



LEVEL III SITE PLAN APPLICATION

To:

**City of Portland
Planning Board**

For:

Northeast Air-Fixed Base Operator

1011 Westbrook Street
Portland, Maine 04102

Prepared for:

Northeast Air

1011 Westbrook Street
Portland, Maine 04102

Prepared by:

Sebago Technics, Inc.

75 John Roberts Road, Suite 1A
South Portland, Maine 04106

September 3, 2015



September 3, 2015
15149

Ms. Barbara Barhydt
Development Review Services Manager
City of Portland
389 Congress Street
Portland, ME 04101

Application for Level III Site Plan Permit
Northeast Air-Fixed Base Operator

Dear Ms. Barhydt:

On behalf of the Northeast Air (NEA), we have prepared this Level III – Site Plan Application for improvements to the existing NEA operation of the Jetport. The project site is located in the Airport Business (A-B) Zone. NEA is long standing Fixed Base Operator (FBO) at the Portland International Jetport. As an FBO, Northeast Air provides vital services to the operations of both commercial and private airport clients to include aircraft maintenance, aircraft re-fueling, de-icing, charter services and aircraft management. This services are critical to successful operation of an airport.

The proposed project will allow NEA to complete long overdue improvements to the existing terminal area to enhance current operations and provide an improved identity at the NEA location. In addition, a new addition is planned for the probable relocation of the FAA from an existing building on the airfield or will be used by NEA to address existing space needs and possible some aviation related lease space.

Grant Hayes Architects has been retained by NEA to provide the building programming and design. Enclosed with this application are building elevations, floor plans and a building perspective.

Development Program:

As part of the jetports Masterplanning process, the existing General Aviation Building located off Westbrook Street across from the Parking Garage will be demolished. The demolition is planned for this coming fall to make room for the NEA improvement project as part of the Jetports overall Masterplan.

The new construction will include interior renovations, building construction and site improvements as follows:

1. A new 2-story addition at the Westbrook Street side of the building with a 6,750 sf footprint. The FAA wants this space as Class A finishes.
2. Construction of a new 1-story addition for the Line Crew will be 3,500 square feet.
3. A new 2-story terminal addition will be a full height "atrium" space. The existing 2nd floor FAA OPS office will overlook this space.

4. A 45 space paved parking lot, landscaping, improved pedestrian movement, executive parking and related site improvements.

NEA is hopeful to complete the permitting this fall to allow for construction in the late fall of 2015 and occupancy in 2016. The project will not require any airfield improvements and is limited to building renovation and new construction. Currently, the Jetport has initiated an apron rehabilitation project that is on-going this summer into the early fall that will improve the airfield side of the NEA apron. This work is part of the Jetports capital improvement program and funding through the FAA and is separate from the NEA project.

Zoning:

The project parcel is in the City's A-B Airport Business Zone that is intended to provide an area for the development of airport-related enterprises as identified in the City's Comprehensive Plan. Areas surrounding the parcel are also in the Airport Business (A-B) Zone.

Jetport Coordination:

The project is consistent with the Jetports Masterplan and has been coordinated with the Jetport Director and Operations staff. As part of the project, a temporary security fencing will be erected with a new permanent fence construction to Airport security requirements. A new gate will be installed with an "Intelikey System" along with an exit only security gate for late night charter arrival.

Hours of Operation:

The existing NEA is a 24-hour operation. The proposed improvements will not alter or impact the current operational times. Fueling, charters and de-icing are 24 hour a day activities that have existed and will continue as part of the FBO mandated operations.

Parking:

The demolition of the existing General Aviation building and site will provide an opportunity for NEA to reconfigure the site and provide for a more efficient parking lot with improved building and airfield access. The proposed parking will include building front parking, driveway access to a Porte Cochere, executive parking and tenant space parking. As and FBO, the operational demand requires close proximity parking to accommodate executives, charters, and operational staff. The proposed project will increase the parking from approximately 30 to 43 parking spaces. NEA also leases an adjacent parking area for its employees and tenants.

Stormwater Management Plan:

The paved parking area and associated landscaping will be graded to convey surface runoff across the parking area as sheet flow to two tree filter systems and an underdrained soil filter. The underdrained soil filter is designed to provide temporary flood control as well as water quality treatment, stormwater cooling, and downstream channel protection meeting Maine DEP Chapter 500 requirements. New building expansion areas will be drained by roof drains connecting into the proposed closed stormwater

management system which goes southeast under runway 18-36 and eventually discharges to the Fore River. Overall, within the proposed development area of the project, the total amount of impervious area will decrease by 5,756 sf.

Landscaping:

Due to the project location, we have proposed a site landscaping plan that will make for an attractive, yet functional site that is suitably landscaped for parking, surrounding uses and accessory site elements. No berry bearing trees or bushes that would attract birds are proposed on the site due to the project location being an operating jetport. We also do not propose any tall growing trees near the airport perimeter fence due to the risk of people climbing them to get inside the fencing.

Waivers:

At this time we do not anticipate waiver requests.

Closure:

On behalf of Northeast Air, we look forward to working with the staff and Planning Board to permit this project. As you consider the application, please contact us if you have any questions.

Sincerely,

SEBAGO TECHNICS, INC.



Owens A. McCullough, P.E.
Vice President Engineering & Project Development



Aaron C. Hunter, E.I.
Civil Engineer

ACH/OAM:llg
Enc.

Cc: Mike Hayes, RA
Mark Goodwin, NEA

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Exhibit 1

Application Form & Checklist



Jeff Levine, AICP, Director
Planning & Urban Development Department

Electronic Signature and Fee Payment Confirmation

Notice: Your electronic signature is considered a legal signature per state law.

By digitally signing the attached document(s), you are signifying your understanding this is a legal document and your electronic signature is considered a **legal signature** per Maine state law. You are also signifying your intent on paying your fees by the opportunities below.

I, the undersigned, intend and acknowledge that no Site Plan or Historic Preservation Applications can be reviewed until payment of appropriate application fees are **paid in full** to the Inspections Office, City of Portland Maine by method noted below:

- Within 24-48 hours, once my complete application and corresponding paperwork has been electronically delivered, I intend to **call the Inspections Office** at 207-874-8703 and speak to an administrative representative and provide a credit/debit card over the phone.
- Within 24-48 hours, once my application and corresponding paperwork has been electronically delivered, I intend to **call the Inspections Office** at 207-874-8703 and speak to an administrative representative and provide a credit/debit card over the phone.
- I intend to deliver a payment method through the U.S. Postal Service mail once my application paperwork has been electronically delivered.

Applicant Signature:

Date:

I have provided digital copies and sent them on:

Date:

NOTE: All electronic paperwork must be delivered to buildinginspections@portlandmaine.gov or by physical means i.e. a thumb drive or CD to the Inspections Office, City Hall, 3rd Floor, Room 315.



Level III – Preliminary and Final Site Plans Development Review Application Portland, Maine

Planning and Urban Development Department
Planning Division

Portland's Planning and Urban Development Department coordinates the development review process for site plan, subdivision and other applications under the City's Land Use Code. Attached is the application form for a Level III: Preliminary or Final Site Plan. Please note that Portland has delegated review from the State of Maine for reviews under the Site Location of Development Act, Chapter 500 Stormwater Permits, and Traffic Movement Permits.

Level III: Site Plan Development includes:

- New structures with a total floor area of 10,000 sq. ft. or more except in Industrial Zones.
- New structures with a total floor area of 20,000 sq. ft. or more in Industrial Zones.
- New temporary or permanent parking area(s) or paving of existing unpaved parking areas for more than 75 vehicles.
- Building addition(s) with a total floor area of 10,000 sq. ft. or more (cumulatively within a 3 year period) except in Industrial Zones.
- Building addition(s) with a total floor area of 20,000 sq. ft. or more in Industrial Zones.
- A change in the use of a total floor area of 20,000 sq. ft. or more in any existing building (cumulatively within a 3 year period).
- Multiple family development (3 or more dwelling units) or the addition of any additional dwelling unit if subject to subdivision review.
- Any new major or minor auto business in the B-2 or B-5 Zone, or the construction of any new major or minor auto business greater than 10,000 sq. ft. of building area in any other permitted zone.
- Correctional prerelease facilities.
- Park improvements: New structures greater than 10,000 sq. ft. and/or facilities encompassing 20,000 sq. ft. or more (excludes rehabilitation or replacement of existing facilities); new nighttime outdoor lighting of sports, athletic or recreation facilities not previously illuminated.
- Land disturbance of 3 acres or more (includes stripping, grading, grubbing, filling or excavation).

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14) which is available on our website:

Land Use Code: <http://me-portland.civicplus.com/DocumentCenter/Home/View/1080>

Design Manual: <http://me-portland.civicplus.com/DocumentCenter/View/2355>

Technical Manual: <http://me-portland.civicplus.com/DocumentCenter/View/2356>

Planning Division

Fourth Floor, City Hall
389 Congress Street
(207) 874-8719

Office Hours

Monday thru Friday
8:00 a.m. – 4:30 p.m.

PROJECT NAME: Northeast Air-Fixed Based Operator

PROPOSED DEVELOPMENT ADDRESS:

1011 Westbrook Street, Portland Internation Jetport, Portland, Maine 04102

PROJECT DESCRIPTION:

A new 2-story addition with a 6,750 sf footprint, a new 1-story addition of 3,500 sf, and an associated paved parking area.

CHART/BLOCK/LOT: 205 A001

PRELIMINARY PLAN _____ (date)
FINAL PLAN _____ (date)

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: Mark R. Goodwin Business Name, if applicable: Northeast Air Address: 1011 Westbrook Street City/State : Portland, ME Zip Code: 04102	Applicant Contact Information Work # (207) 774-6318 Home# N/A Cell # N/A Fax# N/A e-mail: markg@northeastair.com
Owner – (if different from Applicant) Name: See Applicant Address: City/State : Zip Code:	Owner Contact Information Work # Home# Cell # Fax# e-mail:
Agent/ Representative Name: Sebago Technics, Inc. Attn: Owens McCullough Address: 75 John Roberts Road, Suite 1A City/State : South Portland,ME Zip Code: 04106	Agent/Representative Contact information Work # (207) 200-2073 Cell # (207) 232-1649 e-mail: omccullough@sebagotechnics.com
Billing Information Name: See Applicant Address: City/State : Zip Code:	Billing Information Work # Cell # Fax# e-mail:

Engineer Name: Sebago Technincs, Inc. Attn: Owens, McCullough Address: 75 John Roberts Road, Suite 1A City/State : South Portland, ME Zip Code: 04106	Engineer Contact Information Work # (207) 200-2073 Cell # (207) 232-1649 Fax# (207) 856-2206 e-mail: omccullough@sebagotechnics.com
Surveyor Name: Sebago Technincs, Inc Attn: Charles Brown Address: 75 John Roberts Road, Suite 1A City/State : South Portland, ME Zip Code: 04106	Surveyor Contact Information Work # (207) 200-2053 Cell # N/A Fax# (207) 856-2206 e-mail: cbrown@sebagotechnics.com
Architect Name: Grant Hayes Associates Attn: Mike Hayes Address: P.O. Box 6179 City/State : Falmouth, ME Zip Code: 04015	Architect Contact Information Work # (207) 871-5900 Cell # Fax# e-mail: mike@granthays.com
Attorney N/A Name: Address: City/State : Zip Code:	Attorney Contact Information N/A Work # Cell # Fax# e-mail:

APPLICATION FEES:

Check all reviews that apply. (Payment may be made by Credit Card, Cash or Check payable to the City of Portland.)

Level III Development (check applicable reviews) <input checked="" type="checkbox"/> Less than 50,000 sq. ft. (\$500.00) <input type="checkbox"/> 50,000 - 100,000 sq. ft. (\$1,000) <input type="checkbox"/> 100,000 – 200,000 sq. ft. (\$2,000) <input type="checkbox"/> 200,000 – 300,000 sq. ft. (\$3,000) <input type="checkbox"/> over \$300,00 sq. ft. (\$5,000) <input checked="" type="checkbox"/> Parking lots over 11 spaces (\$1,000) <input type="checkbox"/> After-the-fact Review (\$1,000.00 plus applicable application fee) Plan Amendments (check applicable reviews) <input type="checkbox"/> Planning Staff Review (\$250) <input type="checkbox"/> Planning Board Review (\$500) The City invoices separately for the following: <ul style="list-style-type: none"> • Notices (\$.75 each) • Legal Ad (% of total Ad) • Planning Review (\$40.00 hour) • Legal Review (\$75.00 hour) Third party review fees are assessed separately. Any outside reviews or analysis requested from the Applicant as part of the development review, are the responsibility of the Applicant and are separate from any application or invoice fees.	Other Reviews (check applicable reviews) <input type="checkbox"/> Traffic Movement (\$1,000) <input type="checkbox"/> Stormwater Quality (\$250) <input type="checkbox"/> Subdivisions (\$500 + \$25/lot) # of Lots ___ x \$25/lot = _____ <input type="checkbox"/> Site Location (\$3,000, except for residential projects which shall be \$200/lot) # of Lots ___ x \$200/lot = _____ <input type="checkbox"/> Other _____ <input type="checkbox"/> Change of Use <input type="checkbox"/> Flood Plain <input type="checkbox"/> Shoreland <input checked="" type="checkbox"/> Design Review <input type="checkbox"/> Housing Replacement <input type="checkbox"/> Historic Preservation
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Jeff Levine, AICP, Director
 Planning & Urban Development Department

Electronic Signature and Fee Payment Confirmation

Notice: Your electronic signature is considered a legal signature per state law.

By digitally signing the attached document(s), you are signifying your understanding this is a legal document and your electronic signature is considered a **legal signature** per Maine state law. You are also signifying your intent on paying your fees by the opportunities below.

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- I intend to deliver a payment method through the U.S. Postal Service mail once my application paperwork has been electronically delivered.

Jackie A. Soudien
 Applicant Signature:

9/9/15
 Date:

 I have provided digital copies and sent them on:

 Date:

NOTE: All electronic paperwork must be delivered to buildinginspections@portlandmaine.gov or by physical means i.e. a thumb drive or CD to the Inspections Office, City Hall, 3rd Floor, Room 315.

APPLICATION SUBMISSION:

1. All site plans and written application materials must be submitted electronically on a CD or thumb drive with each plan submitted as separate files, with individual file which can be found on the **Electronic Plan and Document Submittal** page of the City’s website at <http://me-portland.civicplus.com/764/Electronic-Plan-and-Document-Submittal>
2. In addition, one (1) paper set of the plans (full size), one (1) paper set of plans (11 x 17), paper copy of written materials, and the application fee must be submitted to the Building Inspections Office to start the review process.

The application must be complete, including but not limited to the contact information, project data, application checklists, wastewater capacity, plan for fire department review, and applicant signature. The submissions shall include one (1) paper packet with folded plans containing the following materials:

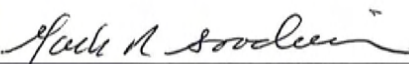
1. One (1) full size site plans that must be folded.
2. One (1) copy of all written materials or as follows, unless otherwise noted:
 - a. Application form that is completed and signed.
 - b. Cover letter stating the nature of the project.
 - c. All Written Submittals (Sec. 14-525 2. (c), including evidence of right, title and interest.
3. A stamped standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 50 feet.
4. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
5. One (1) set of plans reduced to 11 x 17.

Please refer to the application checklist (attached) for a detailed list of submission requirements.

APPLICANT SIGNATURE:

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Planning Authority and Code Enforcement’s authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

This application is for a Level III Site Plan review. It is not a permit to begin construction. An approved site plan, a Performance Guarantee, Inspection Fee, Building Permit, and associated fees will be required prior to construction. Other Federal, State or local permits may be required prior to construction, which are the responsibility of the applicant to obtain.

Signature of Applicant: 	Date: 9/9/15
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PROJECT DATA

The following information is required where applicable, in order to complete the application.

Total Area of Site	3,066,624	sq. ft.
Proposed Total Disturbed Area of the Site	54,669	sq. ft.
If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland.		
Impervious Surface Area		
Impervious Area (Total Existing)	68,716	sq. ft.
Impervious Area (Total Proposed)	62,960	sq. ft.
Building Ground Floor Area and Total Floor Area		
Building Footprint (Total Existing)	33,620	sq. ft.
Building Footprint (Total Proposed)	33,019	sq. ft.
Building Floor Area (Total Existing)	33,620	sq. ft.
Building Floor Area (Total Proposed)	36,488	sq. ft.
Zoning		
Existing	Airport Business	
Proposed, if applicable	N/A	
Land Use		
Existing	Fixed Based Operator	
Proposed	Fixed Based Operator	
Residential, If applicable		
		N/A
# of Residential Units (Total Existing)		
# of Residential Units (Total Proposed)		
# of Lots (Total Proposed)		
# of Affordable Housing Units (Total Proposed)		
Proposed Bedroom Mix		
		N/A
# of Efficiency Units (Total Proposed)		
# of One-Bedroom Units (Total Proposed)		
# of Two-Bedroom Units (Total Proposed)		
# of Three-Bedroom Units (Total Proposed)		
Parking Spaces		
# of Parking Spaces (Total Existing)	31	
# of Parking Spaces (Total Proposed)	45	
# of Handicapped Spaces (Total Proposed)	2	
Bicycle Parking Spaces		
		N/A
# of Bicycle Spaces (Total Existing)		
# of Bicycle Spaces (Total Proposed)		
Estimated Cost of Project		
		To be determined

PRELIMINARY PLAN (Optional) - Level III Site Plan			
Applicant Checklist	Planner Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST
X		1	Completed Application form
X		1	Application fees
X		1	Written description of project
X		1	Evidence of right, title and interest
N/A		1	Evidence of state and/or federal approvals, if applicable
X		1	Written assessment of proposed project's compliance with applicable zoning requirements
X		1	Summary of existing and/or proposed easement, covenants, public or private rights-of-way, or other burdens on the site
X		1	Written requests for waivers from site plan or technical standards, if applicable.
X		1	Evidence of financial and technical capacity
X		1	Traffic Analysis (may be preliminary, in nature, during the preliminary plan phase)
Applicant Checklist	Planner Checklist	# of Copies	SITE PLAN SUBMISSIONS CHECKLIST
X		1	Boundary Survey meeting the requirements of Section 13 of the City of Portland's Technical Manual
X		1	Preliminary Site Plan including the following: (information provided may be preliminary in nature during preliminary plan phase)
X			Proposed grading and contours;
X			Existing structures with distances from property line;
X			Proposed site layout and dimensions for all proposed structures (including piers, docks or wharves in Shoreland Zone), paved areas, and pedestrian and vehicle access ways;
X			Preliminary design of proposed stormwater management system in accordance with Section 5 of the Technical Manual (note that Portland has a separate applicability section);
X			Preliminary infrastructure improvements;
X			Preliminary Landscape Plan in accordance with Section 4 of the Technical Manual;
X			Location of significant natural features (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features) located on the site as defined in Section 14-526 (b) (1);
X			Proposed buffers and preservation measures for significant natural features, as defined in Section 14-526 (b) (1);
X			Location , dimensions and ownership of easements, public or private rights of way, both existing and proposed;
X			Exterior building elevations.

FINAL PLAN - Level III Site Plan			
Applicant Checklist	Planner Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST (* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)
X		1	* Completed Application form
X		1	* Application fees
X		1	* Written description of project
X		1	* Evidence of right, title and interest
N/A		1	* Evidence of state and/or federal permits
X		1	* Written assessment of proposed project's specific compliance with applicable Zoning requirements
X		1	* Summary of existing and/or proposed easements, covenants, public or private rights-of-way, or other burdens on the site
X		1	* Evidence of financial and technical capacity
X		1	Construction Management Plan
N/A		1	A traffic study and other applicable transportation plans in accordance with Section 1 of the technical Manual, where applicable.
X		1	Written summary of significant natural features located on the site (Section 14-526 (b) (a))
X		1	Stormwater management plan and stormwater calculations
X		1	Written summary of project's consistency with related city master plans
X		1	Evidence of utility capacity to serve
N/A		1	Written summary of solid waste generation and proposed management of solid waste
X		1	A code summary referencing NFPA 1 and all Fire Department technical standards
X		1	Where applicable, an assessment of the development's consistency with any applicable design standards contained in Section 14-526 and in City of Portland Design Manual
N/A		1	Manufacturer's verification that all proposed HVAC and manufacturing equipment meets applicable state and federal emissions requirements.

