

# Millinocket Municipal Airport



## West Side Development Plan & Airport Layout Plan Update

Hoyle, Tanner Project Number: 390808



Prepared for:

The Town of Millinocket, Maine

Prepared by:

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May 2013



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# MILLINOCKET MUNICIPAL AIRPORT

## West Side Development Plan & Airport Layout Plan Update

Hoyle, Tanner Project Number: 390808

May 2013

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The preparation of this document was financed in part through a planning grant from the Federal Aviation Administration (FAA), as provided under Section 13 of the Airport and Airway Development Act of 1970. The contents of this report reflect the views of Hoyle, Tanner & Associates, who are responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect official views of the U.S. Department of Transportation, the Maine Department of Transportation or policy of the FAA. Acceptance of this report by the FAA does not in any way constitute a commitment on the part of the United States to participate in any development depicted therein nor does it indicate that the proposed development is environmentally acceptable in accordance with Public Laws 91-190, 91-258 and/or 90-495.

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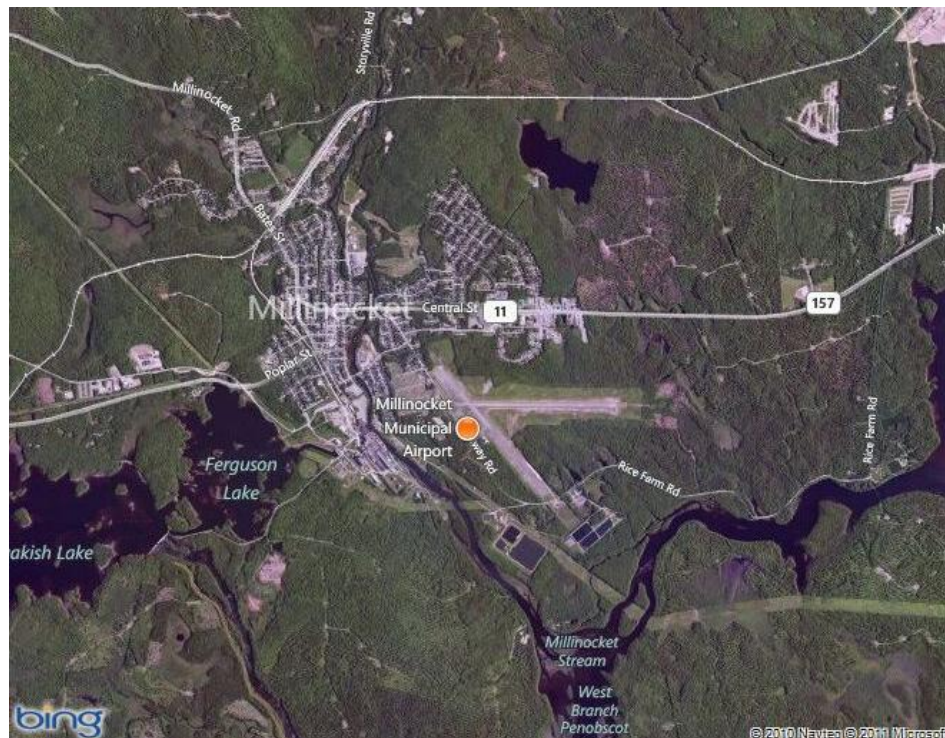
## SUMMARY REPORT

# West Side Development Plan & ALP Update

### 1.0 STUDY OVERVIEW

This report serves as the final document summarizing a unique study which called for the analysis of three (3) aviation development scenarios considered for the west side of the Millinocket Municipal Airport (MLT) and an Update of the 2004 Terminal and Ultimate Facilities Airport Layout Plan Sheets in Millinocket, Maine.

The options were developed such that MLT would have maximum flexibility in adapting to meet the actual market demand of the defined study area. The scenarios were based on factors relating to operational, environmental, and fiscal constraints.



Millinocket Municipal Airport (MLT)  
Millinocket, Maine

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There is no attempt to develop forecast levels of aviation activity at MLT as part of this project. However, based on analyses conducted by Federal Aviation Administration (FAA) and presented in their *Aerospace Forecasts FY 2012 – 2032*, future slow growth of aviation activity in the Northeast as well as the area surrounding Millinocket is reasonably expected to occur.

