. Amendments to the zoning map, may be initiated by the planning board on its own initiative or upon request by the city council or by a petition signed by not less than 25 registered voters of the city. In this case, the amendment was initiated by the City Council at the Airport's request. The Planning Board must, within 30 days of the public hearing, submit a written report and recommendation to the City Council.

STAFF RECOMMENDATIONS

This rezoning addresses an immediate FAA compliance issue and resolves broader land use concerns. Split-zoned properties often create confusion and allow for incompatible uses. Rezoning will:

- Improve land use consistency
- Support Airport operations
- Protect funding and safety

Suggested Motion:

I make a motion pursuant to Chapter 60, Article XVII, Division 2, Amendment to the Zoning Ordinance or Zoning Map to rezone approximately 27 acres from Suburban Residential (parcel I.D. 156-015) and Low-Density Country Residential (parcel I.D. 107-011) to the Industrial zoning district.

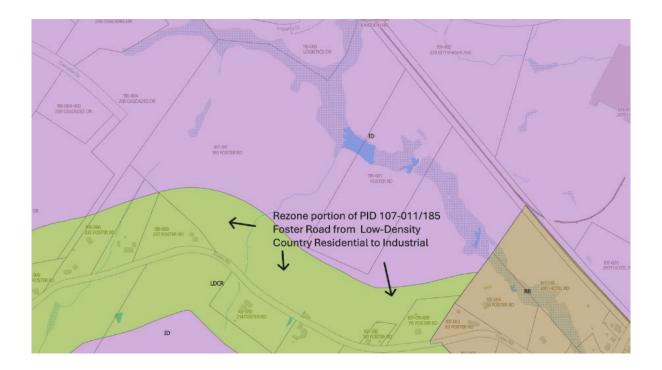


City Council Ordinance

IN CITY COUNCIL

BE IT ORDAINED, that THE CITY OF AUBURN hereby amends Auburn's Code of City Ordinances as follows:

Pursuant to Chapter 60, Article XVII, Division 2 of the Auburn Zoning Ordinance, the official zoning map of the City of Auburn shall be amended so that the property at 185 Foster Road (Parcel I.D. 107-011), consisting of approximately 76.29 acres, of which approximately 18.5 acres is currently zoned Low Density Residential, is rezoned to the Industrial District. The remaining acreage of the parcel is already zoned Industrial and will remain unchanged.





City of Auburn City Council Information Sheet

Council Workshop or Meeting Date: January 5, 2026 ORDER 12-01052026

Author: Mayor Jeffrey D. Harmon

Subject: Rescinding ORDER 61-07072025

Information: ORDER 61-07072025, passed July 7, 2025, directed actions of the Auburn Representative of the

Maine Waste to Energy Board. Mayor Harmon is requesting that this ORDER be rescinded.

City Budgetary Impacts: N/A

Previous Meetings and History: July 7, 2025

City Manager Comments: Llillip Crowell J.

Attachments: ORDER 61-07072025



IN CITY COUNCIL

DIRECTING REPRESENTATIVE TO MAINE WASTE TO ENERGY BOARD

WHEREAS, the City of Auburn is a member of the Maine Waste to Energy Board (Mid-Maine Waste Corporation), and is represented by an appointed delegate from the Auburn City Council; and

WHEREAS, the Auburn City Council retains ultimate responsibility for oversight of the City's financial obligations and intergovernmental agreements; and

WHEREAS, the MWE Board may from time to time consider actions involving financial commitments, bylaw amendments, or other governance changes that could materially impact the City;

NOW, THEREFORE, BE IT ORDERED, by the City Council of Auburn as follows:

- 1. The City Council Representative to the Maine Waste to Energy Board is hereby prohibited from voting in favor of or otherwise authorizing any financial action, including but not limited to bond issuance, expenditures, or entering into contracts that bind the City financially, without prior approval by a majority vote of the City Council.
- 2. The Representative is further prohibited from voting in favor of or otherwise consenting to any changes to the MWE Board's bylaws or governance structure without prior authorization by the City Council.
- The Representative shall report to the City Council in a timely manner regarding any proposed actions before the MWE Board that may require Council consideration or approval under this Order.



IN COUNCIL

ORDERED, that ORDER 61-07072025, as passed by the Auburn City Council on July 7, 2025 is hereby rescinded, effective January 5, 2026.



City of Auburn City Council Information Sheet

Council Workshop or Meeting Date: January 5, 2026

Subject: Executive Session

Information: Executive Session pursuant to 1 M.R.S.A. Section 405(6) (D) for labor negotiations regarding Police Department Patrol.

Executive Session: On occasion, the City Council 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 Councilor must make a motion in public. The motion must be recorded, and 3/5 of the members of the Council must vote to go into executive session. 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 to municipal government are:

- A. Discussion or consideration of the employment, appointment, assignment, duties, promotion, demotion, compensation, evaluation, disciplining, resignation or dismissal of an individual or group of public officials, appointees or employees of the body or agency or the investigation or hearing of charges or complaints against a person or persons subject to the following conditions:
- (1) An executive session may be held only if public discussion could be reasonably expected to cause damage to the individual's reputation or the individual's right to privacy would be violated;
- (2) Any person charged or investigated must be permitted to be present at an executive session if that person so desires;
- (3) Any person charged or investigated may request in writing that the investigation or hearing of charges or complaints against that person be conducted in open session. A request, if made to the agency, must be honored; and
- (4) Any person bringing charges, complaints or allegations of misconduct against the individual under discussion must be permitted to be present. This paragraph does not apply to discussion of a budget or budget proposal;
- B. Discussion or consideration by a school board of suspension or expulsion of a public school student or a student at a private school, the cost of whose education is paid from public funds, as long as:
- (1) The student and legal counsel and, if the student is a minor, the student's parents or legal guardians are permitted to be present at an executive session if the student, parents or guardians so desire;
- 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. Discussion of labor contracts and proposals and meetings between a public agency and its negotiators. The parties must be named before the body or agency may go into executive session. Negotiations between the representatives of a public employer and public employees may be open to the public if both parties agree to conduct negotiations in open sessions;
- E. Consultations between a body or agency and its attorney concerning the legal rights and duties of the body or agency, pending or contemplated litigation, settlement offers and matters where the duties of the public body's or agency's counsel to the attorney's client pursuant to the code of professional responsibility clearly conflict with this subchapter or where premature general public knowledge would clearly place the State, municipality or other public agency or person at a substantial disadvantage;
- F. Discussions of information contained in records made, maintained or received by a body or agency when access by the general public to those records is prohibited by statute;
- G. Discussion or approval of the content of examinations administered by a body or agency for licensing, permitting or employment purposes; consultation between a body or agency and any entity that provides examination services to that body or agency regarding the content of an examination; and review of examinations with the person examined; and
- H. Consultations between municipal officers and a code enforcement officer representing the municipality pursuant to Title 30-A, section 4452, subsection 1, paragraph C in the prosecution of an enforcement matter pending in District Court when the consultation relates to that pending enforcement matter.