Applicant Checklist	Planner Checklist	# of Copies	SITE PLAN SUBMISSIONS CHECKLIST (* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)
X		1	* Boundary Survey meeting the requirements of Section 13 of the City of Portland's Technical Manual
X		1	Final Site Plans including the following:
X			Existing and proposed structures, as applicable, and distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone);
X			Existing and proposed structures on parcels abutting site;
X			All streets and intersections adjacent to the site and any proposed geometric modifications to those streets or intersections;
X			Location, dimensions and materials of all existing and proposed driveways, vehicle and pedestrian access ways, and bicycle access ways, with corresponding curb lines;
X			Engineered construction specifications and cross-sectional drawings for all proposed driveways, paved areas, sidewalks;
N/A			Location and dimensions of all proposed loading areas including turning templates for applicable design delivery vehicles;
X			Existing and proposed public transit infrastructure with applicable dimensions and engineering specifications;
X			Location of existing and proposed vehicle and bicycle parking spaces with applicable dimensional and engineering information;
X			Location of all snow storage areas and/or a snow removal plan;
X			A traffic control plan as detailed in Section 1 of the Technical Manual;
X			Proposed buffers and preservation measures for significant natural features, where applicable, as defined in Section 14-526(b)(1);
N/A			Location and proposed alteration to any watercourse;
N/A			A delineation of wetlands boundaries prepared by a qualified professional as detailed in Section 8 of the Technical Manual;
N/A			Proposed buffers and preservation measures for wetlands;
X			Existing soil conditions and location of test pits and test borings;
X			Existing vegetation to be preserved, proposed site landscaping, screening and proposed street trees, as applicable;
X			A stormwater management and drainage plan, in accordance with Section 5 of the Technical Manual;
X			Grading plan;
N/A			Ground water protection measures;
X			Existing and proposed sewer mains and connections;

- Continued on next page -

X		Location of all existing and proposed fire hydrants and a life safety plan in accordance with Section 3 of the Technical Manual;
X		Location, sizing, and directional flows of all existing and proposed utilities within the project site and on all abutting streets;
X		Location and dimensions of off-premises public or publicly accessible infrastructure immediately adjacent to the site;
X		Location and size of all on site solid waste receptacles, including on site storage containers for recyclable materials for any commercial or industrial property;
X		Plans showing the location, ground floor area, floor plans and grade elevations for all buildings;
N/A		A shadow analysis as described in Section 11 of the Technical Manual, if applicable;
N/A		A note on the plan identifying the Historic Preservation designation and a copy of the Application for Certificate of Appropriateness, if applicable, as specified in Section Article IX, the Historic Preservation Ordinance;
X		Location and dimensions of all existing and proposed HVAC and mechanical equipment and all proposed screening, where applicable;
X		An exterior lighting plan in accordance with Section 12 of the Technical Manual;
X		A signage plan showing the location, dimensions, height and setback of all existing and proposed signs;
X		Location, dimensions and ownership of easements, public or private rights of way, both existing and proposed.



PORTLAND FIRE DEPARTMENT
SITE REVIEW
FIRE DEPARTMENT CHECKLIST



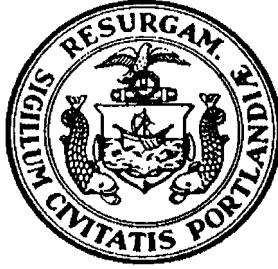
A separate drawing[s] shall be provided as part of the site plan application for the Portland Fire Department's review.

1. Name, address, telephone number of applicant
- 2.
3. Name address, telephone number of architect
4. Proposed uses of any structures [NFPA and IBC classification]
- 5.
6. Square footage of all structures [total and per story]
7. Elevation of all structures
8. Proposed fire protection of all structures
 - **As of September 16, 2010 all new construction of one and two family homes are required to be sprinkled in compliance with NFPA 13D. This is required by City Code. (NFPA 101 2009 ed.)**
9. Hydrant locations
10. Water main[s] size and location
11. Access to all structures [min. 2 sides]
12. A code summary shall be included referencing NFPA 1 and all fire department. Technical standards.

Some structures may require Fire flows using annex H of NFPA 1

CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

Department of Public Services,
55 Portland Street,
Portland, Maine 04101-2991



Mr. Frank J. Brancely,
Senior Engineering Technician,
Phone #: (207) 874-8832,
Fax #: (207) 874-8852,
E-mail: fjb@portlandmaine.gov

Date: 9-2-15

1. Please, Submit Utility, Site, and Locus Plans.

Site Address: 1011 Westbrook Street, Portland International Jetport, Portland, ME 04102

Chart Block Lot Number: 205 A001

Proposed Use: Fixed Based Operator

Previous Use: Fixed Based Operator

Existing Sanitary Flows: Not Known GPD

Existing Process Flows: None GPD

Description and location of City sewer that is to receive the proposed building sewer lateral.

Existing 8" City sewer in Westbrook Street to receive proposed additions 4" sewer lateral.

Site Category	Commercial (see part 4 below)	<input type="checkbox"/>
	Industrial (complete part 5 below)	<input type="checkbox"/>
	Governmental	<input type="checkbox"/>
	Residential	<input type="checkbox"/>
	Other (specify)	<input checked="" type="checkbox"/>

*Fixed Based Operator Terminal & Office

(Clearly, indicate the proposed connections, on the submitted plans)

2. Please, Submit Contact Information.

City Planner's Name: Barbara Barhydt Phone: (207) 874-8699

Owner/Developer Name: Mark R. Goodwin

Owner/Developer Address: 1011 Westbrook Street, Portland, ME 04102

Phone: (207) 774-6318 Fax: N/A E-mail: markg@northeastair.com

Engineering Consultant Name: Owens A. McCullough, Sebago Technics, Inc.

Engineering Consultant Address: 75 John Roberts Road, Suite 1A, South Portland, ME 04106

Phone: (207) 200-2073 Fax: (207) 856-2206 E-mail: omccullough@sebagotechnics.com

(Note: Consultants and Developers should allow +/- 15 days, for capacity status, prior to Planning Board Review)

3. Please, Submit Domestic Wastewater Design Flow Calculations.

Estimated Domestic Wastewater Flow Generated: 850 gpd GPD

Peaking Factor/ Peak Times: _____

Specify the source of design guidelines: (i.e. X "Handbook of Subsurface Wastewater Disposal in Maine,"
 "Plumbers and Pipe Fitters Calculation Manual," Portland Water District Records, Other (specify)

(Note: Please submit calculations showing the derivation of your design flows, either on the following page, in the space provided, or attached, as a separate sheet)

4. Please, Submit External Grease Interceptor Calculations.

Total Drainage Fixture Unit (DFU) Values: _____
Size of External Grease Interceptor: _____
Retention Time: _____
Peaking Factor/ Peak Times: _____

(Note: In determining your restaurant process water flows, and the size of your external grease interceptor, please use The Uniform Plumbing Code. Note: In determining the retention time, sixty (60) minutes is the minimum retention time. Note: Please submit detailed calculations showing the derivation of your restaurant process water design flows, and please submit detailed calculations showing the derivation of the size of your external grease interceptor, either in the space provided below, or attached, as a separate sheet)

5. Please, Submit Industrial Process Wastewater Flow Calculations

Estimated Industrial Process Wastewater Flows Generated: _____ GPD
Do you currently hold Federal or State discharge permits? Yes _____ No _____
Is the process wastewater termed categorical under CFR 40? Yes _____ No _____
OSHA Standard Industrial Code (SIC): <http://www.osha.gov/oshstats/sicser.html>
Peaking Factor/Peak Process Times: _____

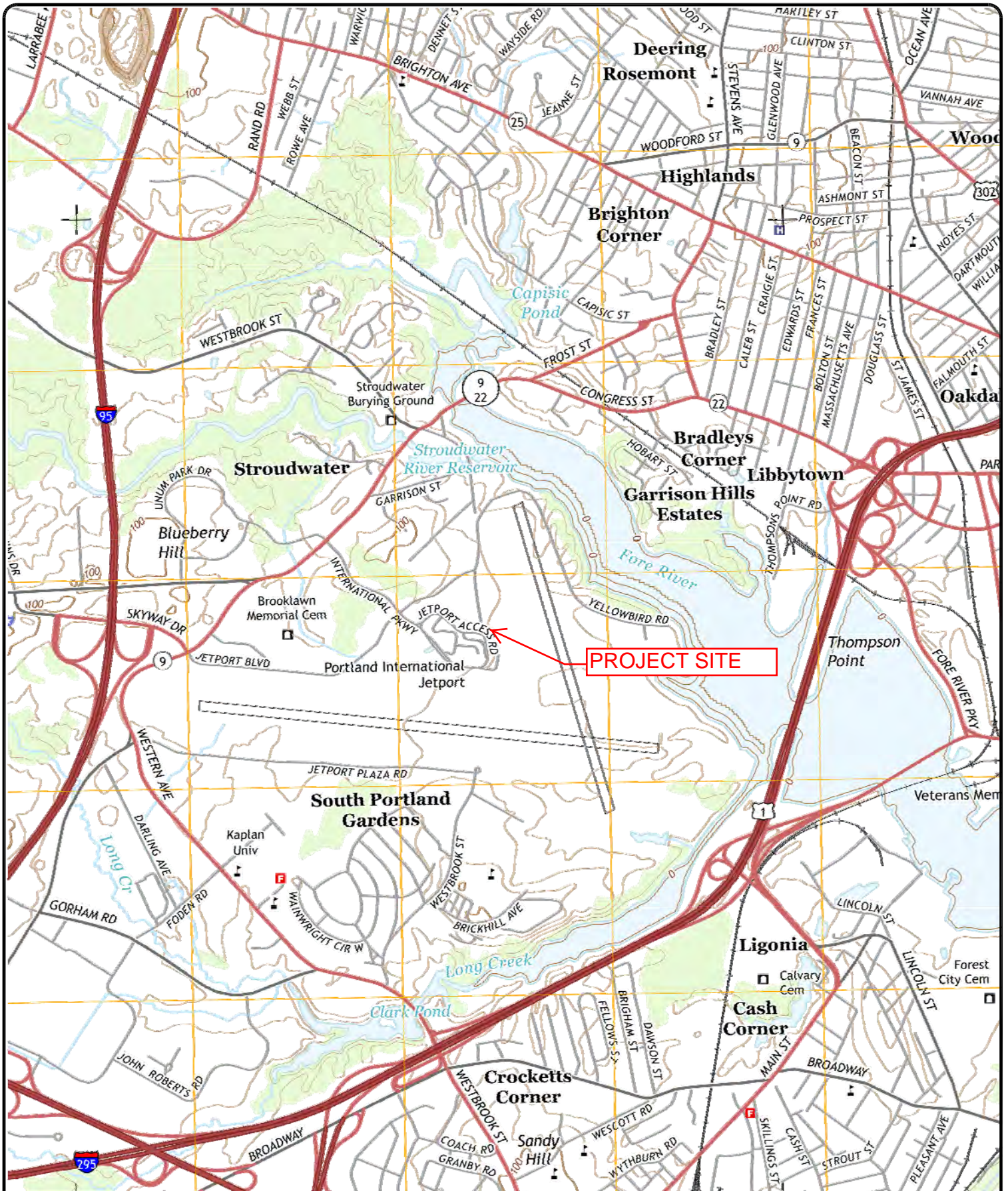
(Note: On the submitted plans, please show where the building's domestic sanitary sewer laterals, as well as the building's industrial-commercial process wastewater sewer laterals exits the facility. Also, show where these building sewer laterals enter the city's sewer. Finally, show the location of the wet wells, control manholes, or other access points; and, the locations of filters, strainers, or grease traps)

(Note: Please submit detailed calculations showing the derivation of your design flows, either in the space provided below, or attached, as a separate sheet)

Notes, Comments or Calculation

Exhibit 2

USGS Location Map



**LOCATION MAP
OF NORTHEAST AIR-FIXED BASED OPERATOR**

LOCATION:
PORTLAND INTERNATIONAL JETPORT
PORTLAND, MAINE 04102

FOR: NORTHEAST AIR
1011 WESTBROOK STREET
PORTLAND, MAINE 04102

SCALE: SCALE
DATE: 08-14-15
SHEET:
1 OF 1

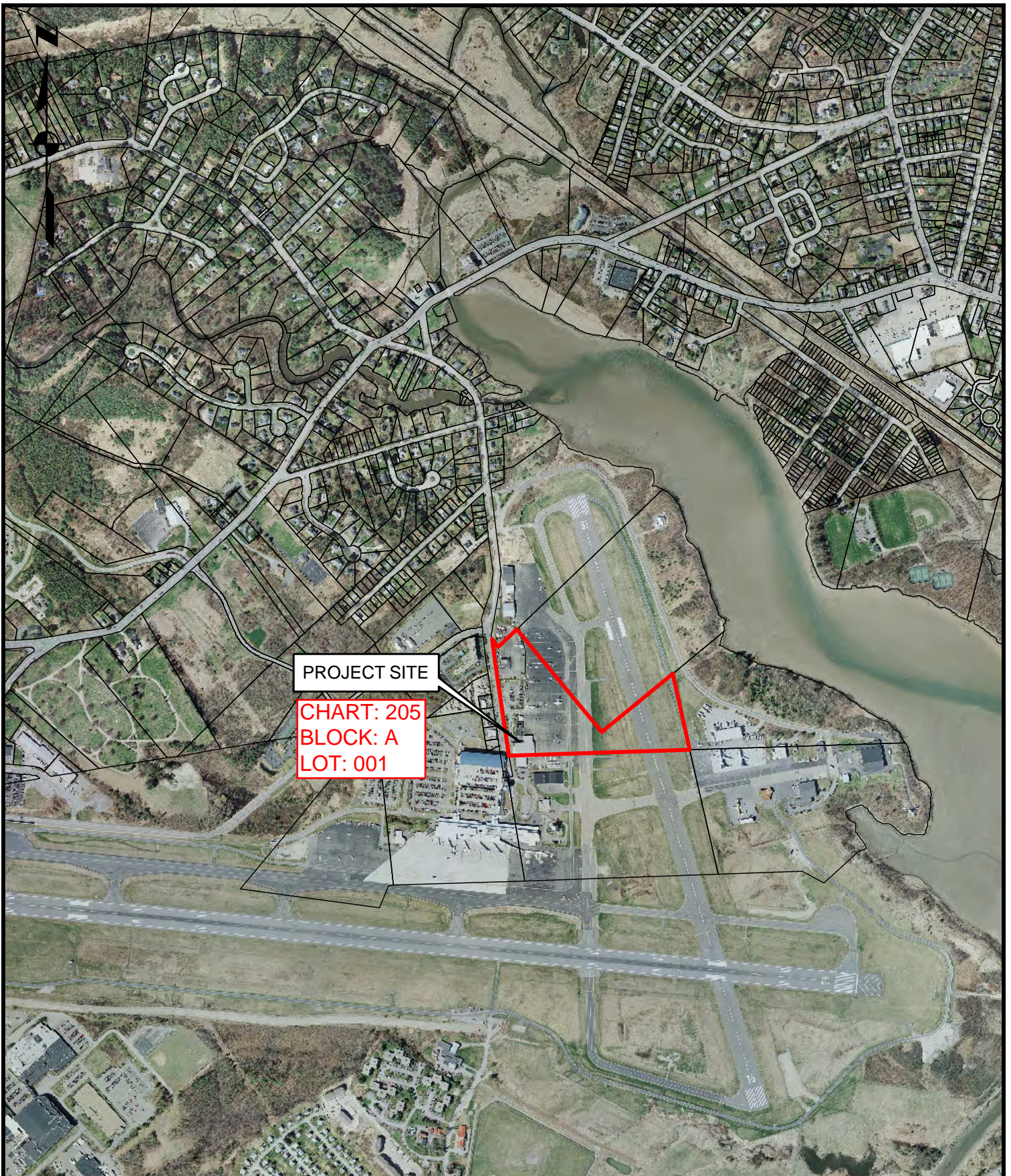
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WWW.SEBAGOTECHNICS.COM

75 John Roberts Rd. Suite 1A South Portland, ME 04106
250 Goddard Rd. Suite B Lewiston, ME 04240
Tel. 207-200-2100 Tel. 207-783-5656

Exhibit 3

City Assessor's Map



PROJECT SITE

CHART: 205
BLOCK: A
LOT: 001

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Tel. 207-200-2100

250 Goddard Rd. - Suite B
Lewiston, ME 04240
Tel. 207-783-5656

TAX MAP
NORTHEAST AIR-FIXED BASED OPERATOR

LOCATION:
PORTLAND INTERNATIONAL JETPORT
PORTLAND, MAINE 04102

INFORMATION:
IMAGERY ACQUIRED SPRING 2006
PARCEL DATA FROM CITY OF PORTLAND

SCALE: 1" = 1,000'

DATE: 08/14/15

Exhibit 4

Financial Capacity



August 11, 2015

Owens A. McCullough
Vice President, Engineering and Business Development
Sebago Technics
75 John Roberts Road – Suite 1A
South Portland, ME 04106-6963

RE: Northeast Air

Dear Mr. McCullough:

Northeast Air and Affiliates have a comprehensive banking relationship with People's United Bank. I have been doing business with the company and its related entities for over twenty years. All loans and deposits have been handled in a professional and satisfactory manner. My experience with the management team has been exemplary. Northeast Air has the financial wherewithal to complete the proposed project at the Portland Jetport based on its strong operating performance and solid balance sheet.

Should you have any comments or questions, please feel free to contact me at 207-828-3098.

Sincerely,

A handwritten signature in black ink, appearing to read "Patricia L. Camelio".

Patricia L. Camelio
Senior Vice President

Exhibit 5

Right, Title or Interest

**BASIC LEASE DATA
LEASE BETWEEN LCL ASSOCIATES AND
CITY OF PORTLAND, MAINE**

1. **Lease Term:** July 1, 1996 through June 30, 2016, with an option to renew for an additional 20 years.
2. **Landlord:** City of Portland, Maine
Mailing Address: Airport Manager
Portland International Jetport
1001 Westbrook Street
Portland, Maine
(See §15.10 for Notices)
3. **Tenant:** LCL Associates
Mailing Address: c/o Northeast Air
Portland International Jetport
Portland, ME 04102
4. **Premises:** 45,160 square feet of land at the Portland International Jetport as described on Exhibit A to the Lease Agreement.
5. **Fixed Rent:** Sixteen Cents (\$.16) per square foot, subject to CPI escalator beginning January 1, 1998.
6. **Percentage Rent:** Two Percent (2%) of gross receipts as defined in Article 5.
7. **Renewal Rent:** To be negotiated beginning no less than 120 days prior to renewal of the Lease, subject to binding arbitration.
8. **Permitted Uses:** Aircraft sales and maintenance; avionics sales and maintenance; air charters; air taxi service; air freight service up to 75,000 pound aircraft; sale of aircraft parts and accessories; aircraft storage; flight school; aircraft rental; ground handling and de-icing in locations approved by the Airport Manager; Ground Service Equipment maintenance and storage; and administrative offices associated with the foregoing permitted uses.

9. Approved Subtenants: Northeast Air
Jetport Hangar Associates Limited
Liability Company

10. Approved Sub-Subtenants to Jetport Hangar Associates Limited
Liability Company:

Maine Aviation
Maine Aircraft Sales

GROUND LEASE AGREEMENT

LCL ASSOCIATES

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GROUND LEASE AGREEMENT

LCL ASSOCIATES

THIS LEASE AGREEMENT made and entered into this 1st day of July, 1996, (hereinafter may be variously referred to as the "Lease Agreement", "Lease" or "Agreement") by and between the **CITY OF PORTLAND**, a municipal corporation, existing under and by virtue of the laws of the State of Maine, hereinafter called "**CITY**", and **LCL Associates**, a Maine corporation with a principal office located at 1001 Westbrook Street, Portland, Maine, hereinafter called "**TENANT**".

W I T N E S S E T H:

WHEREAS, **CITY** owns and operates the Portland International Jetport (hereinafter called "Airport"), located at 1001 Westbrook Street, Portland, Maine; and

WHEREAS, **TENANT** is a Fixed Base Operator at the Airport and wishes to expand its charter and ground service equipment operations; and

WHEREAS, **CITY** has all right, title and interest in and to the real property on the Airport, together with the facilities, easements, rights, licenses, and privileges hereinafter granted, and has full power and authority to enter into this Agreement in respect thereof;

NOW, **THEREFORE** in consideration of the mutual covenants and considerations herein contained, **CITY** lets and demises to **TENANT** and **TENANT** leases from **CITY** the following described Leased Premises, and all described rights incident thereto, subject to the following terms and conditions:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Portland International Jetport in Cumberland County, State of Maine, consisting of approximately 45,160 square feet of ground space all as described on "Exhibit A", prepared by Sebago Technics, attached hereto and incorporated herein, including the right of ingress thereto and egress therefrom as provided in Section 7.2 below. A

final determination of the square footage shall be made upon completion of the project described in Article 3 below and said square footage shall be used to determine the amount of fixed rent due under Section 5.1 below.

1.2 "AS IS" CONDITION

TENANT takes the Premises in "as is" condition. Other than CITY ownership thereof, CITY makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. TENANT has had the opportunity to fully inspect the Premises and is familiar with the condition thereof and is not relying upon any representations nor warranties of CITY. All TENANT improvements, additions and alterations at or to the Premises will be at TENANT's sole cost and expense and CITY shall have no responsibility therefor; provided, however, CITY shall, at its cost and expense, remove or have removed the quonset hut located on the Premises prior to the execution of this Lease Agreement.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED USE OF LEASED PREMISES

2.1.1 TENANT shall use the Leased Premises for the following purposes:

Aircraft sales and maintenance; avionics sales and maintenance; air charters; air taxi service; air freight service up to 75,000 pound aircraft; sale of aircraft parts and accessories; aircraft storage; flight school; aircraft rental; ground handling and de-icing in locations approved by the Airport Manager; Ground Service Equipment maintenance and storage; and administrative offices associated with the foregoing permitted uses;

and for no other purposes.

2.1.2 Upon thirty (30) days prior written notice to CITY, TENANT may request permission for an expansion or change in use on the Premises, which permission shall not be unreasonably withheld by CITY. TENANT covenants that it shall not use nor permit the use of the Premises for any purpose other than those provided in 2.1.1 above without the prior written approval of the CITY.

2.2 PROHIBITED ACTIONS

TENANT shall not store fuel upon the Premises except to the extent permitted by the City Code and applicable state or other law or regulation, and shall not block a taxiway nor park any aircraft in such a location as to interfere with Airport operations, nor permit any other person to do so. No damaged aircraft shall be parked on the ramp at any time without the prior written approval of the Airport Manager, which approval may be granted for such storage up to a maximum of sixty (60) days. In the event of such approval, **TENANT** shall cover such damaged aircraft within twenty-four (24) hours of a request to do so by the Airport Manager, such cover to be in a manner as is reasonably approved by the Airport Manager. Aircraft ramp and service equipment may be stored on the Premises, but only in a manner and in such locations as the Airport Manager may reasonably authorize in writing in advance. All aircraft and equipment repairs except minor repairs shall be performed inside a structure and not on the aircraft apron. The Airport Manager shall be the sole judge of what constitutes minor repair. **TENANT** covenants that it shall not do any and shall not permit anyone to do any night-time engine runups. "Night-time" as used herein shall mean between the hours of 10:00 p.m. and 7:00 a.m. of each day.

ARTICLE 3 - TENANT'S CONSTRUCTION REQUIREMENTS

3.1 REQUIREMENT FOR IMPROVEMENTS ON LEASED PREMISES

TENANT shall, at its sole cost and expense, design, construct, fabricate, install and equip on the Leased Premises, or cause the same to be designed constructed, fabricated, installed and equipped, such buildings, structures, roadways, utility lines, additions and improvements as **TENANT** may desire in furtherance of the purposes set forth in Article 2, (hereinafter the "Project") and shall install thereon such equipment and facilities as **TENANT** may deem necessary or desirable, provided, however, that no building, structure, roadway, utility lines, addition, or improvement of any nature shall be made or installed by **TENANT** without the prior written consent of the **CITY** as herein provided.

3.2 CONSTRUCTION DATES

3.2.1 Construction of improvements shall begin not later than September 1, 1996, and shall be completed no later than December 31, 1997. **TENANT** shall proceed diligently with the Project; provided, however, that in the event of Force Majeure causing delay in the Project which is not the fault of **TENANT**, **TENANT** may request

an extension in the Project schedule from the Airport Manager, who shall not unreasonably withhold approval of such an extension.

3.2.2 Notwithstanding the foregoing and notwithstanding Section 15.16 below, in the event **TENANT** shall fail to begin construction by October 1, 1996, **CITY** shall have the right to terminate this Lease pursuant to the provisions of Article 12 herein.

3.2.3 **TENANT** shall comply with all applicable Airport Security requirements during construction of the Premises and **TENANT** shall be responsible for ensuring such compliance by all contractors, subcontractors or others working on construction of improvements at or on the Premises or in connection with such improvements. Airport security requirements are provided in Exhibit B attached hereto, but are subject to **CITY**'s right to modify or amend them to comply with applicable local, state or federal law or regulations.

3.3 APPROVAL OF PLANS

TENANT covenants and agrees that prior to the preparation of detailed construction plans, specifications and architectural renderings of any such building, structure, roadway, utility lines, addition or improvement, it shall first submit plans showing the general site plan, design and character of improvements and their locations, relative to the Leased Premises, including location of drainage utilities and roadways to the Airport Manager for review. **TENANT**'s plans shall meet **CITY**'s design standards for the type of development proposed. **TENANT** covenants and agrees that prior to the installation or construction of any such building, roadway, structure, addition or improvement on the Leased Premises, it shall first submit its plans and specifications to the **CITY** for approval pursuant to **CITY**'s Land Use Code and all construction will be in a good, workmanlike manner and in accordance with all **CITY**, State and Federal orders, laws and regulations.

3.4 GOVERNMENTAL PERMITS

All necessary approvals and permits from governmental agencies shall be obtained by **TENANT** at its sole cost and expense prior to constructing, fabricating, equipping or installing the Project. Upon completion of the Project, all required occupancy permits and approvals from governmental bodies authorizing occupancy and use of the Premises for the purposes contemplated shall also be obtained by **TENANT**.

3.5 EXTENSION OF UTILITIES OR SPECIAL FACILITIES

TENANT shall construct at its sole cost and expense all necessary utility lines required for TENANT to connect to the lines of existing service. TENANT shall construct, at its expense, the connecting roadways to the existing roadway system, if any are required. TENANT shall further be required to relocate, at its sole cost and expense, any utilities or underground lines which are located on the Premises and are required to be relocated as a result of TENANT's Project, use of, or activities on the Premises.

3.6 COST OF CONSTRUCTION AND ALTERATIONS

The cost of the required initial improvements constructed and equipment installed in accordance with this Article, shall not be less than Six Hundred Thousand Dollars (\$600,000.00) and shall be substantiated to be no less than said amount by a third party reasonably acceptable to CITY.

3.7 AS-BUILT DRAWINGS

Within thirty (30) days following completion of the initial construction and any subsequent additions, alterations or improvements TENANT shall present to CITY a complete set of reproducible (mylar) "record" drawings including all amendments and changes issued during construction and including, but not limited to, specifications and shop drawings. In addition, the as-built drawings of the exterior site and utilities must be submitted on a computer diskette using the AutoCADD format.

3.8 MORTGAGE OF LEASEHOLD INTEREST

TENANT shall have the right to grant a First Mortgage upon the leasehold interest granted herein. Such mortgage may be granted only to a financial institution or other institutional lender reasonably acceptable to the City Manager, and may secure a principal amount (excluding advances made by the Mortgagee to protect its interest in the Leasehold) of not more than eighty percent (80%) of the cost of capital improvements thereon, and the terms and conditions of such mortgage loan shall be subject to the prior written approval of the City Manager and subject to all of the terms of this Agreement. Any such mortgagee shall attorn to the CITY as a condition of such approval.

ARTICLE 4 - TERM

4.1 INITIAL TERM

The Initial Term of this Lease is twenty (20) years, commencing upon the date of execution of this Lease Agreement, and ending at midnight on the same day and date in the year 2016.

4.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional twenty (20) years so long as TENANT has been and is continuing in full compliance with all of the terms and conditions herein, and subject to renegotiation of the rent as provided in Article 5 below. TENANT shall provide CITY with no less than One Hundred and Eighty (180) days notice of such renewal prior to expiration of the initial term of this Lease and such renewal shall be in writing signed by both parties.

TERM

4.3 HOLDING OVER

4.3.1 In the event TENANT shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without CITY's written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by CITY or TENANT by giving written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

ARTICLE 5 - RENTALS, FEES AND RECORDS

5.1 FIXED RENT

5.1.1. Monthly rent per square foot. During the term hereof, TENANT shall pay to CITY a fixed monthly rental of Sixteen Cents (\$.16) per square foot for the Leased Premises, subject to Section 5.1.2 below. The initial annual rent is \$7,225.60 (45,160 s.f. x .16), or \$602.13 per month, subject to adjustment for the final square footage under Section 1.1 above.

5.1.2 Fixed rent increases. Beginning on the first day of January, 1998, and annually thereafter, the fixed rent will be adjusted, based on the increase in the prior year's Consumer Price Index of the U.S. Department of Labor, All Urban Consumers, all items (1982-84 = 100) for the Portland, Maine NECMA, or comparable

successor index.

5.2 PERCENTAGE RENT

5.2.1 In addition to the foregoing monthly rent, **TENANT** shall pay to **CITY** two percent (2%) of the gross receipts from all of **TENANT**'s operations on the entire Premises and operations of any subtenant or sub-subtenant; provided, however, the following shall not be subject to the percentage rental hereunder: 1) aircraft sales; 2) sales of aircraft parts and accessories; 3) "off-base" charters, defined as charters which do not takeoff nor land at the Airport with paying passengers; 4) fixed rent collected from the subtenants and sub-subtenants approved by the **CITY** of even date, up to the amount due to **CITY** under Section 5.1 above; 5) the 2% payment itself, whether paid by **TENANT** or by an approved subtenant; 6) any rent payable to **TENANT** from an entity owned entirely by Henry A. Laughlin III, provided that Henry A. Laughlin III owns the entire voting stock of **TENANT** and 7) any rent payable to **TENANT** by Northeast Air, Jetport Hangar Associates Limited Liability Company, Maine Aviation or Maine Aircraft Sales, so long as there is no change in the principals owning said subtenants and sub-subtenants. All other gross receipts shall be subject to the percentage rent.

5.2.2 "Gross receipts" shall mean and include all gross revenues received by any person and arising out of or resulting from any operations or activities from, at or on the Premises, but shall not include the amount of any tax on sales whether designated a sales tax or not and imposed by any federal, state or local governmental authority, either now or in the future.

5.2.3 **CITY** reserves the right to amend or modify the percentage rent payable, or the manner in which such rent, or any portion thereof, is calculated, under this Lease Agreement to the extent that such amendment or modification is applicable generally in a non-discriminatory manner to all persons providing similar services at the Airport and providing that such amendment, modification or increase is reasonably revenue neutral to **TENANT**. In such case, **CITY** shall provide **TENANT** with no less than thirty (30) days written notice prior to the effective date of such new rates or charges.

5.3 RENEWAL RENT

In the event **TENANT** renews this Lease as provided in Section 4.2 above, all rent, including without limitation fixed and percentage

rent, under this Lease Agreement during said renewal term shall be in the amount negotiated in good faith by the parties. Notice of intent to negotiate a new rent term shall be given no less than 120 days prior to renewal of the Lease; provided, however, failure to give such notice shall not diminish nor negate the parties obligation to negotiate a new rent hereunder. If the parties have been unable to agree upon a new rental within 45 days of such notice, the parties agree to submit the issue of rent only to binding arbitration pursuant to the Commercial Rules and Regulations of the American Arbitration Association. The arbitrator shall determine the rent based upon the fair market value of the Leased Premises, and shall provide an inflation adjustment for any portion of the rent which is a fixed amount. In the event the arbitrator determines that such rent should be increased, the increase will be effective, retroactive if necessary, as of the date of renewal of the Lease. The parties shall equally share all costs of arbitration and the arbitrator's fee, but each party shall be responsible for the costs and fees of their own attorneys and/or expert witnesses.

5.4 TIME AND PLACE OF PAYMENTS

5.4.1 The foregoing fixed rental of Section 5.1 shall be payable, without need for invoice, in equal monthly installments in advance on or before the first business day of each calendar month of the term, at the office of the Airport Manager, Portland International Jetport, 1001 Westbrook Street, Portland, Maine 04103, or such other place as the CITY may direct in writing from time to time.

5.4.2 The percentage of gross receipts shall be due and payable monthly, without need for invoice, at the office of the Airport Manager at the address above, on the fifteenth (15th) day of each month based upon the gross receipts of the previous calendar month, the first of which shall be due and payable on the fifteenth (15th) day of the month following the month on which **TENANT** begins operations on the Premises. A detailed monthly revenue statement of all revenues received by any person as a result of any transaction at or on the Premises, regardless of the location of the person receiving such revenue and regardless of where such revenue is paid, shall be kept on file at the Airport office of **TENANT** for review by the Airport Manager or his or her designee during regular business hours. The monthly revenue statement shall provide such detail as the Airport Manager may require, including without limitation, a description of each such transaction, to whom the money was paid and the location of such person, and the gross

amount of such money, showing the amount of the permitted deductions of sales taxes actually paid.

5.4.3 Within ninety (90) days of the close of **TENANT's** fiscal year, **TENANT**, at its sole cost and expense, shall have prepared a reviewed financial statement, prepared and signed by an independent accountant, of all operations conducted at or from the Leased Premises for the previous fiscal year and will keep a copy of such statement on file in its office located at the Airport for review during regular business hours by the **CITY**. **TENANT** will notify **CITY** when said financial statement is available for review. In the event such financial statement discloses any payment due to **CITY** which has not been paid, such payment of any unpaid balance shall be made immediately upon completion of such financial statement. **TENANT's** fiscal year is from January 1 to December 31 of each year and **TENANT** shall provide the Airport Manager with written notice of any change in said fiscal year. A late fee of Fifty Dollars (\$50.00) per day will be assessed for every day that the said financial statement is late in being made available to the **CITY** and said late fee shall be due and payable upon demand by **CITY**.

5.4.4 **CITY** reserves the right to conduct an audit of **TENANT's** records, upon reasonable notice and during regular business hours, to determine the accuracy of amounts paid hereunder. In the event such audit discloses an underpayment to **CITY** of more than Ten Percent (10%) in any year, **TENANT** shall pay to **CITY**, in addition to the amount owed and any applicable late charges, the reasonable cost to **CITY** of its audit. In the event said audit shows an overpayment by **TENANT**, said overpayment shall be deducted from **TENANT's** next due monthly percentage payment or payments.

5.4.5 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

5.5 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a daily basis, using thirty (30) days in the month for purposes of calculating the daily rate. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time

pursuant to the Airport's Rules and Regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the CITY generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 6 - OBLIGATIONS OF TENANT

6.1 NET LEASE

The use and occupancy of the Leased Premises by TENANT will be without cost or expense to CITY and all rentals payable hereunder shall be net to the CITY. It shall be the sole responsibility of TENANT to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at TENANT's sole cost and expense.

6.2 MAINTENANCE AND OPERATIONS

6.2.1 All repair and maintenance of the Leased Premises, including, but not limited to, landscaping shall be the responsibility of the TENANT. TENANT shall maintain the Leased Premises and all of their fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. TENANT agrees that it shall be responsible for all snow and ice removal on the Leased Premises.

6.2.2 TENANT shall take good care of the Leased Premises; shall reasonably maintain the Leased Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by TENANT shall be in quality and class not inferior to the original material and workmanship. TENANT shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by TENANT, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

6.2.3 TENANT shall paint, repair, replace or rebuild all or any part of the Leased Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 10 below). In such case, TENANT shall have the right to apply any available insurance proceeds to such purposes.

6.2.4 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse which results from use of, or activities on, the Leased Premises. Unless otherwise agreed in writing by **CITY**, all such trash, garbage and other refuse shall be disposed of at Regional Waste System in Portland. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by local, state or federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

6.2.5 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Leased Premises, shall not be permitted.

6.2.6 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 6.2, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. Prior to such undertaking or payment, **CITY** shall provide **TENANT** with written notice of such failure to meet such obligations or to pay such costs to **TENANT**, and shall provide **TENANT** with ten (10) days from the date of such notice to undertake such obligation and proceed diligently to complete it, or to pay such cost. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 12 below.

6.3 **CITY'S CONSENT TO IMPROVEMENTS.**

TENANT shall not erect any structures, make any improvements, nor do any construction work (other than the Project) on the Leased Premises, or alter, modify or make additions to or replacements of the Project without the prior written approval of the **CITY**, which approval shall not be unreasonably withheld or delayed. The

requirement for CITY approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of TENANT or its subtenants.

6.4 CITY RIGHT TO INSPECT AND REPAIR

CITY, at its discretion, shall be the sole judge of the quality of maintenance; and TENANT, upon notice by CITY to TENANT shall be required to perform whatever maintenance CITY deems reasonably necessary. If said maintenance is not undertaken by TENANT within ten (10) days after receipt of written notice, CITY shall have the right to enter upon the Leased Premises and perform the necessary maintenance, the cost of which shall be borne by TENANT as additional rent to be paid to CITY immediately upon demand therefor. No waste shall be committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

6.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to TENANT during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, TENANT shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and TENANT shall pay for any and all service charges incurred therefrom.

6.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

6.6.1 TENANT agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any federal, state, county, municipal or other authority, which imposition would be valid and applicable to TENANT irrespective of this section. Nothing herein contained shall be construed as stopping or preventing TENANT from contesting in good faith, however, the validity or applicability to its operations hereunder of any such law, ordinance, rule, regulation, tax assessment, excise fee or

charge, including the exhaustion of all appeal rights, provided that the Leased Premises shall not be in danger of being forfeited nor the CITY exposed to any threat of fine, penalty or violation.

6.6.2 Notwithstanding the foregoing, TENANT acknowledges that CITY has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner; and provided, further, that CITY shall provide TENANT with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects TENANT or any sub-tenant of TENANT.

6.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

6.7.1 The TENANT, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the TENANT shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; and

(d) that TENANT shall undertake an affirmative action program as required by 14 CFR Part 152, Sub E, to insure that no person shall on the grounds of race, creed, color, national origin, or sexual orientation be excluded from participating

in any employment activities covered in 14 CFR Part 152, Sub E.

6.7.2 **TENANT** agrees to furnish service on a fair, equal, and non discriminatory basis to all users thereof, and to charge fair, reasonable, and non discriminatory prices for each unit of service.

6.7.3 In the event of breach of any of the above non-discrimination covenants, the **CITY** shall have the right to terminate this Lease Agreement and to re-enter and re-possess said Premises and the facilities thereon.

6.8 OBSERVANCE OF STATUTES, ETC.

6.8.1 During the Term hereof and renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and **CITY** Governments (including Airport Rules, and including but not limited to any airport minimum standards applicable to all or a general class of airport operators), as well as those of any other government authority having jurisdiction over the Premises or any part thereof, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

6.8.2 Without limiting the foregoing, **TENANT** shall at all times comply with all minimum operating standards or requirements for all aeronautical endeavors and activities conducted by the **TENANT** as may from time to time be established by the **CITY**, the Airport Manager or any governmental body having jurisdiction over activities at the Portland International Jetport.

6.8.3 **TENANT** shall not make any use of the Leased Premises which is improper, offensive or contrary to any law or ordinance, nor to permit any act or thing to be done which shall constitute a nuisance or which may make void or voidable any insurance on the Leased Premises or the buildings or improvements thereon.

6.8.4 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, which may in any manner arise out of or be imposed on **CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 6.8.

6.8.5 **TENANT** shall have the right, but not the obligation, to

contest, without cost or expense to CITY, the validity or application of any law, ordinance, rule, regulation, or requirement of the type referred to in the preceding sub-section. If by the terms of any such provision, compliance may be legally delayed without risk of forfeiture or lien on the Premises or penalty to the CITY, pending resolution of the legal challenge, TENANT may delay compliance therewith until final determination of such proceeding.

6.8.6 CITY agrees to execute and deliver any appropriate papers or other instruments which may be reasonably necessary or proper to permit TENANT to contest the validity or application of any such provision.

6.9 ENVIRONMENTAL STATUTES

6.9.1 TENANT covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to CITY, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of TENANT under environmental laws, or which seek civil, criminal or punitive penalties from TENANT for an alleged violation of environmental laws. TENANT further agrees to advise the CITY in writing as soon as TENANT becomes aware of any condition or circumstances which may result in a potential violation of any environmental laws. TENANT agrees, at its expense, and at the reasonable request of CITY, to permit an environmental audit solely for the benefit of CITY, to be conducted by CITY. This provision shall not relieve CITY from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws. TENANT, as used in this Article, shall mean and include the named TENANT, its officers, agents, employees, invitee, customers, subcontractors, transferees, licensees, subtenants, vendors, suppliers or anyone for whose act TENANT may be legally liable.

6.9.2 Without limiting the foregoing, TENANT shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this

paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

6.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

6.9.4 For the purposes of this Article, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

6.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against and in respect of any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the

environmental condition of the Leased Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) TENANT's use of the Leased Premises or operations thereon by or on behalf of TENANT; (b) claims arising out of, related to, or in connection with (i) the release by TENANT of any hazardous material into, onto or from the Leased Premises; or (ii) any arrangement by TENANT for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Leased Premises or has been or may be deposited at, disposed on or released onto the Leased Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Leased Premises by TENANT; or (d) claims resulting from any act or omission of TENANT in violation of any federal, state or local environmental laws or regulations with respect to TENANT's use of the Leased Premises.

6.9.6 CITY shall give to TENANT prompt and reasonable notice of any such claim or action, and TENANT shall have the right to investigate, compromise, and defend the same.

6.9.7 The Terms of this Section 6.10 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 6.9.5.

6.10 HAZARD LIGHTS

TENANT shall, at its expense, provide and maintain hazard lights on any structure erected by TENANT on the Leased Premises, if required by CITY or Federal Aviation Administration regulations. Any hazard lights so required shall comply with the specifications and standards established for such installations by the FAA.

ARTICLE 7 - OBLIGATIONS OF CITY

7.1 OPERATION AS PUBLIC AIRPORT

CITY covenants and agrees that at all times during the term of this Lease it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by CITY to the United States Government under the Federal Airport Act or any successor Assurances or Act.

7.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Leased Premises for the **TENANT**, its officers, employees, agents, servants, customers, vendors, suppliers, patrons, and invitee over the roadway provided by **CITY** serving the Leased Premises. **CITY**'s roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary.

7.3 CONSTRUCTION BY CITY

There are no facilities to be constructed by **CITY** under this Agreement. All construction will be made by **TENANT** as provided in Article 3.

ARTICLE 8 - CITY'S RESERVATIONS

8.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

8.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the instrument approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY** would limit the usefulness of the Airport or constitute a hazard to aircraft.

8.1.2 In the event **CITY** requires the Leased Premises for expansion, improvements, development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT**'s improvements in substantially similar form at another generally comparable location on the Airport. Such relocation or replacement shall be at **CITY**'s sole cost and expense.

8.2 INSPECTION OF LEASED PREMISES

CITY, through its duly authorized agent, shall have at any reasonable time, the full and unrestricted right to enter the Leased Premises for the purpose of periodic inspection for fire protection, maintenance and to investigate compliance with the terms of this Lease Agreement.

8.3 WAR OR NATIONAL EMERGENCY

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

ARTICLE 9 - INDEMNITY AND INSURANCE

9.1 INDEMNIFICATION

9.1.1 To the fullest extent permitted by law, TENANT agrees to defend, indemnify, and save forever harmless the CITY, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of TENANT's use or occupancy of the Leased Premises; CITY shall give to TENANT prompt and reasonable notice of any such claims or actions, and TENANT shall have the right to investigate, compromise and defend the same; and provided further, that TENANT shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of CITY, its officers, agents or employees. Notwithstanding the foregoing, TENANT shall defend the CITY from all such claims. "TENANT" as used throughout these Sections 9.1 and 9.2 shall mean and include the named TENANT, its officers, agents, employees, invitee, customers, subcontractors, subtenants, vendors, suppliers and anyone for whose act TENANT may be legally liable.

9.1.2 TENANT shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against CITY or in which CITY may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. CITY shall have the right to participate in such suits and no action shall be settled without prior consent of the CITY. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the CITY which would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

9.1.3 **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against **CITY**. **TENANT** hereby, expressly and without reservation, waives any defense or immunity to which it might otherwise be entitled under Workers' Compensation laws, the general statutes of Maine or judicial decisions, disallowing or limiting such indemnification, and consents to a cause of action for indemnity. The **TENANT's** waiver and consent to indemnification is made without regard to, and it specifically waives, any defense which might otherwise be available to it, by statute or case law, such as, but not limited to, 39-A M.R.S.A. §104 and McGraw v. S.D. Warren v. Cianbro Corporation, 656 A. 2d 1222 (Me. 1995).

9.1.4 This indemnity and hold harmless provision of this Section 9.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY**. The provisions of this Article 9 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

9.2 LIEN INDEMNIFICATION

Both during construction of the Leased Premises prior to the date of beneficial occupancy and throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any **CITY** property wherever located, or any improvements thereto, to arise out of or accrue from any action or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure which is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY**. This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY's** demand therefor.

9.3 PUBLIC LIABILITY INSURANCE

9.3.1 During construction of the Project, **TENANT** shall procure and maintain, or cause to be procured and maintained:

(a) Public Liability and Property Damage Insurance. The **TENANT** shall procure and maintain (or cause to be procured and maintained) during the Project, at its own cost, and show evidence to the **CITY** of Comprehensive General Liability and Property Damage Insurance, including special broad form property damage coverage, to protect the **CITY** and **TENANT** from claims and damages which may arise from operations upon the Premises or under this Lease, whether such operations shall be performed by the **TENANT** or by anyone directly or indirectly employed by it, in the types and minimum amounts set forth below:

<u>Description</u>	<u>Coverage</u>	<u>Each Occurrence</u>
(i) General Liability	B.I./Death P.D.	\$5,000,000.00 \$5,000,000.00
(ii) Vehicle Liability, including owned, hired or non-owned	B.I./Death P.D.	\$5,000,000.00 \$5,000,000.00
(iii) Worker's Compensation, Employer's Liability	B.I./Death	\$ 500,000.00

The **CITY** shall be named as an additional insured in all such policies. Item (iii) shall include an endorsement waiving all rights of subrogation against **CITY** as provided in Section 9.1.3 above.

(b) Special Hazards Insurance. The **TENANT** will also procure and maintain (or cause to be procured and maintained) special hazards insurance for all risks, including, but not limited to, coverage for damages resulting from explosion or blasting, collapse, or underground damage in the minimum amounts of One Million Dollars (\$1,000,000.00) for bodily injury and death and One Million Dollars (\$1,000,000.00) for property damage.

(c) Builder's Risk. The **TENANT** shall procure and maintain (or cause to be procured and maintained) Builder's Risk Insurance on the Project, naming the **CITY** and the **TENANT**, as their interests may appear, as insureds or additional insureds, for all risks, including, but not limited to, the perils of fire, extended coverage, vandalism, malicious

mischieff, and sprinkler leakage on the Project in an amount equivalent to One Hundred Percent (100%) of the construction contract amount, and, to the extent possible, upon the standard forms for such coverage as promulgated by the insurance service office of Maine.

9.3.2 Upon the date of beneficial occupancy of the Project, **TENANT**, without expense to the **CITY**, and with no lapse in coverage, shall obtain and cause to be kept in force at all times during the term of this Agreement, General Liability Insurance, under policies no more restrictive than the standard form of Comprehensive General Liability policy in the following amounts:

<u>Description</u>	<u>Limit of Liability</u>
1) Airport/Premises Liability	
a) Bodily Injury	\$5,000,000 each occurrence
b) Property Damage	\$5,000,000 each occurrence
2) Vehicle Liability, including owned, hired or non-owned	\$1,000,000 per occurrence
3) Aircraft Rental/Flight Instruction	\$100,000 per seat \$500,000 per occurrence
4) Worker's Compensation, Employer's Liability Insurance (or Maine statutory amount, whichever is greater)	\$100,000 \$500,000

9.3.3 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement. **TENANT** agrees that it will increase such minimum limits by reasonable amounts upon receipt of notice in writing from the **CITY**. Such notices to change shall, in general, be issued no more often than every second (2) year of the lease term or renewal thereof. In no case shall such limits be less than the minimum amount set forth under the Maine Tort Claims Act, as amended.

9.3.4 **TENANT** shall procure and maintain, as of the date of beneficial occupancy of the Leased Premises, all risks fire and casualty insurance, in an amount no less than ninety percent(90%) of the replacement value of the Project and related fixtures, or in such maximum amount as is available if ninety percent (90%) is not available.

9.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies satisfactory to the CITY, and approved to do insurance business in the State of Maine. Each such policy affecting the Leased Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the CITY as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance which CITY may maintain for its own benefit.

9.3.6 Certificates or other evidence of insurance coverages required of TENANT in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the CITY prior to the execution of this Lease Agreement and annually thereafter. TENANT shall at all times during the term of this Lease Agreement provide CITY with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be TENANT's responsibility throughout the term of this Lease to provide or have provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

9.3.7 If at any time TENANT should fail either to obtain or to maintain in force the insurance required herein, the CITY shall notify TENANT of its intention to purchase such insurance for TENANT's account; and, if TENANT has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the CITY may effect such insurance by taking out policies in companies satisfactory to the CITY. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the CITY shall be payable by TENANT as additional rental immediately upon demand therefor by CITY.

9.4 LETTERS OF CREDIT

9.4.1 In the event TENANT is three (3) or more months in arrears in payment, in whole or in part, of any rent or tax due to CITY, and TENANT is still in possession of the Premises, TENANT

shall, in addition to becoming current on said arrearage or aerugos, provide CITY with a Letter of Credit in the minimum amount of four (4) months payment of said rent or tax which is in arrears, or both if applicable. Said letter of credit shall be made with a local financial institution and shall be conditioned on the faithful performance of all terms, conditions and covenants of this Lease Agreement for one full year from the date of said letter of credit. Said letter of credit shall be maintained in the full four(4) month minimum amount throughout its term, and in the event of any subsequent default in payment of rent or taxes due to CITY while the letter of credit hereunder is in effect, the term of said letter of credit shall be extended to be one (1) full year from the date of said subsequent default. The letter of credit shall terminate only upon the passage of one full year with no defaults in payments due hereunder. Said letter of credit shall be available upon notice from CITY to said institution to pay CITY any amounts owed by TENANT and unpaid, and to reimburse CITY any loss, costs or expenses it incurs in the event of any default hereunder by TENANT. Notwithstanding the foregoing, TENANT shall remain liable for any amounts due hereunder and unpaid, and any costs and expenses incurred by CITY in excess of the amount of said letter of credit.

9.4.2 Any successor, assignee, subtenant or other transferee of TENANT as tenant under this Lease shall be required, as a condition of CITY consent to such succession, assignment, sublease or transfer, to provide CITY with a letter of credit in the minimum amount of nine (9) months rent and nine (9) months taxes due to CITY hereunder, and said letter of credit shall be maintained in said minimum amount for one full year after its date of issuance, with no default in said payments to CITY. Any default in said payments when due shall require renewal of the term of said letter of credit to be for one (1) full year from the date of said default. Any such successor, assignee or transferee shall have the right to request a waiver, in whole or in part, of the foregoing letter of credit requirement, which waiver may be granted or denied in the sole discretion of the City Manager of the CITY. Without limiting the foregoing, in the event any approved subtenant becomes a direct tenant to CITY, such subtenant shall provide the CITY with the foregoing 9 month letter of credit as of the effective date of such direct tenancy, unless such letter of credit is waived, as provided herein.

9.4.3 Notwithstanding the reimbursement of CITY of any amounts owed through the letter of credit, CITY reserves the right to declare TENANT in default under the Lease for the underlying

failure of **TENANT** to pay any amounts or undertake any obligation required herein, which failure resulted in **CITY** drawing upon the letter of credit.

ARTICLE 10 - DESTRUCTION OF PREMISES

10.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with the insurance proceeds; and, if such proceeds are insufficient for such purposes, the **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. If such proceeds should be in excess of the amount necessary for such purposes, any such excess shall be retained by **TENANT** and shall be used to pay any deficiency which might arise in the event of any future casualty. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the parties otherwise mutually agree to new or modified plans.

10.2 In the event the buildings and improvements on the Leased Premises, or a substantial part thereof, should be destroyed, and the insurance proceeds and any amounts left from prior casualties should be insufficient to repair or rebuild the Leased Premises in a manner to permit them to be used for the purposes herein, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty.

10.3 If the building or buildings shall be damaged in such manner as to render them unusable in whole or in part during repair and restoration thereof, the fixed rental provided to be paid under the terms of this Lease Agreement shall be abated or reduced proportionately during the period from the date of such damage or destruction until the work of repairing, restoring or reconstructing said building or buildings is completed.

ARTICLE 11 - CONDEMNATION

11.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a

taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to CITY and payments allocable to TENANT's leasehold interest shall be paid to TENANT.

11.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs TENANT's conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking, this Agreement shall be suspended during such time as TENANT is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit TENANT to use the Premises as provided herein for a period of ninety (90) days or more, at the conclusion of said ninety (90) day period, TENANT shall give CITY a thirty (30) day notice of its intent to terminate the Lease Agreement, during which thirty (30) day period CITY may provide TENANT with comparable leased space from which to conduct its operations; and, in such event, this Lease will be amended to cover such alternative space and shall not terminate. In the event CITY does not provide such alternative space, this Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. Nothing herein shall prevent or prohibit the CITY from providing alternative space to TENANT prior to receipt of the thirty (30) day notice of termination. TENANT's obligation to pay rent hereunder shall be suspended during any temporary taking during which TENANT is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent TENANT is able to continue its operations hereunder from the Premises or from an alternative site, the TENANT shall continue to pay percentage rent on such operations and the fixed rent based upon the square footage then available to TENANT.

ARTICLE 12 - TERMINATION OF LEASE

12.1 CITY's Right to Terminate. The CITY, in addition to any other rights to which it may be entitled by law, acting by and through its City Manager, may declare this Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry, with or without process of law, upon the Premises:

(a) The filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) The entry of an order for relief against the **TENANT**, by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) The taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) The appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with **TENANT**'s creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of thirty (30) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein contained and the failure of **TENANT** to remedy such breach. A material breach shall include, but not be limited to, the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

12.2 **TENANT**'s Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by **CITY**;

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 10 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war, earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such

inability from **TENANT**;

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and the failure of **CITY** to remedy such breach within a reasonable time after notice from **TENANT** to do so.

12.3 Default by **CITY**. In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **CITY**'s Airport Manager in the office of the Airport Administration, addressed and copied as provided in Section 15.10 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY**, and such default shall not have been cured during such thirty (30) day period by the **CITY**. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

12.4 Default by **TENANT**. In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 15.10 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after

the date of delivery of notice by CITY to TENANT, and such default shall not have been cured during such thirty (30) day period by the TENANT. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the TENANT commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event TENANT knew or should have known of the default prior to receipt of CITY notice, said thirty (30) day period to cure shall be deemed to begin as of the date TENANT knew or should have known of said default. Notwithstanding the foregoing, if TENANT should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, TENANT shall have five (5) days from receipt of CITY notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the sixth day following said receipt of notice.

ARTICLE 13 - RIGHTS UPON TERMINATION

13.1 TENANT agrees that upon the expiration of the term of this Lease or sooner termination thereof, the Leased Premises will be delivered to CITY in good condition, reasonable wear and tear excepted, and all buildings, fixtures and personal property located on the Leased Premises shall remain on, or be removed from, the Leased Premises as provided herein. Upon the termination or expiration of this Lease Agreement, all rights of TENANT hereunder to possession of the Leased Premises shall immediately terminate.

13.2 Lease Expiration or Termination for CITY Default. Upon expiration of this Lease Agreement or termination for default by CITY, TENANT shall have the right, but not the obligation, upon notice to CITY prior to the effective date of such expiration or termination, to enter upon the Premises within thirty (30) days after the effective date of such expiration or termination and to remove all buildings, fixtures and personal property installed on the Premises, and to repair any damage to the Leased Premises caused by said removal and to restore the Premises to its original condition, all at TENANT's cost and expense. In the event TENANT does not provide such notice to CITY, title to all buildings, fixtures and personal property located thereon shall vest in the CITY as of the day following the effective date of expiration or termination of this Lease Agreement.

13.3 Termination for TENANT default.

13.3.1 Personal Property. If termination of this Lease Agreement is for default by **TENANT** hereunder, **TENANT** shall remove all personal property located on the Premises within thirty (30) days after the date of such termination. Title to and ownership of any personal property left on the Premises after the expiration of said thirty (30) day period shall immediately vest in **CITY** on the thirty-first (31) day following the effective date of such termination. Personal property as used hereunder shall not include any buildings or fixtures located on the Premises.

13.3.2 Buildings and Fixtures. If termination of this Lease Agreement is for default by **TENANT** hereunder, all buildings and fixtures on the Leased Premises shall become the property of **CITY** and title thereto shall vest in **CITY** on the thirty-first (31) day after the effective date of such termination; provided, however, upon written notice from **CITY** to **TENANT** prior to the date of termination of this Lease Agreement, **CITY** may require **TENANT** to remove all such buildings and fixtures within thirty (30) days after the date of such termination and to repair any damage to the Leased Premises caused by said removal and to restore the Premises to its original condition, all at **TENANT**'s cost and expense.

13.4 **TENANT Failure to Remove.** Upon vesting of title in **CITY** in any buildings, fixtures or personal property pursuant to the terms of this Article, **CITY** shall have the right to use, lease, sell, assign, remove or otherwise dispose of, or store such property, subject to the requirements of any then applicable laws for the disposition of abandoned property. **CITY** shall be entitled to all proceeds from any such use, lease, sale, assignment or other disposition; and in the event **TENANT** was required to remove such buildings, fixtures or personal property under the terms of this Article and failed to do so, **TENANT** shall be liable to **CITY** for all losses, fees, or costs incurred by **CITY** in such use, lease, sale, assignment, removal, storage or other disposition, including without limitation reasonable attorney's fees, and any costs or expenses incurred by **CITY** to repair any damage to the Leased Premises caused by said removal and to restore the Premises to its original condition.

ARTICLE 14 - NO ASSIGNMENT AND SUBLETTING

14.1 Except as provided in Section 3.8 above for granting of a first mortgage upon the leasehold interest, **TENANT** shall not assign this Lease Agreement nor any part thereof in any manner whatsoever or assign any of the privileges recited herein, except upon the prior written approval of the City Council of the **CITY**, which

approval shall not be unreasonably withheld.

14.2 The **TENANT** shall not rent, sublease, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the City Manager of the **CITY**, which approval shall not be unreasonably withheld, and **CITY** reserves the right, as a condition of sublease approval, to increase the fixed ground rental specified in this Lease, to **CITY**'s ground rental rate in effect at the time of approval of the sublease. **CITY** further reserves the right to place such reasonable conditions upon any such subleasing as it deems to be in the best interest of the **CITY**. In the event of any approved transfer, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes and assessments for which it is liable hereunder. All approved transferees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder, other than those of Article 3 to the extent that the provisions of Article 3 relate solely to **TENANT**'s construction of improvements. No sub subleasing shall be permitted except upon the prior written approval of the City Manager of the **CITY**, which approval may be granted or withheld within the discretion of the City Manager.

14.3 **TENANT** explicitly understands and agrees that it will not permit the use of all or any portion of the Leased Premises, or any activity or operation of any entity upon the Leased Premises other than a subtenant whose subtenancy and operations are approved by the City Manager. **TENANT** further understands and agrees that all activities other than those approved hereunder from, at or on the Leased Premises can be undertaken only upon the prior written approval of the Airport Manager, which approval may be granted or withheld within the discretion of the Airport Manager.

14.4 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Leased Premises, shall be deemed a breach of this Lease Agreement and, at **CITY** option, may result in termination of this Lease Agreement pursuant to Article 12.

14.5 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of

this Article 14.

14.6 Despite any permitted assignment, subletting or other transfer, **TENANT** shall not be relieved of its obligations under this Lease Agreement but shall continue to remain primarily liable hereunder and shall not be relieved of such liability by an extension of time or other indulgence granted by **CITY** to any transferee, assignee or sublessee or by failure of **TENANT** to receive notice thereof and **TENANT** hereby waives suretyship defenses.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

15.1.1 **TENANT**, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft at **CITY**'s Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

15.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and use fees, as herein required, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein. It is mutually agreed, however, that this Lease Agreement is made subject to the covenants, requirements and restrictions contained in the Deeds by which **CITY** obtained title to the Airport.

15.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements heretofore made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which was required as a condition precedent to the transfer of Federal rights of property to the **CITY** for Airport purposes, or to the expenditure of Federal funds for

the extension, expansion, or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time.

15.4 TAXES

TENANT shall pay all taxes and fees levied upon its real estate and personal property located on the Premises. Unless otherwise agreed by **CITY**, in the event of any transfer of ownership of any portion of the real or personal property located on the Premises, or in the event of any subleasing of all or a portion of the Premises, **TENANT** agrees that it will make a payment equivalent to the amount owed in taxes, plus interest, due to **CITY**, said payment to be made within thirty (30) days of receipt of a notice from **CITY** that said taxes are owed to **CITY** and have not been paid by the record owner of the property. All buildings and fixtures on the Premises shall be deemed to be real estate for purposes of local property assessment and taxation.

15.5 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

15.6 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, gates, exits, and any access to the Leased Premises are in compliance with the Airport Security Program as required by FAA Regulations, FAR Part 107. **TENANT** must control and regulate any doors, openings or entrances to the Air Operations Area to prevent unauthorized access by persons and/or vehicles. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing and future security requirements of the Federal Aviation Administration, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any breach of said security requirements by **TENANT**, its officers, agents, employees, customers, invitee, subtenants, contractors, subcontractors or anyone for whose act **TENANT** may be liable.

15.7 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

15.8 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

15.9 DISPUTE RESOLUTION

Except as provided in Section 5.3 above for binding arbitration of renewal rent, all disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of Cumberland County, State of Maine. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration, subject to the following terms and conditions:

15.9.1 A request for arbitration shall be directed to the American Arbitration Association, under its commercial arbitration rules. The jurisdiction and authority of the arbitrator selected and the arbitrator's opinion and award shall be confined exclusively to the interpretation of the express provision or provisions of this Lease at issue between the parties and in accordance with the laws of the State of Maine. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of the Lease Agreement. The arbitrator shall not impose on either party hereto a limitation or obligation not expressly provided for in this Agreement.

15.9.2 The award shall be in writing and shall set forth the arbitrator's findings of fact and conclusions of law in a form sufficient to appraise the parties and any appellate court of the basis for the decision.

15.9.3 The award is subject to review by the Cumberland County Superior Court, sitting without a jury, which may affirm, modify or reverse the award pursuant to 14 M.R.S.A. Section 5927 et.seq. In

the event of any conflict between said statute and this Lease Agreement, this Lease Agreement shall prevail.

15.9.4 The review by the court shall be based upon the record of proceedings before the arbitrator, unless the court, by order, provides otherwise. The appellant shall have the responsibility to prepare the record of proceedings and its submission to the court; and, in so doing, shall observe the time periods and other responsibilities imposed on an appellant as though the review were a Maine Rules of Civil Procedure, Rule 80B appeal.

15.10 NOTICES

Except as otherwise provided in Article 12 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

Airport Manager
Portland International Jetport
1001 Westbrook Street
Portland, Maine 04101

with a copy to:

Director of Waterfront & Transportation Facilities
CITY of Portland, Maine
Marine Trade Center Suite 307
2 Portland Fish Pier
Portland, Maine 04101

and notices, consents and approvals to **TENANT** addressed to, or hand delivered to:

Henry A. Lauglin III
c/o Northeast Air
Portland International Jetport
Portland, Maine 04102

or such place as either party shall by written directive designate in the manner herein provided.

15.11 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto,

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basis for its undertakings herein contained:

(a) **TENANT** is a corporation duly organized under the laws of the State of Maine; it is wholly owned by Henry A. Laughlin III; it is in good standing under the laws of said State; has the power to enter into this Agreement; by proper corporate action has duly authorized the execution and delivery of this Agreement; and is in full compliance with all applicable Maine laws relating to the conduct of its business in Maine; and

(b) **TENANT** will occupy and possess the Leased Premises subject to the control and jurisdiction of the **CITY** in accordance with the terms hereof.

15.16 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming Force Majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

15.17 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law. In the event of such invalid provision, there will be added to this Lease Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

15.18 NON EXCLUSIVE RIGHTS

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Nothing herein contained shall be deemed to grant to **TENANT** any exclusive right or privilege within the meaning of section 308 of the Federal Aviation Act for the conduct of any activity at the Airport.

15.19 APPROVALS

Unless otherwise specified herein, all approvals of **CITY** shall mean approval by the Portland City Council.

15.20 RECORDS

The **CITY**, upon reasonable notice, shall have the right to inspect and audit the books, records and other data of the **TENANT** relating to the provisions and requirements hereof. All records related to operations at or from the Leased Premises shall be maintained by **TENANT** for a minimum of six (6) years.

15.21 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

15.22 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

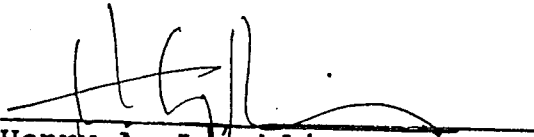
15.23 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

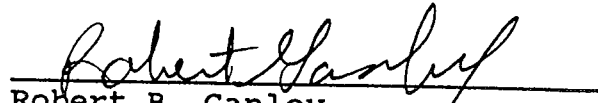
The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Portland, Maine.

LCL Associates

CITY OF PORTLAND, MAINE


Henry A. Laughlin III
President



Robert B. Ganley
City Manager

STATE OF MAINE
Cumberland, ss.

8/20, 1996

Personally appeared the above-named Robert B. Ganley, City Manager of the City of Portland, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of the municipal corporation.

Before me,


Notary Public/Attorney at Law
SONIA T. BEAN
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES SEP 10, 2002

STATE OF MAINE
Cumberland, ss.

July 29, 1996

Personally appeared the above-named Henry A. Laughlin III, President of LCL Associates as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of the corporation.

Before me,

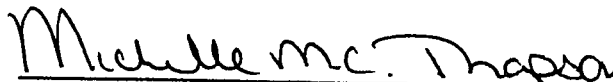

Notary Public/Attorney at Law

Exhibit 6

Stormwater Management Plan & Calculations



Stormwater Management Report

Northeast Air Fixed-Based Operator
1011 Westbrook Street
Portland, Maine 04102

General

The following Stormwater Management Plan has been prepared for Northeast Air to evaluate stormwater runoff and erosion control for the proposed parking lot and building expansion.

Project improvements will include a 45-space paved parking lot and expansion to the hangar building which includes a 2-story addition with a 6,750 sf footprint and a 1-story addition of 3,500 sf. Treating and controlling stormwater runoff from the site will be accomplished by a vegetated underdrained soil filter and two tree filters.

We designed this project in accordance with the General Standards of Maine Department of Environmental Protection's Stormwater Management Law, even though the proposed development size does not require a State of Maine DEP review or permit. The existing developments total impervious area is decreasing from 68,716 sf to 62,960 sf in the proposed development. Due to the decrease in impervious area, only stormwater treatment calculations have been done. As a result runoff has decreased and current pipe sizes will be maintained in the system downstream of the development.

Site Characteristics

The project site is located along Westbrook Street and Taxiway Charlie "C" at the Portland International Jetport. The site is identified as Lot 001 on Chart 205, Block A on the Portland tax map. The existing site is currently developed with a hangar and terminal facility. The existing terminal building will be razed and the hanger will be expanded. Proposed expansion to the hangar building includes a 2-story addition with a 6,750 sf footprint and a 1-story addition of 3,500 sf. A 45 space parking area and associated landscaped areas will be constructed in place of the existing terminal building facility. The existing topography generally slopes at a rate of 2-3% southeasterly across the site towards the taxiway "C". Runoff from the site drains into a closed stormwater management system which goes southeast under runway 18-36 and eventually discharges to the Fore River.

Stormwater Management

To mitigate peak runoff and treat stormwater we have proposed a vegetated underdrained soil filter along with two tree filter systems. The proposed underdrained soil filter has been designed in accordance with the latest MDEP Chapter 500 regulations and a sizing letter approved by the MDEP has been included for the Filterra tree filter systems. Stormwater runoff from the easterly portion of the proposed parking lot will be directed to the filter system by means of a 3' wide curb break. Stormwater will be detained within the soil filter's water quality volume (WQV) and slowly filtrate through the soil media filter where it will be conveyed via a 4" underdrain pipe to a catch basin which discharges directly into a proposed storm drain manhole (DMH-2). Stormwater runoff from a portion of the northerly parking area will be directed to tree filter system 2 to receive treatment and then be discharged by

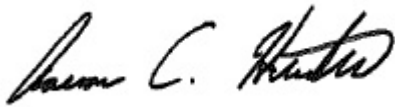
means of a 4" storm drain pipe into DMH-2. Stormwater runoff from the remainder of the parking area will be directed to tree filter system 1 to receive treatment and then be discharged by means of a 10" storm drain pipe into DMH-2. The proposed storm drain system continues from DMH-2 and eventually ties into the existing system at E-DMH1. The system then continues southeasterly under runway 18-36 and eventually discharges to the Fore River, as in the previous system.

Summary

The Northeast Air project will include a comprehensive grading, and post development treatment plan responsive to site characteristics, topographical conditions. We designed this project to meet the Maine Department of Environmental Protection's Stormwater Management Law. As presented in the analysis and depicted on the site plans, stormwater runoff discharging from the site will be collected and treated in combination with a vegetated underdrained soil filter and two tree filter systems. A site-specific erosion and sedimentation control plan is also proposed to address during and after construction conditions. Temporary erosion control measures will be implemented during the construction phase of the project as specified on the Erosion & Sedimentation Control Plan as provided on the site plans. Permanent erosion control measures have also been incorporated into the plan for long-term stabilization of the site.

Prepared by:

SEBAGO TECHNICS, INC.



Aaron C. Hunter, E.I.
Civil Engineer



Owens A. McCullough, P.E.
Vice President Engineering & Project Development

ACH/llg

SEBAGO TECHNICS, INC.
 75 John Roberts Road, Suite 1A
 South Portland, ME 04106
 (207) 856-0277 FAX (207) 856-2206

JOB 15149
 SHEET NO. 1 OF 1
 CALCULATED BY ACH DATE 8/24/2015
 CHECKED BY JRH
 FILE NAME 15149 WQV PRINT DATE 8/26/2015

Note: Underdrained Soil Filters are sized in accordance with Chapter 7 of the Maine Department of Environmental Protection BMPs Technical Design Manual, latest revision

Treatment Calculations for Proposed Underdrained Soil Filter #1 (UDSF-1)									
WQV Calculation									
(WQV = Water Quality Volume)									
Total Impervious Area =		7,488.2	sf						
Total Landscaped Area=		5,988.2	sf						
WQV Required= 1" x Impervious Area + 0.4"x Landscape Area =				823.6	cf				
WQV Provided =		1,207.0	cf @ 1.5' depth						
Treatment Factor Calculation									
TF=0.4 * (BMPST/BMP _{TF})=		0.27							
Min TF=		0.25							
Filterbed Area Calculation									
Filterbed Area Required = 0.05 x Impervious + 0.02 x Landscape =				494.2	sf				
Filterbed Area Provided=		502.0	sf						

SEBAGO TECHNICS, INC.
 75 John Roberts Road, Suite 1A
 South Portland, ME 04106
 (207) 856-0277 FAX (207) 856-2206

JOB 15149
 SHEET NO. 1 OF 1
 CALCULATED BY ACH DATE 8/24/2015
 CHECKED BY JRH
 FILE NAME 15149 Filterra PRINT DATE 8/27/2015

Sizing Calculation for Proposed Tree Filter System #1 (TFS-1)				Filtterra Bioretention System Sizing Table	
				Note: Please see attached permit order approval from the Maine Department of Environmental Protection	
Area Tributary to TFS-1				Filtterra Model Number	Area in Acres
Total Impervious Area=	13,893	sf		4'x6' or 6'x4'	Up to 0.17
Total Landscaped Area=	4,849	sf		4'x8' or 8'x4'	0.18 - 0.22
Total Development Area=	18,742	sf =	0.43 acres	6'x6'	0.23 - 0.25
Required Filtterra Model Number =	6'x12' or 12x6'			6'x8' or 8'x6'	0.26 - 0.33
Provided Filtterra Model Number=	12'x6'			6'x10' or 10'x6'	0.34 - 0.42
				6'x12' or 12'x6'	0.43 - 0.50
				7'x13' or 13'X7'	0.51 - 0.63
Sizing Calculation for Proposed Tree Filter System #2 (TFS-2)					
Area Tributary to TFS-2					
Total Impervious Area=	3,689	sf			
Total Landscaped Area=	562	sf			
Total Development Area=	4,251	sf =	0.01 acres		
Required Filtterra Model Number =	4'x6' or 6'x4'				
Provided Filtterra Model Number=	6'x4'				



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



PAUL R. LEPAGE
GOVERNOR

PATRICIA W. AHO
COMMISSIONER

January 21, 2015

Stormwater Regulatory Manager
Filterra Bioretention Systems
Contech Engineered Solutions
11352 Virginia Precast Road
Ashland, VA 23005
ATTN: Chris French

Dear Mr. French:

The Filterra Bioretention System (FBS) was permitted for use by the Department of Environmental Protection (Department) on November 12, 2009, as part of a stormwater treatment train that included the use a StormTech Isolator Row following the structure as an approved alternative to the General Standards (Section 4.B.) of the Stormwater Management Rules (Chapter 500), and as described in Chapter 7.5 of Volume III of the Maine Stormwater Management BMP Manual.

Based on the testing data provided, the currently approved FBS provides sufficient treatment without the use of the StormTech Isolator Row. And pending establishment of an appropriate rainfall intensity rate that would allow for the full treatment of 90% of an average annual runoff volume, this letter is to inform you that the Department will review and approve, on a case-by-case basis, the interim use of the FBS when sized, installed and maintained in accordance with the following provisions:

1. The structure may be a standard concrete box or a soft shell system that is filled with the Filterra engineered filter media, provided it is sized to meet the requirements of the General Standards (Section 4.B.) and is installed, operated and maintained in accordance with the manufacturer's specifications.
2. The FBS must be sized in accordance with the manufacturer's standard New England testing results and revised sizing guidelines outlined in the following table to treat 90% of the annual runoff volume:

Filterra Model Number	Area in Acres
4'x6' or 6'x4'	Up to 0.17
4'x8' or 8'x4'	0.18 - 0.22
6'x6'	0.23 - 0.25
6'x8' or 8'x6'	0.26 - 0.33
6'x10' or 10'x6'	0.34 - 0.42
6'x12' or 12'x6'	0.43 - 0.50
7'x13' or 13'x7'	0.51 - 0.63

\$20,000

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769
(207) 764-0477 FAX: (207) 760-3143

3. When designed with the standard curb inlet design, the FBS must be configured "off-line" with the surface elevation at the FBS unit being up gradient of an overflow inlet. When designed with the grated inlet design, the FBS must incorporate an internal bypass and will not require an overflow inlet. The applicant must demonstrate that the proposed design meets all the manufacturer's specifications prior to submission for Department approval. Review and approval of the proposed design by the manufacturer will be sufficient to demonstrate conformance with the manufacturer's specifications.

4. The treated flow and bypass flow must be combined and directed to a detention system/structure that will store the water quality/channel protection volume (WQv) consisting of the first 1.0 inch of runoff from impervious areas and 0.4 inch of runoff from lawns and landscaped areas. An external outlet control structure must control the flow out of the system and the WQv must be detained for a minimum of 24 hours and a maximum of 48 hours.

5. When a boxed structure is proposed, the FBS must be delivered to the site with the engineered filter media and plumbing fully installed. The concrete box must be sealed to prevent debris and sediment from entering the system during construction. The activation of the FBS and opening of the protective mesh cover, installation of plant(s) and mulch layers as necessary, can be performed only by the supplier (Americast or its authorized dealer). The activation process must not commence until the project site is fully stabilized and cleaned (i.e., full landscaping, grass cover, final paving and street sweeping completed), minimizing the risk of construction materials contaminating the FBS system.

6. When a soft shell structure is proposed, the FBS(s) must be built on site and must include all the components of a boxed structure. The FBS must be designed per the manufacturer's specifications and must be installed on-site by the manufacturer's representative.

7. A five-year binding inspection and maintenance contract must be provided prior to review and approval by the Department, and must be renewed before contract expiration. The first year's maintenance must be provided by the manufacturer to ensure that the system is operating according to the established specifications. Said contract will be with a professional with knowledge of erosion and stormwater control, including a detailed working knowledge of the proposed Best Management Practices.

8. The overall stormwater management design must meet all Department criteria and sizing specifications and shall be reviewed and approved by the Department prior to use.

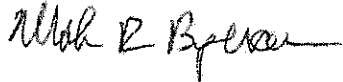
9. This approval is conditional to on-the-ground experience confirming that the FBS's pollutant removal efficiency and sizing are appropriate. The "permit shield" provision (Section 14) of the Chapter 500 rules will apply, and the Department will not require the replacement of the system if pollutant removals do not satisfy the General Standard Best Management Practices.

We look forward to working with you as these stormwater management structures are installed on new projects. And, we hope that this stormwater BMP will be included in our manual in the near future.

Letter to Chris French
January 21, 2015
Page 3 of 3

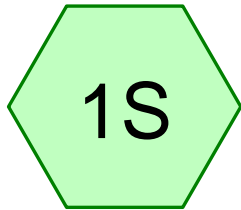
Questions concerning this decision should be directed to Marianne Hubert at (207) 215-6485 or Jeff Dennis at (207) 215-6376.

Sincerely,

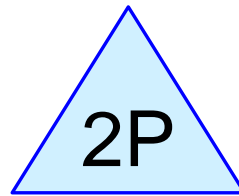
A handwritten signature in black ink, appearing to read "Mark R. Bergeron". The signature is written in a cursive style with a horizontal line at the end.

Mark Bergeron, P.E.
Director, Division of Land Resource Regulation
Bureau of Land & Water Quality

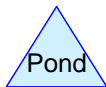
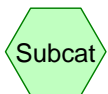
C: Don Witherill, Maine DEP



(new Subcat)



UDSF 1



15149 Drainage Model

Prepared by Sebago Technics

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Type III 24-hr 25yr Rainfall=5.50"

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Page 2

Time span=0.00-36.00 hrs, dt=0.01 hrs, 3601 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: (new Subcat)

Runoff Area=13,476 sf 55.57% Impervious Runoff Depth=4.36"
Tc=5.0 min CN=90 Runoff=1.57 cfs 0.112 af

Pond 2P: UDSF 1

Peak Elev=56.40' Storage=1,382 cf Inflow=1.57 cfs 0.112 af
Outflow=1.51 cfs 0.085 af

15149 Drainage Model

Type III 24-hr 25yr Rainfall=5.50"

Prepared by Sebago Technics

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Page 3

Summary for Subcatchment 1S: (new Subcat)

Runoff = 1.57 cfs @ 12.07 hrs, Volume= 0.112 af, Depth= 4.36"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-36.00 hrs, dt= 0.01 hrs
Type III 24-hr 25yr Rainfall=5.50"

Area (sf)	CN	Description
* 7,488	98	Paved parking, sidewalks
5,988	80	>75% Grass cover, Good, HSG D
13,476	90	Weighted Average
5,988		44.43% Pervious Area
7,488		55.57% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Summary for Pond 2P: UDSF 1

Inflow Area = 0.309 ac, 55.57% Impervious, Inflow Depth = 4.36" for 25yr event
 Inflow = 1.57 cfs @ 12.07 hrs, Volume= 0.112 af
 Outflow = 1.51 cfs @ 12.09 hrs, Volume= 0.085 af, Atten= 4%, Lag= 1.3 min
 Primary = 1.51 cfs @ 12.09 hrs, Volume= 0.085 af

Routing by Stor-Ind method, Time Span= 0.00-36.00 hrs, dt= 0.01 hrs
 Peak Elev= 56.40' @ 12.09 hrs Surf.Area= 1,207 sf Storage= 1,382 cf
 Flood Elev= 57.75' Surf.Area= 1,878 sf Storage= 3,458 cf

Plug-Flow detention time= 141.1 min calculated for 0.085 af (75% of inflow)
 Center-of-Mass det. time= 57.2 min (843.9 - 786.6)

Volume	Invert	Avail.Storage	Storage Description
#1	54.75'	3,943 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
54.75	502	0	0
55.00	588	136	136
56.00	1,016	802	938
57.00	1,494	1,255	2,193
58.00	2,006	1,750	3,943

Device	Routing	Invert	Outlet Devices
#1	Primary	52.40'	12.0" Round Culvert L= 6.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 52.40' / 52.30' S= 0.0167 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 0.79 sf
#2	Device 1	56.25'	24.0" x 24.0" Horiz. Orifice/Grate C= 0.600 Limited to weir flow at low heads

15149 Drainage Model

Prepared by Sebago Technics

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Type III 24-hr 25yr Rainfall=5.50"

Printed 8/26/2015

Page 4

Primary OutFlow Max=1.50 cfs @ 12.09 hrs HW=56.40' (Free Discharge)

└─1=Culvert (Passes 1.50 cfs of 7.07 cfs potential flow)


└─2=Orifice/Grate (Weir Controls 1.50 cfs @ 1.26 fps)

Hydrologic Soil Group—Cumberland County and Part of Oxford County, Maine



MAP LEGEND

Area of Interest (AOI)









 Area of Interest (AOI)

Soils

Soil Rating Polygons





 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Lines


 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Points






 A
 A/D
 B
 B/D

 C
 C/D
 D
 Not rated or not available


Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Cumberland County and Part of Oxford County, Maine
 Survey Area Data: Version 9, Sep 13, 2014

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 31, 2013—Aug 11, 2013

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Hydrologic Soil Group— Summary by Map Unit — Cumberland County and Part of Oxford County, Maine (ME005)				
Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
BuB	Buxton silt loam, 3 to 8 percent slopes	D	0.2	2.4%
Sn	Scantic silt loam, 0 to 3 percent slopes	D	7.3	97.6%
Totals for Area of Interest			7.5	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

INSPECTION, MAINTENANCE, AND HOUSEKEEPING PLAN

**Northeast Air Fixed-Based Operator
1011 Westbrook Street
Portland, Maine 04102**

Introduction

The following plan outlines the anticipated inspection and maintenance procedures for the erosion and sedimentation control measures as well as stormwater management facilities for the project. This plan also outlines several housekeeping requirements that shall be followed during and after construction. These procedures shall be followed in order to ensure the intended function of the designed measures and to prevent unreasonably adverse impacts to the surrounding environment.

The procedures outlined in this Inspection, Maintenance and Housekeeping Plan are provided as an overview of the anticipated practices to be used on this site. In some instances, additional measures may be required due to unexpected conditions. For additional detail on any of the erosion and sedimentation control measures or stormwater management devices to be utilized on this project, refer to the most recently revised edition of the "Maine Erosion and Sedimentation Control BMP" manual and/or the "Stormwater Management for Maine: Best Management Practices" manual as published by the Maine Department of Environmental Protection (MDEP).

During Construction

1. **Inspection:** During the construction process, it is the Contractor's responsibility to comply with the inspection and maintenance procedures outlined in this section. These responsibilities include inspecting disturbed and impervious areas, erosion control measures, materials storage areas that are exposed to precipitation, and locations where vehicles enter or exit the site. These areas shall be inspected at least once a week as well as before and after a storm event, and prior to completing permanent stabilization measures. A person with knowledge of erosion and stormwater control, including the standards and conditions in any applicable permits, shall conduct the inspections.
2. **Maintenance:** All measures shall be maintained in an effective operating condition until areas are permanently stabilized. If Best Management Practices (BMPs) need to be maintained or modified, additional BMPs are necessary, or other corrective action is needed, implementation must be completed within 7 calendar days and prior to any storm event (rainfall).
3. **Documentation:** A log summarizing the inspections and any corrective action taken must be maintained on-site. The log must include the name(s) and qualifications of the person making the inspections, the date(s) of the inspections, and major observations about the operation and maintenance of erosion and sedimentation controls, material storage areas, and vehicle access points to the site. Major observations must include BMPs that need maintenance, BMPs that failed to operate as designed or proved inadequate for a particular location, and locations where additional BMPs are needed. For each BMP requiring maintenance, BMP needing replacement, and location needing additional BMPs, note in the log the corrective action taken and when it was taken. The log must be made accessible to the appropriate regulatory agency upon request. The permittee shall retain a copy of the log for a period of at least three years from the completion of permanent

stabilization.

4. **Specific Inspection and Maintenance Tasks:** The following is a list of erosion control and stormwater management measures and the specific inspection and maintenance tasks to be performed during construction.

A. Sediment Barriers:

- Hay bale barriers, silt fences, and filter berms shall be inspected immediately after each rainfall and at least daily during prolonged rainfall.
- If the fabric on a silt fence or filter barrier should decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, it shall be replaced.
- Sediment deposits should be removed after each storm event. They must be removed before deposits reach approximately one-half the height of the barrier.
- Filter berms shall be reshaped as needed.
- Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required should be dressed to conform to the existing grade, prepared, and seeded.

B. Riprap Materials:

- Once a riprap installation has been completed, it should require very little maintenance. It shall, however, be inspected periodically to determine if high flows have caused scour beneath the riprap or dislodged any of the stone.

C. Erosion Control Blankets:

- Inspect these reinforced areas semi-annually and after significant rainfall events for slumping, sliding, seepage, and scour. Pay close attention to unreinforced areas adjacent to the erosion control blankets, which may experience accelerated erosion.
- Review all applicable inspection and maintenance procedures recommended by the specific blanket manufacturer. These tasks shall be included in addition to the requirements of this plan.

D. Stabilized Construction Entrances/Exits:

- The exit shall be maintained in a condition that will prevent tracking of sediment onto public rights-of-way.
- When the control pad becomes ineffective, the stone shall be removed along with the collected soil material. The entrance should then be reconstructed.
- Areas that have received mud-tracking or sediment deposits shall be swept or washed. Washing shall be done on an area stabilized with aggregate, which drains into an approved sediment-trapping device (not into storm drains, ditches, or waterways).

E. Temporary Seed and Mulch:

- Mulched areas should be inspected after rain events to check for rill erosion.
- If less than 90% of the soil surface is covered by mulch, additional mulch shall be applied in bare areas.
- In applications where seeding and mulch have been applied in conjunction with erosion control blankets, the blankets must be inspected after rain events for dislocation or undercutting.
- Mulch shall continue to be reapplied until 95% of the soil surface has established temporary vegetative cover.

F. Stabilized Temporary Drainage Swales:

- Sediment accumulation in the swale shall be removed once the cross section of the swale is reduced by 25%.
- The swales shall be inspected after rainfall events. Any evidence of sloughing of the side slopes or channel erosion shall be repaired and corrective action should be taken to prevent reoccurrence of the problem.
- In addition to the stabilized lining of the channel (i.e. erosion control blankets), stone check dams may be needed to further reduce channel velocity.

5. **Housekeeping:** The following general performance standards apply to the proposed project.

- A. Spill prevention: Controls must be used to prevent pollutants from being discharged from materials on-site, including storage practices to minimize exposure of the materials to stormwater, and appropriate spill prevention, containment, and response planning and implementation.
- B. Groundwater protection: During construction, liquid petroleum products and other hazardous materials with the potential to contaminate groundwater may not be stored or handled in areas of the site draining to an infiltration area. An "infiltration area" is any area of the site that by design or as a result of soils, topography and other relevant factors, accumulates runoff that infiltrates into the soil. Dikes, berms, sumps, and other forms of secondary containment that prevent discharge to groundwater may be used to isolate portions of the site for the purposes of storage and handling of these materials.
- C. Fugitive sediment and dust: Actions must be taken to insure that activities do not result in noticeable erosion of soils or fugitive dust emissions during or after construction. Oil may not be used for dust control.
- D. Debris and other materials: Litter, construction debris, and chemicals exposed to stormwater must be prevented from becoming a pollutant source.
- E. Trench or foundation dewatering: Trench dewatering is the removal of water from trenches, foundations, cofferdams, ponds, and other areas within the construction area that retain water after excavation. In most cases, the collected water is heavily silted and hinders correct and safe construction practices. The collected water must be removed from the ponded area, either through gravity or pumping, and must be spread through natural wooded buffers or removed to areas that are specifically designed to collect the maximum amount of sediment possible, like a cofferdam sedimentation basin. Avoid allowing the water to flow over disturbed areas of the site. Equivalent

measures may be taken if approved.

Post-Construction

1. **Inspection:** After construction, it is the responsibility of the owner or assigned heirs to comply with the inspection and maintenance procedures outlined in this section. All measures must be maintained in effective operating condition. The owner or operator of a BMP shall hire a qualified post-construction stormwater inspector to at least annually, inspect the BMPs, including but not limited to any parking areas, catch basins, drainage swales, detention basins and ponds, pipes and related structures, in accordance with all municipal and state inspection, cleaning and maintenance requirements of the approved post-construction stormwater management plan.

2. **Specific Inspection and Maintenance Tasks:** The following is a list of permanent erosion control and stormwater management measures and the inspection and maintenance tasks to be performed after construction. If the BMP requires maintenance, repair or replacement to function as intended by the approved post-construction stormwater management plan, the owner or operator of the BMP shall take corrective action(s) to address the deficiency or deficiencies as soon as possible after the deficiency is discovered and shall provide a record of the deficiency and corrective action(s) to the department of public services (“DPS”) in the annual report
 - A. **Vegetated Areas:**
 - Inspect vegetated areas, particularly slopes and embankments, early in the growing season or after heavy rains to identify active or potential erosion problems.
 - Replant bare areas or areas with sparse growth. Where rill erosion is evident, armor the area with an appropriate lining or divert the erosive flows to on-site areas able to withstand the concentrated flows.

 - B. **Ditches, Swales and Other Open Channels:**
 - Inspect ditches, swales, level spreaders and other open stormwater channels in the spring, in the late fall, and after heavy rains to remove any obstructions to flow. Remove accumulated sediments and debris, remove woody vegetative growth that could obstruct flow, and repair any erosion of the ditch lining.
 - Vegetated ditches must be mowed at least annually or otherwise maintained to control the growth of woody vegetation and maintain flow capacity.
 - Any woody vegetation growing through riprap linings must also be removed. Repair any slumping side slopes as soon as practicable.
 - If the ditch has a riprap lining, replace riprap in areas where any underlying filter fabric or underdrain gravel is showing through the stone or where stones have dislodged.

 - C. **Culverts:**
 - Inspect culverts in the spring, in the late fall, and after heavy rains to remove

- any obstructions to flow.
- Remove accumulated sediments and debris at the inlet, at the outlet, and within the conduit.
- Inspect and repair any erosion damage at the culvert's inlet and outlet.

D. Removal of Winter Sand:

- Clear accumulations of winter sand in parking lots and along roadways at least once a year, preferably in the spring.
- Accumulations on pavement may be removed by pavement sweeping.
- Accumulations of sand along road shoulders may be removed by grading excess sand to the pavement edge and removing it manually or by a front-end loader or other acceptable method.

E. Underdrained Soil Filter:

- During the first year, the basin shall be inspected semi-annually and following major storm events.
- Debris and sediment buildup shall be removed from the forebay and basin as needed. Mowing of a grassed basin can occur semiannually to a height no less than 6 inches. Any bare area or erosion rills shall be repaired with new filter media or sandy loam then seeded and mulched. Maintaining good grass cover will minimize clogging with fine sediments and if ponding exceeds 48 hours, the top of the filter bed must be rototilled to reestablish the soil's filtration capacity.
- The soil filter should be inspected after every major storm in the first year to be sure it is functioning properly. Thereafter, the filter should be inspected at least once every six months to ensure that it is draining within 48 hours following a one inch storm or greater. Following storms that fill the system and overflow is observed, the soil filter should drain in no less than 36 to 60 hours. If the system drains too fast, an orifice may need to be added on the underdrain outlet or, if already present, may need to be modified.
- Soil Filter Replacement: The top several inches of the filter shall be replaced with fresh material when water ponds on the surface of the bed for more than 72 hours. Removed sediments should be disposed of in an acceptable manner.
- Sediment Removal: Sediment and plant debris should be removed from the pretreatment structure at least annually.
- Mowing: If mowing is desired, only handheld string trimmers or push-mowers are allowed on the filter (no tractor) and the grass bed should be mowed no more than 2 times per growing season to maintain grass heights of no less than 6 inches.
- Fertilization: Fertilization of the underdrained filter area should be avoided unless absolutely necessary to establish vegetation.
- Harvesting and Weeding: Harvesting and pruning of excessive growth will need to be done occasionally. Weeding to control unwanted or invasive plants may also be necessary.

F. Tree Filter System

- Inspection of the system structure and media.
- Removal of trash and silt from the filter surface.

- Replacement of the surface mulch layer annually.
- Complete replacement of the soil media is generally required only as part of a spill clean-up.
- Pruning of vegetation. If the vegetation is in dead or in poor health, it will require replacement.
- Appropriate disposal of all refused items.

3. Documentation:

- A. The owner or operator of a BMP or a qualified post-construction stormwater inspector hired by that person, shall, on or by June 30 of each year, provide a completed and signed certification to DPS in a form provided by DPS, certifying that the person has inspected the BMP(s) and that they are adequately maintained and functioning as intended by the approved post-construction stormwater management plan, or that they required maintenance or repair, including the record of the deficiency and corrective action(s) taken.
- B. A log summarizing the inspections and any corrective action taken must be maintained. The log must include the name(s) and qualifications of the person making the inspections, the date(s) of the inspections, and major observations about the operation and maintenance of controls. Major observations must include BMPs that need maintenance, BMPs that failed to operate as designed or proved inadequate for a particular location, and locations where additional BMPs are needed. For each BMP requiring maintenance, BMP needing replacement, and location needing additional BMPs, note in the log the corrective action taken and when it was taken. The log must be made accessible to the appropriate regulatory agency upon request. A sample “Stormwater Inspection and Maintenance Form” has been included as Attachment 1 of this Inspection, Maintenance, and Housekeeping Plan.

- 4. Duration of Maintenance:** Perform maintenance as described and required for any associated permits unless and until the system is formally accepted by a municipality or quasi-municipal district, or is placed under the jurisdiction of a legally created association that will be responsible for the maintenance of the system. If a municipality or quasi-municipal district chooses to accept a stormwater management system, or a component of a stormwater system, it must provide a letter to the MDEP stating that it assumes responsibility for the system. The letter must specify the components of the system for which the municipality or district will assume responsibility, and that the municipality or district agrees to maintain those components of the system in compliance with MDEP standards. Upon such assumption of responsibility, and approval by the MDEP, the municipality, quasi-municipal district, or association becomes a co-permittee for this purpose only and must comply with all terms and conditions of the permit.

Attachments

Attachment 1 – Sample Stormwater Inspection and Maintenance Log Form

ATTACHMENT 1 - STORMWATER INSPECTION AND MAINTENANCE LOG

**Northeast Air Fixed-Based Operator
1011 Westbrook Street
Portland, Maine 04102**

This log is intended to accompany the Inspection, Maintenance and Housekeeping Plan for the proposed building expansion and parking lot at 1011 Westbrook Street, Portland, Maine. The following items shall be checked, cleaned and maintained on a regular basis as specified in the Maintenance Plan and as described in the table below. This log shall be kept on file for a minimum of five (5) years and shall be available for review by the municipality. Qualified personnel familiar with drainage systems shall perform all inspections. Attached is a copy of the construction and post-construction maintenance logs.

	INSPECTOR NAME	DATE PERFORMED	SUGGESTED INTERVAL
Vegetated Areas			
Inspect all slopes and embankments			Annually
Replant bare areas or areas with sparse growth			Annually
Gravel Surfaces			
Clear accumulated winter sand			Annually
Remove sediment along edges and in pockets			Annually
Ditches & Swales			
Remove any obstructions and accumulated sediments and debris			Monthly
Repair any erosion of ditch lining			Annually
Mow vegetated ditches			Annually
Remove woody vegetation growing through riprap			Annually
Repair any slumping side slopes			Annually
Replace riprap where stones have dislodged			Annually
Culverts			
Remove accumulated sediments and debris at the inlet, outlet, within conduit			Annually
Repair any erosion at inlet and outlet			Annually
Sump Depth			Annually
Underdrained Soil Filter			
Remove sediment & debris			Monthly
Remove weeds			Monthly (during growing season)
Erosion (side slopes, embankment)			Monthly
Inspection after major storm to verify proper function			Bi-Annually
Mowed			As-needed
Tree Filter System			
Inspect system structure and media			Annually

Remove trash and other debris			Annually
Replace mulch layer and tree pruning			Annually

Exhibit 7

Evidence of Utility Capacity to Serve



August 17, 2015
15149

Frank Brancely
City of Portland, Public Services
55 Portland Street
Portland, ME 04101

Request for Sewer Capacity to Serve Letter
1011 Westbrook Street, Portland, Maine

Dear Mr. Brancely:

On behalf of Northeast Air, we respectfully request a letter of capacity to provide sewer for the proposed expansion to the existing Northeast Air operations facility in Portland, Maine. The project site is located along Westbrook Street and Taxiway Charlie "C". The site is identified as Lot 001 on Chart 205, Block A on the Portland tax map. A location map is attached for reference.

The existing site is comprised of a hangar and terminal facility. The existing terminal building will be razed and the hangar will be expanded. Proposed expansion to the hangar building includes a 2-story addition with a 6,750 sf footprint and a 1-story addition of 3,500 sf. Associated parking and landscaped areas will be added as well.

It is understood that there is currently a sewer pipe in Westbrook Street that has a 4" service lateral to the existing hangar building. We plan to continue to use this existing 4" sewer service to take care of the expanded building's needs. There is not expected to be a significant increase in usage.

We are hopeful that there is sufficient capacity to serve the proposed project and await your response. If there are any maps showing the current sewer infrastructure and service cards could you please attach them for us. In the interim, please call with any questions or if you require additional information. Thank you for your consideration.

Sincerely,

SEBAGO TECHNICS, INC.

A handwritten signature in black ink that reads "Aaron C. Hunter".

Aaron Hunter
Civil Engineer, E.I.

ACH:llg
Enc.



August 17, 2015
15149

Glissen Havu
Portland Water District
225 Douglas Street, PO Box 353
Portland, ME 04104

Request for Water Capacity to Serve Letter
1011 Westbrook Street, Portland, Maine

Dear Ms. Havu:

On behalf of Northeast Air, we respectfully request a letter of capacity to provide water for the proposed expansion to the existing Northeast Air operations facility in Portland, Maine. The project site is located along Westbrook Street and Taxiway Charlie "C". The site is identified as Lot 001 on Chart 205, Block A on the Portland tax map. A location map is attached for reference.

The existing site is comprised of a hangar and terminal facility. The existing terminal building will be razed and the hangar will be expanded. Proposed expansion to the hangar building includes a 2-story addition with a 6,750 sf footprint and a 1-story addition of 3,500 sf. Associated parking and landscaped areas will be added as well.

It is understood that there is currently a 12" main in Westbrook Street that tee's off toward the existing hangar building with a 6" service that connects to the building's sprinkler riser. Off of the 6" service is a 2" service that provides domestic water. We plan to continue to use this existing 2" water service to supply the expanded building's needs. There is not expected to be a significant increase in water usage.

We are hopeful that there is sufficient capacity to serve the proposed project and await your response. If there are any maps showing the current water infrastructure and service cards could you please attach them for us. In the interim, please call with any questions or if you require additional information. Thank you for your consideration.

Sincerely,

SEBAGO TECHNICS, INC.

A handwritten signature in black ink that reads "Aaron C. Hunter".

Aaron Hunter
Civil Engineer, E.I.

ACH:llg
Enc.

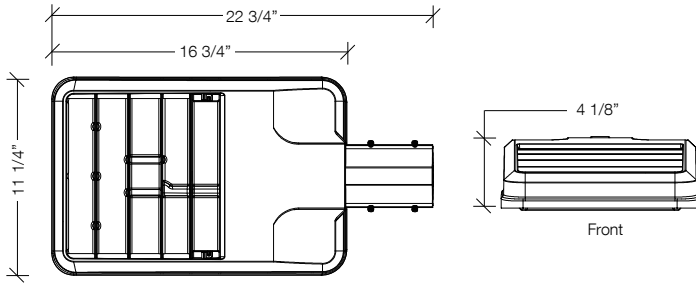
Exhibit 8

Lighting Specifications

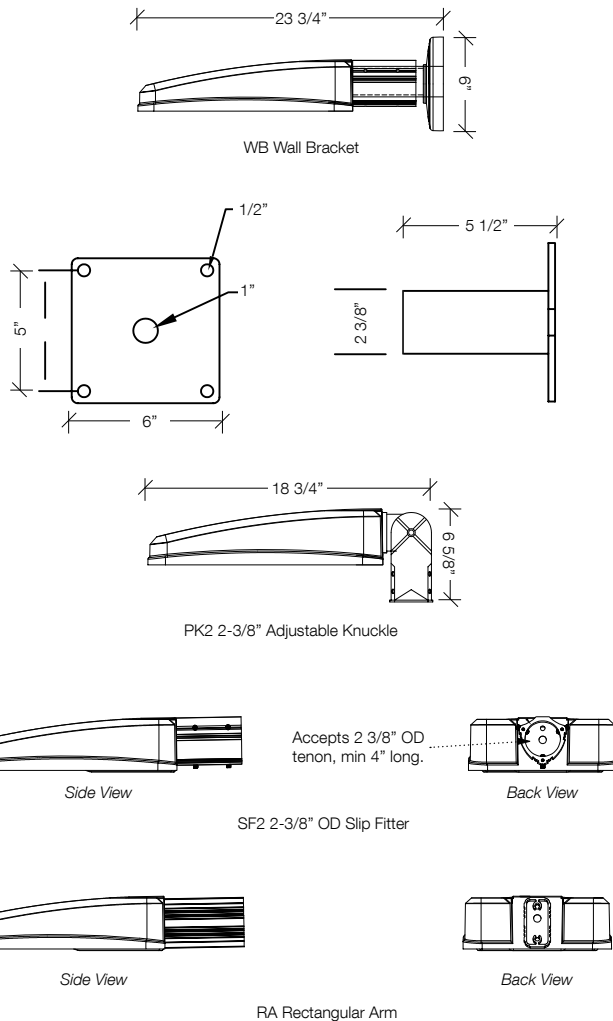
Type: _____
 Project Name: _____
 Notes: _____

Sample	VP-S	30NB-90	5K	T5R	UNV	PCR-TL	SF2	GENIXX	BLC	RA	BBT
Ordering	[] / [] / []	[] / [] / []	[] / [] / []	[] / [] / []	[] / [] / []	[] / [] / []	[] / [] / []	[] / [] / []	[] / [] / []	[] / [] / []	[] / [] / []
	A	B	C	D	E	F	G	H	I	J	K

DETAILS



MOUNTING OPTIONS



A. MODEL

VP-S Viper - Small

B. ENGINE-WATTS

- 22NB-50** 50 Watts - LED Array
- 22NB-70** 70 Watts - LED Array
- 30NB-70** 70 Watts - LED Array
- 30NB-90** 90 Watts - LED Array

C. CCT - COLOR TEMP

- 5K** 5000K (std.)
- 4K** 4000K
- 3K** 3000K

D. OPTICS⁶

- T1** type I
- T2** type II
- T3** type III
- T4** type IV
- T5R** type V, rectangular
- T5QM** type V, square medium
- T5W** type V, round wide
- FR** front row auto optic

E. VOLTAGE

- UNV** 120-277V
- 347V** 347V
- 480V** 480V

F. ELECTRICAL OPTIONS

- PCR-TL** photocell, twist-lock
- PCR-SC** photocell, shorting cap
- 2PF** dual power feed ^{1,2}

G. SENSOR OPTIONS

- OCS** occupancy sensor (on/off)
- MDD** motion dimming detector

H. CONTROL OPTIONS

- GENI-XX** Energeni⁵

I. HOUSE SIDE SHIELD OPTIONS

- HSS-90** house side shield 90°
- HSS-180** house side shield 180°
- BLC** backlight control⁴

J. MOUNTING OPTIONS

- RA** rectangular arm
- SF2** 2 3/8" OD slip-fitter
- PK2** 2 3/8" adjustable knuckle
- WB** wall bracket

K. COLOR

- BBT** basic black textured
- BMT** black matte textured
- WHT** white textured
- MBT** metallic bronze textured
- BZT** bronze textured
- DBT** dark bronze textured
- GYS** gray smooth
- DPS** dark platinum smooth
- GNT** green textured
- MST** metallic silver textured
- MTT** metallic titanium textured
- OWI** old world iron
- RAL** _____

CERTIFICATIONS/LISTINGS



Certification Data: UL/cUL Wet Location Listed, LM79/LM80 Compliant, IDA Approved, 3G Vibration Rated, DesignLights Consortium[®] Qualified³

¹ not available with 64NB-135

² not available @ 347V or 480V input

³ DesignLights Consortium Qualified. Refer to www.designlights.org Qualified Products List under Family Models for details.

⁴ T4 optic only

⁵ When ordering Energeni, specify the routine setting code (example GENI-04). See Energeni brochure and instructions for setting table and options. Not available with sensor options.

⁶ To rotate optics Left or right 90 degrees, specify L or R after the optical distribution example T4L.

VIPER - SMALL (LED)

Small Viper Luminaire

Max Weight: 15.0 lbs

Max EPA: 0.67 sq ft

General: The Beacon Viper luminaire is available in two sizes with a wide choice of different LED Wattage configurations and optical distributions designed to replace HID lighting up to 1000W MH or HPS and with 5 different mounting options for application in a wide variety of new and existing installations. Luminaires are suitable for wet locations.

Bezel Optic System: Each Viper luminaire is supplied with an one piece optical cartridge system consisting of an LED engine, LED lamps, optics, gasket and stainless steel bezel. The cartridge is held together with internal brass standoffs soldered to the board so that it can be field replaced as a one piece optical system. Two-piece silicone and micro-cellular polyurethane foam gasket ensures a weather-proof seal around each individual LED.

The optical cartridge is secured to the die cast housing with fasteners. The optics are held in place without the use of adhesives. The cartridge assembly is available in various lighting distributions using TIR designed acrylic optical lenses over each LED.

Lifesield™ Circuit: Thermal circuit shall protect the luminaire from excessive temperature by interfacing with the 0-10V dimmable drivers to reduce drive current as necessary. The factory-preset temperature limits shall be designed to ensure maximum hours of operation to assure L70 rated lumen maintenance. The device shall activate at a specific, factory-preset temperature, and progressively reduce power over a finite temperature range.

A luminaire equipped with the device may be reliably operated in any ambient temperature up to 55°C (131°F). The thermal circuit will allow higher maximum Wattages than would be permissible on an unregulated luminaire (if some variation in light output is permissible), without risk of premature LED failure or lumen depreciation. Operation shall be smooth and undetectable to the eye. Thermal circuit shall directly measure the temperature at the LED solder point. Thermal circuit shall consist of surface mounted components mounted on the LED engine (printed circuit board). For maximum simplicity and reliability, the device shall have no dedicated enclosure, circuit board, wiring harness, gaskets, or hardware. Device shall have no moving parts, and shall operate entirely at low voltage. The device shall be located in an area of the luminaire that is protected from the elements. Thermal circuit shall be designed to “fail on”, allowing the luminaire to revert to full power in the event of an interruption of its power supply, or faulty wiring connection to the drivers.

Device shall be able to co-exist with other 0-10V control devices (occupancy sensors, external dimmers, etc.). The device will effectively control the solder point temperature as needed; otherwise it will allow the other control device(s) to function unimpeded.

Printed Circuit Board (PCB): Aluminum thermal clad board with 0.062” thick aluminum base layer, thermally conductive dielectric layer, 0.0014” thick copper circuit layer circuit layer designed with copper pours to minimize thermal impedance across dielectric. Board will be mounted to the heat sink using minimum 12 #4-40 screws to ensure contact with thermal pad and heat sink. Use of thermal grease will not be allowed.

Housing and LED Thermal Management: The Viper[®] monolithic housing design creates over 4.5 square feet (small Viper) or 7.7 square feet (large Viper) of heat-sinking surface area. Vertical fins, combined with flow-thru openings prevent sediment and moisture buildup on critical heat sinking surfaces without the need for grates, screens or other debris control tactics. The Viper housing, electrical compartment and fitter are made from die cast aluminum that is pre-treated and powder-coated to meet the most rugged industry standards. The finish is corrosion resistant to meet ASTM-B-117, resists cracking or loss of adhesion per ASTM D522, resists surface impacts of up to 160 inch-pound. All external hardware is corrosion resistant. The housing serves as a heat-sink for the LED bezel with a separate compartment for the drivers.

Electrical Assembly: The fixture electrical compartment shall contain all LED driver components and shall be provided with a push-button terminal block for AC power connections. The housing is designed for an optional twist lock photo control receptacle.

Accessibility: Although the Viper luminaire is designed to operate for many years without maintenance, accessibility is a key component in its design. The Drivers are mounted on a removable door that is secured with keyslotted screws and hinges down for convenient access. The drivers are field replaceable using quick disconnects.

Drivers: Luminaires are equipped with an LED driver that accepts 100V through 277V, 50 Hz to 60 Hz (UNIV), or a driver that accepts 347V or 480V input. Power factor is .92 at full load. All electrical components are rated at 50,000 hours at full load and 25°C ambient conditions per MIL- 217F Notice 2. Dimming drivers are standard, with connections for external dimming equipment available upon request. Component-to-component wiring within the luminaire may carry no more than 80% of rated load and is listed by UL for use at 600VAC at 50°C or higher. Plug disconnects are listed by UL for use at 600 VAC, 13A or higher. 13A rating applies to primary (AC) side only.

Surge Protector: The on-board surge protector shall be a UL recognized component for the United States and Canada and have a surge current rating of 20,000 Amps using the industry standard 8/20 pSec wave. The LSP shall have a clamping voltage of 825V and surge rating of 540J. The case shall be a high-temperature, flame resistant plastic enclosure.

Fasteners: All fasteners shall be stainless steel. When tamper resistant fasteners are required, spanner HD (snake eye) style shall be provided (special tool required, consult factory).

Color Rendering Index (CRI): Luminaire shall have a minimum CRI of 67 at 5000K.

Operating Environment: Shall be able to operate normally in ambient temperatures from -40°C to 40°C

Finish: Finish shall be a Beacote V polyester powder-coat electro-statically applied and thermocured. Beacote V finish shall consist of a five stage iron phosphate chemical pre-treatment regimen with a polymer primer sealer, oven dry off, and top coated with a thermoset super TGIC polyester powder coat finish. The finish shall meet the AAMA 605.2 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance and resists cracking or loss of adhesion per ASTM D522 and resists surface impacts of up to 160 inch-pound.

Agency Certification: The luminaire shall bear a CSA label and be marked suitable for wet locations. The Beacon Viper is approved by the International Dark-Sky association as a dark sky friendly fixture.

Warranty: Beacon luminaires feature a 5 year limited warranty. Beacon LED luminaires with LED arrays feature a 5 year limited warranty covering the LED arrays. LED drivers are covered by a 5 year limited warranty. PIR sensors carry a 5 year limited warranty from the sensor manufacturer. See Warranty Information on www.beaconproducts.com complete details and exclusions.

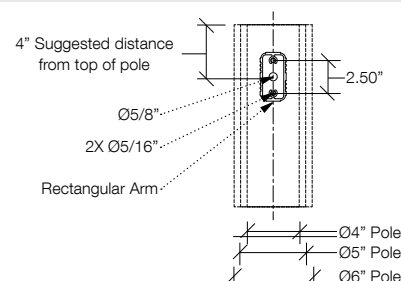
Power/Lumens & Distributions

Engine	Wattage	Delivered Lumens (varies by optic)	Delivered LPW	TM21 Calculated % Lumen Maint. at 100,000 hrs
22NB	50	4700-5020	93-103	96.19%
22NB	70	5780-6200	82-103	85.79%
30NB	70	6408-6850	91-103	95.02%
30NB	90	7700-8260	85-97	85.79%

TM21 is the framework for taking LM-80 data and making useful LED lifetime projections. Reported and Calculated Lifetimes shown are based on hours at the time of this printing. For current Reported and Calculated hours please contact factory or Beacon's web-site.

CCT (COLOR TEMP) Lumen Output Multipliers	CRI (Color Rendering)
5000K = 1.0	min 67 CRI
4000K = .92	min 70 CRI
3000K = .75	min 80 CRI

DRILL PATTERN



Due to our continued efforts to improve our products, product specifications are subject to change without notice.




WESTBROOK STREET

- NOTES:
- 1) EXACT MOUNTING DETAILS TO BE DETERMINED AT JOBSITE BY OTHERS.
 - 2) CALCULATIONS MAY SHOW THE EFFECT OF SHADOWING CAUSED BY BUILDINGS AND OBJECTS WITHIN THE CALCULATED SPACE OR IN THE SITE AREA.
 - 3) READINGS SHOWN ARE INITIAL HORIZONTAL FOOTCANDLES ON A FLAT SITE UNLESS OTHERWISE INDICATED.
 - 4) THIS CALCULATION IS BASED ON LIMITED INFORMATION SUPPLIED BY OTHERS TO SWANEY LIGHTING ASSOCIATES AND STANDARD ASSUMPTIONS OF THE SPACE AND/OR SITE.
 - 5) CONFORMANCE TO CODES AND OTHER LOCAL REQUIREMENTS AS DETERMINED BY THE AHJ ARE THE RESPONSIBILITY OF THE OWNER AND/OR THE OWNER'S REPRESENTATIVE.
 - 6) THIS LAYOUT DRAWING MUST BE COORDINATED WITH THE SITE LOCATION FOR CORRECT FIXTURE ORIENTATION.
 - 7) CHECK GRAPHIC SCALE. DOCUMENTS PRINTED OR PLOTTED FROM ELECTRONIC FILES MAY OCCUR AT OTHER THAN THE DESIRED OR ASSUMED GRAPHIC SCALES. IT IS THE RESPONSIBILITY OF THE RECIPIENT TO VERIFY THAT THE PRINTED OR PLOTTED-TO-SCALE DRAWING IS PRINTED TO SCALE.

Label	Avg	Max	Min	Avg/Min	Max/Min
PARKING	1.11	2.8	0.2	5.55	14.00
SITE	0.52	2.6	0.0	N.A.	N.A.

Type	Symbol	Qty	Lum. Lumens	LLF	Lum. Watts	Description
VS5	☼	3	6714	0.900	70	30NB-70-T5QM
VS3B	☼	3	4852	0.900	70	VP-S_30NB-70_BLC_5K

TITLE: NORTHEAST AIR PARKING PORTLAND, ME
 SITE LIGHTING LAYOUT
 PREPARED BY: SEBAGO TECH
 SCALE: NOT TO SCALE
 DATE: 8/27/2015
 GENERATED BY: SWANEY LIGHTING, SCARBOROUGH ME - 207-883-7100 - swaneylighting.com
 Page 1 of 1

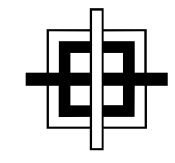


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PLAN VIEW

Exhibit 9

Exterior Building Elevations and Floor Plans



GRANT HAYS
ASSOCIATES

ARCHITECTURE & INTERIOR DESIGN
P.O. BOX 6179 FALMOUTH MAINE 04105
207.871.5900 www.granthays.com

JCAL

REVISIONS

DRAWING NAME

NEA
NORTHEAST AIR
PORTLAND INTERNATIONAL AIRPORT

PORTLAND, MAINE 04102

1011 WETBROOK STREET

SHEET

PHASING
FLOOR
PLAN

DATE
11 AUG '15

SCALE
1/8"=1'-0"

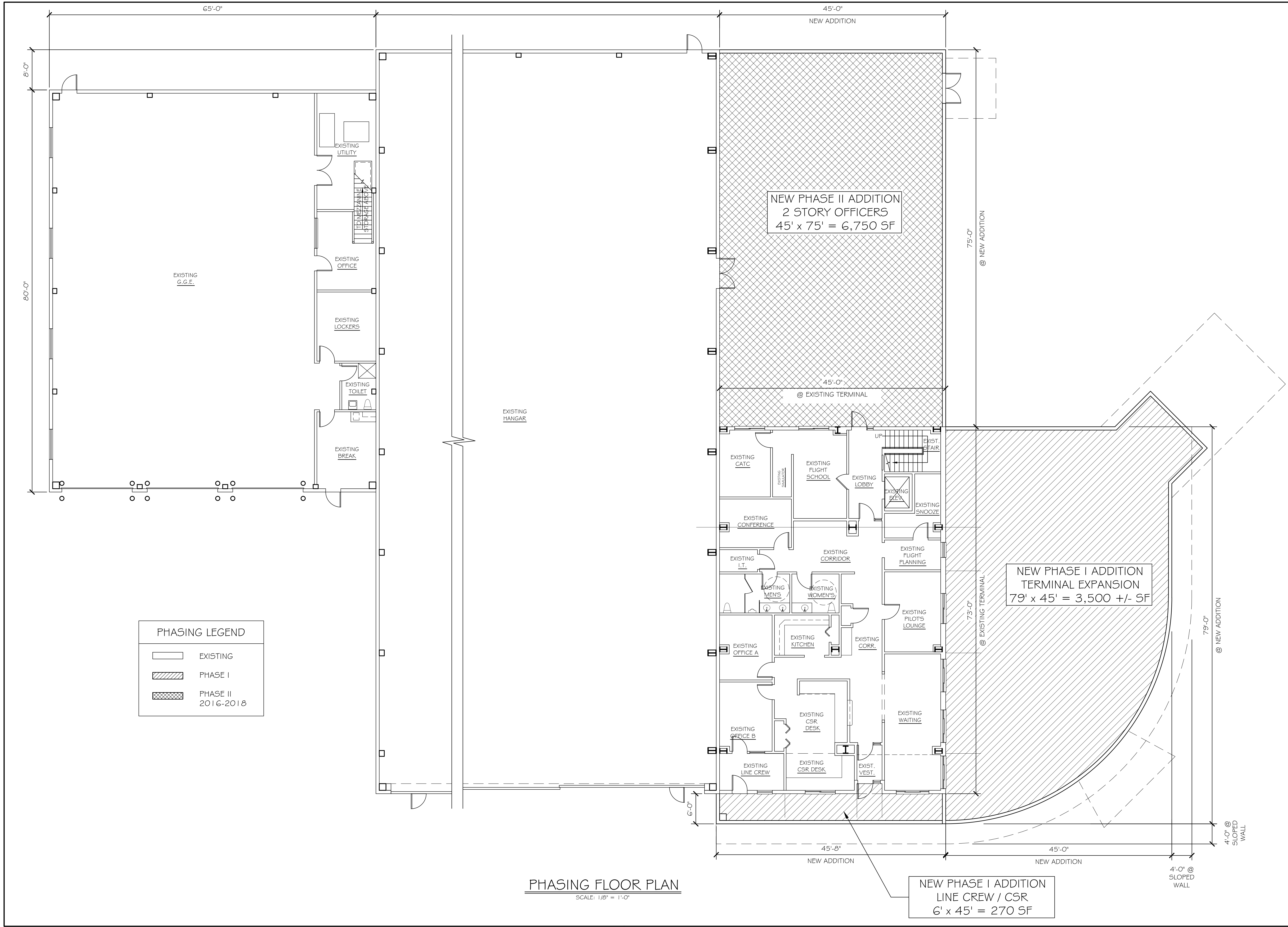
DRAWN
MFH/mgk

JOB NO.
150655

SHEET

A1

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ASSOCIATES IS PROHIBITED.

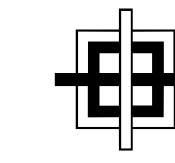


PHASING LEGEND

	EXISTING
	PHASE I
	PHASE II 2016-2018

PHASING FLOOR PLAN
SCALE: 1/8" = 1'-0"

NEW PHASE I ADDITION
LINE CREW / CSR
6' x 45' = 270 SF



GRANT HAYS
ASSOCIATES
ARCHITECTURE & INTERIOR DESIGN
P.O. BOX 6179 FALMOUTH MAINE 04105
207.871.5900 www.granthays.com

DATE

REVISIONS

DRAWING NAME

NEA
NORTHEAST AIR
PORTLAND INTERNATIONAL AIRPORT
1011 WESTBROOK STREET
PORTLAND, MAINE 04102

SHEET

DEMOLITION
FLOOR
PLAN

DATE
11 AUG '15

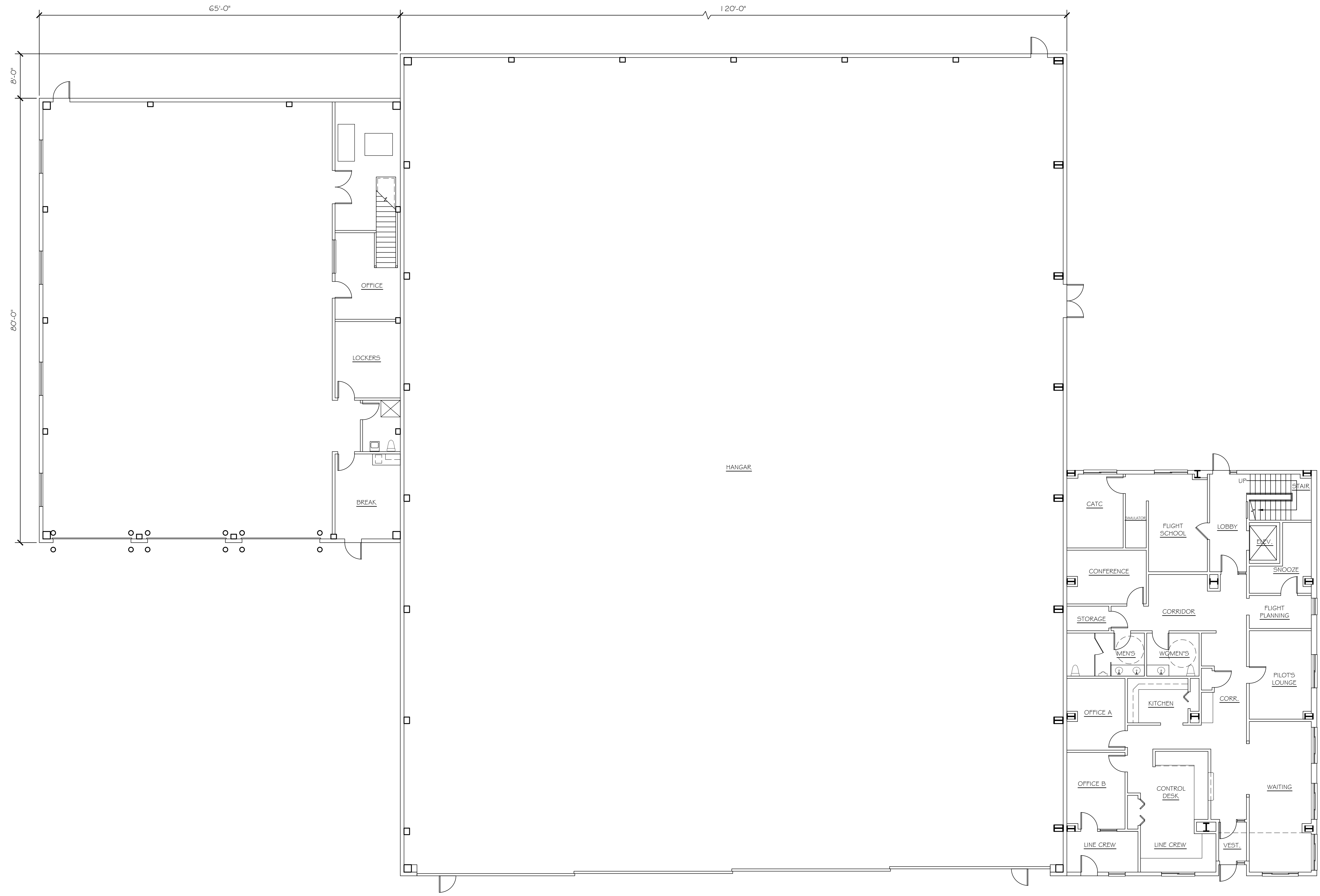
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DRAWN
MFH/mgk

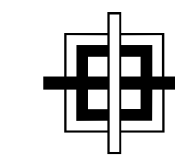
JOB NO.
150655

SHEET
AD1

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DEMOLITION FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



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ASSOCIATES

ARCHITECTURE & INTERIOR DESIGN
P.O. BOX 6179 FALMOUTH MAINE 04105
207.871.5900 www.granthays.com

SCALE

REVISION

DRAWING NAME

NEA
NORTHEAST AIR
PORTLAND INTERNATIONAL AIRPORT
1011 WESTBROOK STREET
PORTLAND, MAINE 04102

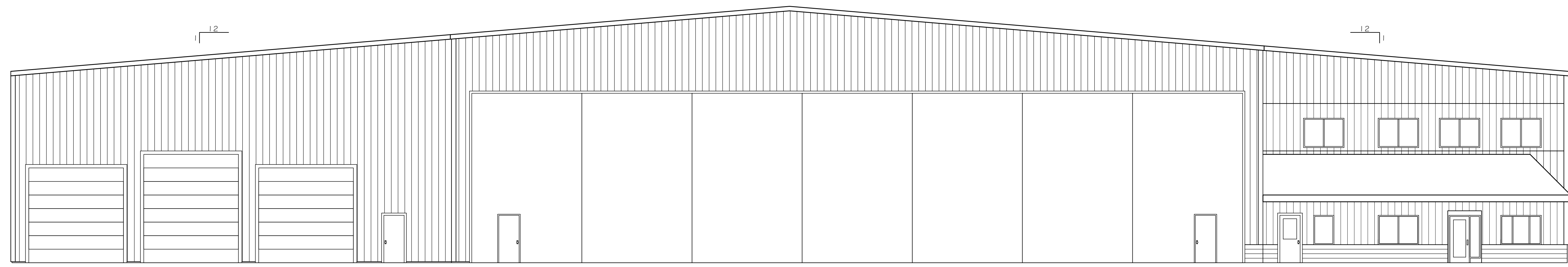
SHEET

DEMOLITION
ELEVATIONS

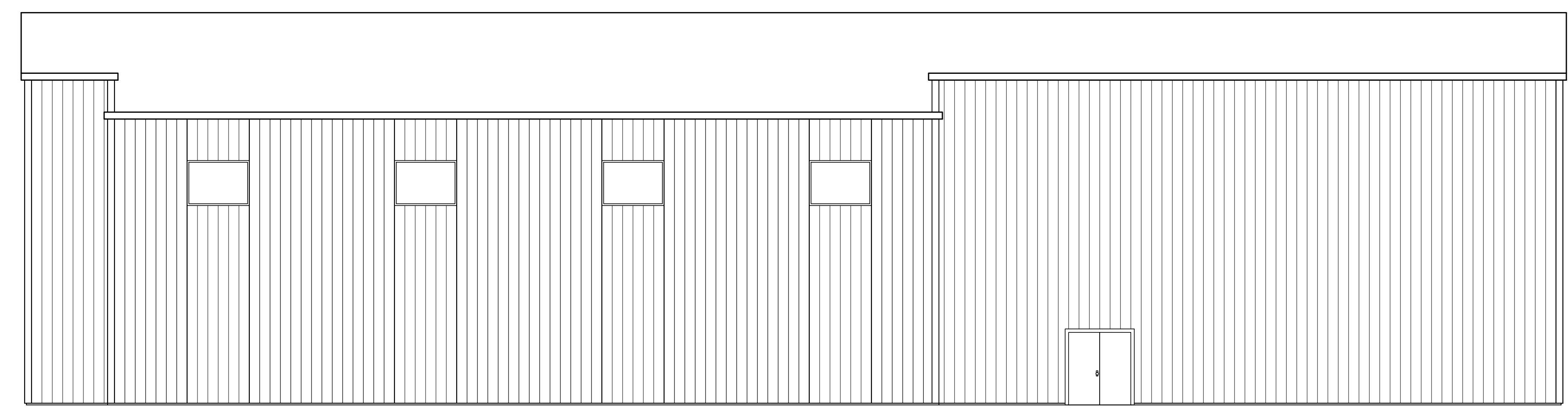
DATE
11 AUG '15
SCALE
1/8"=1'-0"
DRAWN
MFH/mgk
JOB NO.
150655

SHEET
AD2

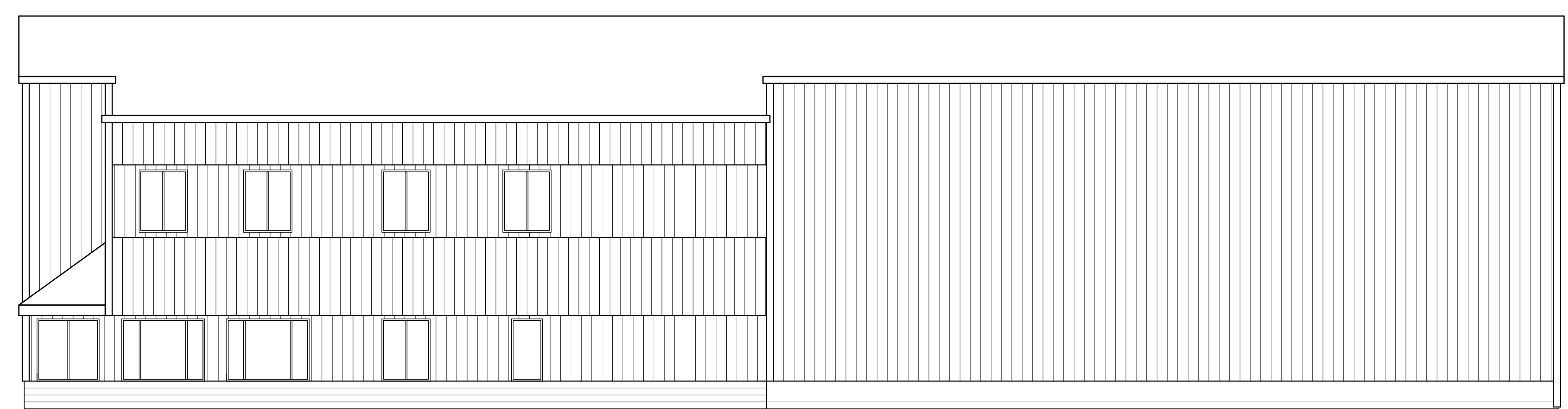
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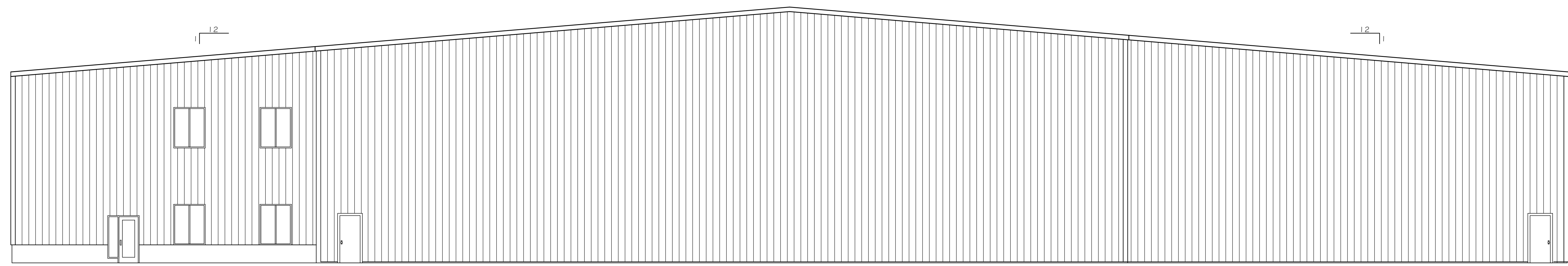
EAST ELEVATION
SCALE: 1/8" = 1'-0"



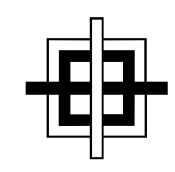
SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



NORTH ELEVATION
SCALE: 1/8" = 1'-0"



WEST ELEVATION
SCALE: 1/8" = 1'-0"



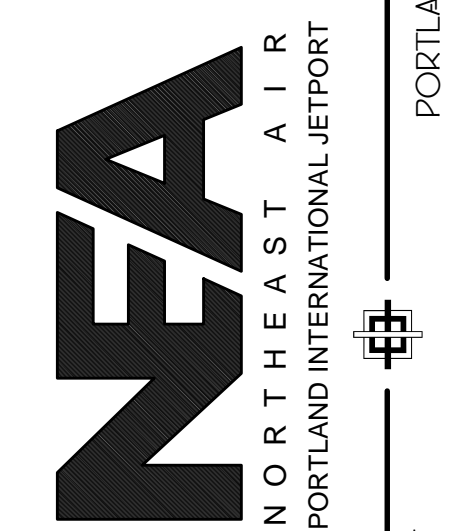
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207.871.5900 www.granthays.com

JCAL

REVISIONS

DRAWING NAME

1011 WETBROOK STREET
PORTLAND, MAINE 04102



SHEET

PHASE I
CONCEPT PLAN
AT NEW TERMINAL
ADDITION

DATE
11 AUG '15

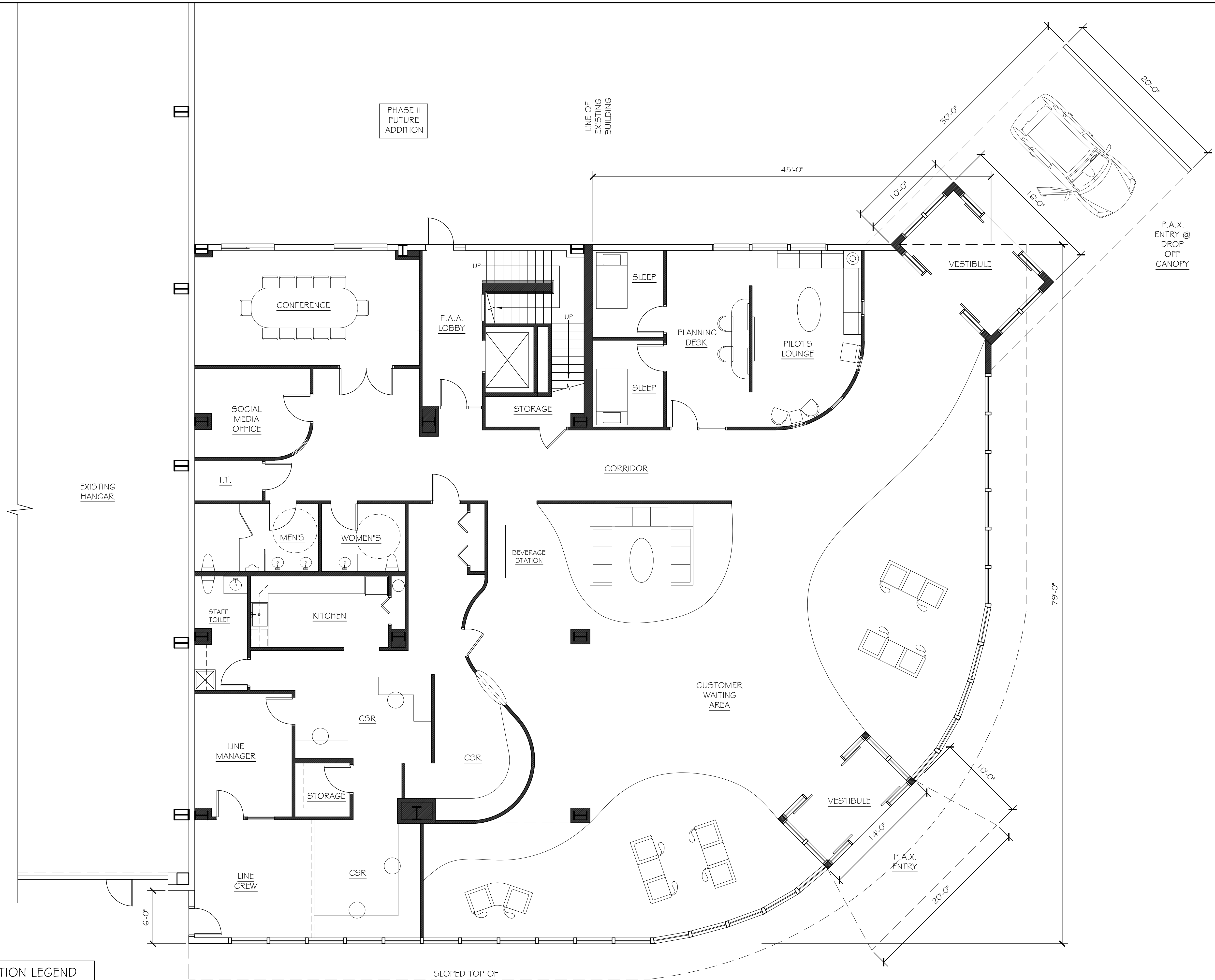
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DRAWN
BGH/mgk

JOB NO.
150655

SHEET
A2

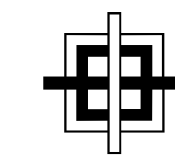
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PARTITION LEGEND	
	EXISTING
	PHASE I

CONCEPT PLAN AT NEW TERMINAL ADDITION

SCALE: 3/16" = 1'-0"



GRANT HAYS
ASSOCIATES

ARCHITECTURE & INTERIOR DESIGN
P.O. BOX 6179 FALMOUTH MAINE 04105
207.871.5900 www.granthays.com

SCALE

REVISION

DRAWING NAME

NEA
NORTH EAST AIR
PORTLAND INTERNATIONAL AIRPORT

PORTLAND, MAINE 04102

1011 WESTBROOK STREET

SHEET

EXTERIOR
ELEVATIONS

DATE
11 AUG '15

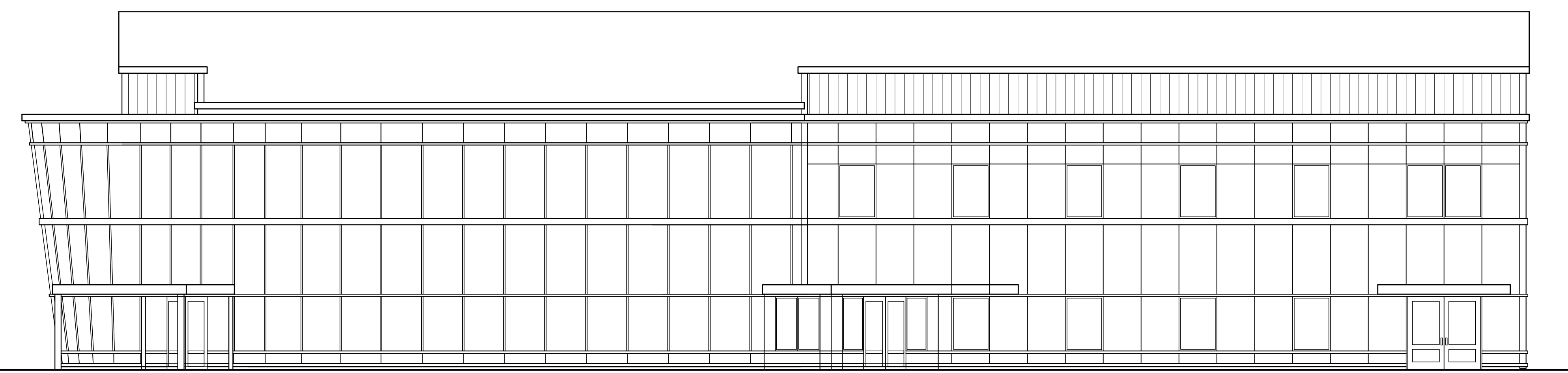
SCALE
1/8"=1'-0"

DRAWN
MFH/mgk

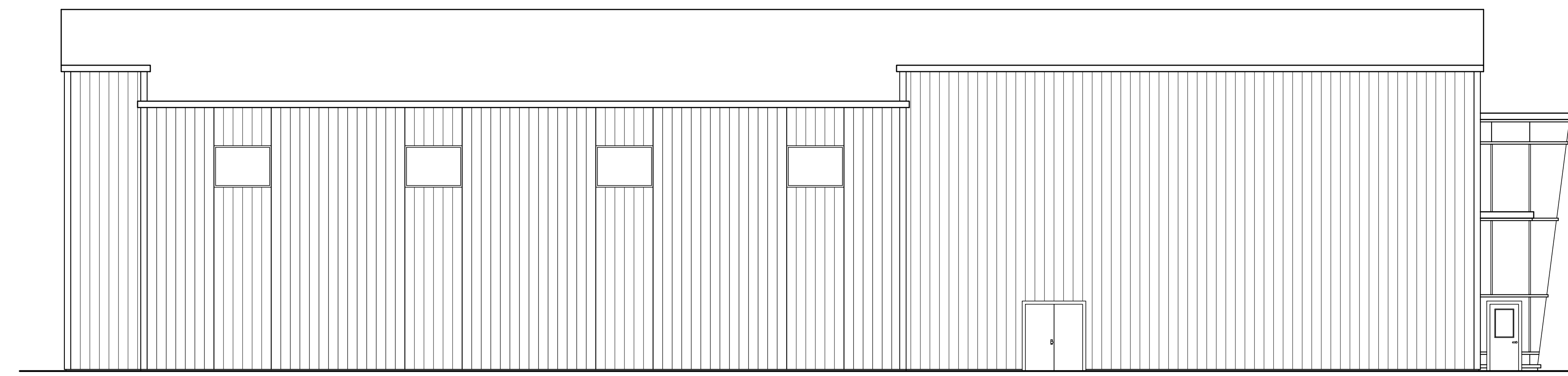
JOB NO.
150655

SHEET
A7

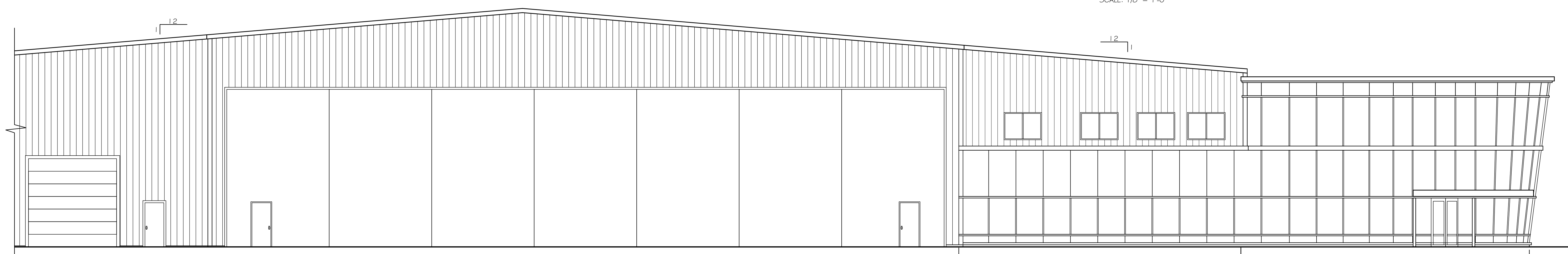
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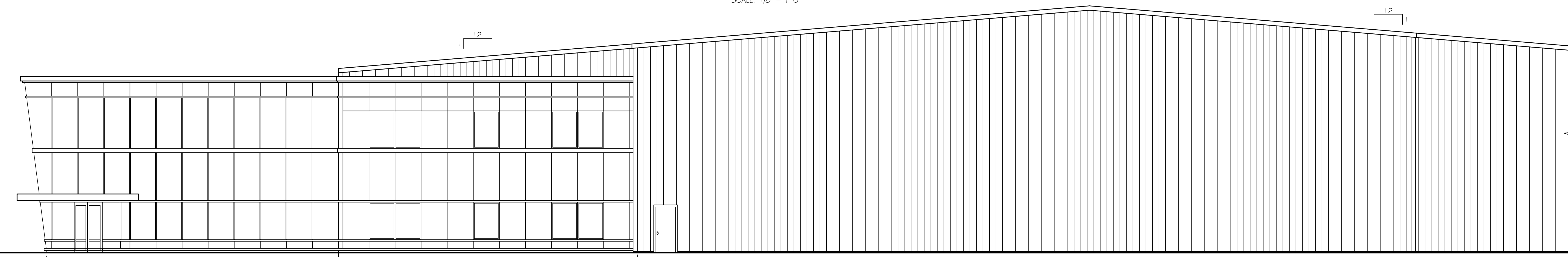
NORTH ELEVATION
SCALE: 1/8" = 1'-0"



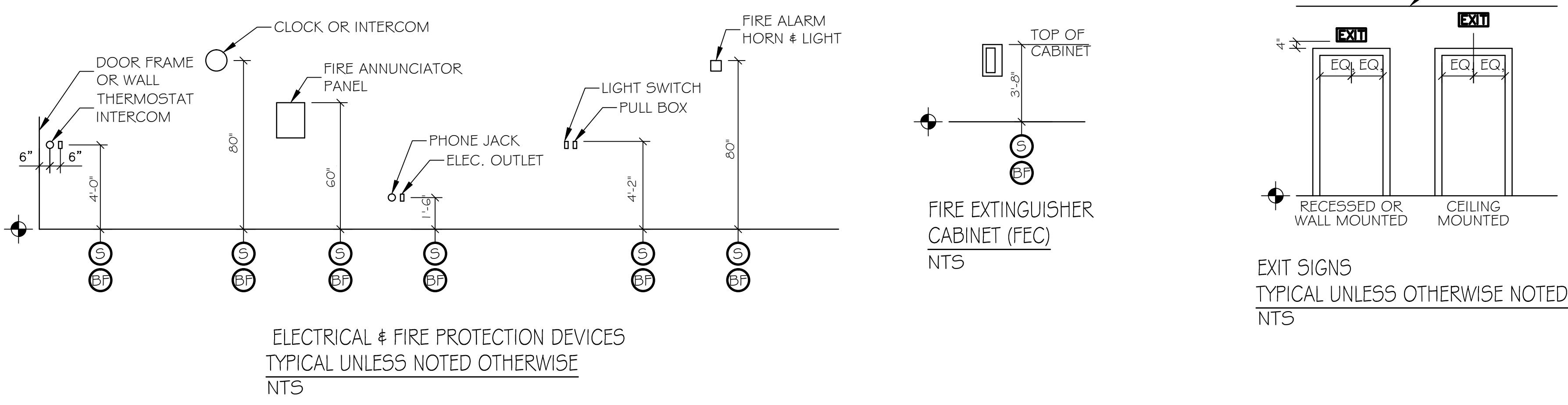
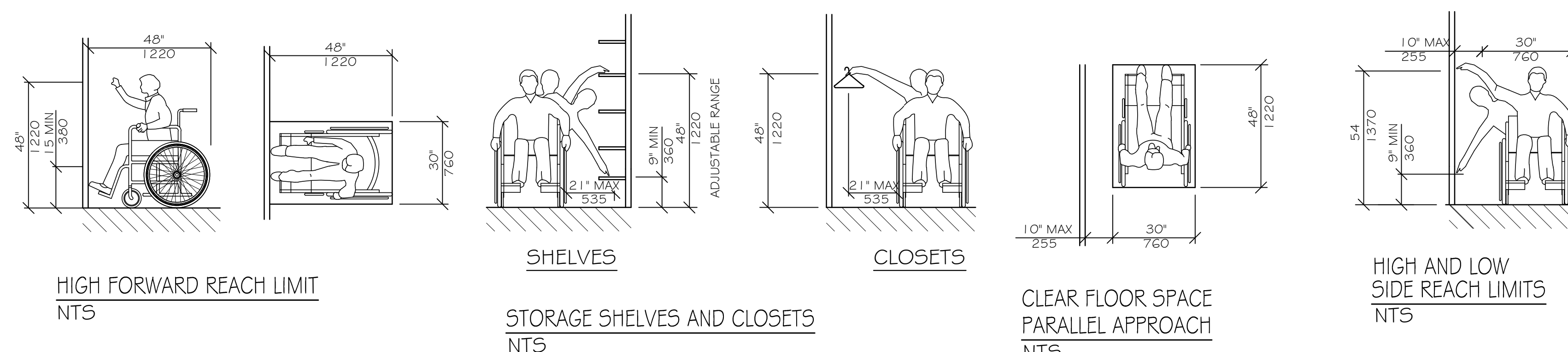
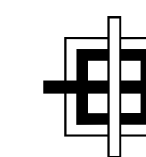
SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"



WEST ELEVATION
SCALE: 1/8" = 1'-0"



LEGEND

- ⊙ STANDARD MOUNTING HEIGHT
- ⊙ BF BARRIER FREE ADULT MOUNTING HEIGHT
- ⊙ FINISH FLOOR LINE

NOTE

MOUNT ALL FIXTURES AT STANDARD MOUNTING HEIGHT UNLESS INDICATED ON PLAN BY A ⊙ SYMBOL. A ⊙ BF SYMBOL AT ANY ROOM SHALL INCLUDE ONE OF ANY FIXTURE AND ACCESSORY WITHIN THE ROOM.

ACCESSIBILITY ACCESSORY MOUNTING HEIGHTS

SHELVES/STORAGE	48" MAX
ELECTRICAL SWITCHES/OUTLETS	48" MAX
COAT HOOKS/RODS	48" MAX
SIGNAGE (TO BRAILLE COMPONENT)	60" MAX

ACCESSIBILITY GENERAL NOTES

1. DOORWAYS SHALL HAVE A MINIMUM CLEAR WIDTH OF 32" WITH THE DOOR OPEN 90 DEGREES. MEASURED BETWEEN THE FACE OF THE DOOR AND THE OPPOSITE STOP.
2. ALL DOORS SHALL HAVE LEVER HANDLE HARDWARE, EXCEPT AT SECURED STORAGE ROOMS, MECHANICAL ROOMS, AND ELEVATOR MACHINE ROOMS.
3. ALL CLOSERS SHALL BE 5LB PULL MAXIMUM AT DOORS EQUIPPED WITH LEVER HANDLE HARDWARE.
4. ALL DOORS WITH CLOSERS SHALL HAVE 18" CLEAR DISTANCE FROM THE LATCHSIDE OF THE OPENING TO ANY ADJACENT WALL OR OBSTRUCTION ON THE PULL SIDE OF THE OPENING.
5. ALL DOORS WITH CLOSERS SHALL HAVE 12" CLEAR DISTANCE FROM THE LATCHSIDE OF THE OPENING TO ANY ADJACENT WALL OR OBSTRUCTION ON THE PUSH SIDE OF THE OPENING.
6. ALL SIGNAGE SHALL BE MOUNTED 60" AFF TO BRAILLE COMPONENT AT LATCH-SIDE WALL OF DOORS AND OPENINGS.
7. COMPLY WITH 2010 EDITION OF THE AMERICANS WITH DISABILITIES ACT.