As evidence of growth, Noyes Enterprises recently opened a repair and aircraft restoration shop at MLT. Although Noyes offers a variety of services, he specializes in the restoration of the L-19 ‘Superdog’. The aircraft is most noted for its use by the Royal Canadian Air Force for training and search and rescue. The arrival of Noyes Enterprises at MLT earned the airport a new unofficial title, ‘Home of the L-19 Superdog’.



Millinocket Municipal Airport  
Noyes Enterprises  
‘Home of the L-19 Superdog’

### **Additional Study Objectives**

In addition to producing the three (3) airport development options, this study has two (2) more goals.

- ➔ Produce Airport Plan Set graphics including:
  - A Title Sheet
  - Ultimate West Side Development Terminal Plan
  - Ultimate Airport Layout Plan (ALP)
- ➔ Develop a model through-the-fence (TTF) access agreement that the airport can use to negotiate FAA compliant access agreements with three existing non-residential, aeronautical TTF hangar owners.

## **2.0 EXISTING CONDITIONS**

The West Side development area of MLT analyzed by this study is bound by Runway 16-34 to the north and east, and Medway Road to the south and west. Although there are no existing facilities within the west side study area, the Town of Millinocket is considering acquiring the parcel within the study area limits of this project. The Town proposes to lease lots for private hangar development as well as reserve a significant portion of the parcel for non-aeronautical revenue generation use(s).

Aviation related development exists northwest of the study area in the terminal area. Airport management requested this study change the previous Master Plan ALP terminal area configuration to depict alternative locations for corporate style box hangars instead of nested-T's, show the preferred location of a future SRE building, update and show the recently redesigned and built aircraft apron, land and aviation easement acquisitions, and proposed future developments table.

Some wetland areas do exist within the defined area and will require further environmental assessment, wetland delineation, and permitting prior to development.

### **3.0 WEST SIDE DEVELOPMENT SCENARIOS**

Per the Scope of Work, three development scenarios for the proposed acquisition parcel were developed and discussed. Factors relating to operational, environmental, market trends, and costs were considered and debated throughout the study process. The airport supervisor stated that the airport needed at least one more large corporate style box hangar to house transient aircraft. He also believes the previous master plans depiction of a multiple unit nested T complex was unrealistic as there was more demand for individual box hangars versus t-hangars. Although average costs can be lowered with t-hangars, box hangars allow development one unit at a time rather than commit to multiple units. This is a better match for current market conditions at Millinocket. Given the preference for box hangars, the Terminal Area and West side layout was chosen for its ability to support incremental development of sites. Three different locations were depicted for a proposed larger airport-owned hangar in the future and multiple privately owned and developed box hangars facing a future taxilane D. The common taxilane and vehicular access road can be extended in phases as well as utility lines as demand warrants. Utilization of existing taxiway frontage is maximized. Consensus reached in that process and further refinement of those ideas resulted in three (3) development area layouts of the study limits that provide a logical progression for hangar development.

All development scenarios for this project were based on MLT's current airport reference code (ARC) of B-II, which determines the airport design criteria and safety area related geometry as set forth by the FAA. The ARC is determined by the wing span and approach speed of the most demanding aircraft that utilizes a particular airport at least 500 times a year. MLT's current ARC of B-II accommodates up to Group II aircraft, which have up to a 79-foot wing span. The correlating Taxiway Object Free Area (TOFA) is therefore 115-feet for all scenarios. The proposed taxilane D is designed as a B-II even though it leads to runway 16-34 which is intended to be narrowed to B-I standards in the future. The B-II design is carried forward from the 11-29 runway and terminal area design. In addition it is likely that B-II aircraft will be stored in the proposed hangars along taxilane D hence necessitating adequate taxilane safety areas.

Design details such as building set-backs, landscape areas, or utility corridors were not included in these layouts. Auto access and parking are shown to assure these elements are achievable, but layout and geometry are only conceptual. Additional access points will be designed as the needs arise. Such details will be required from the hangar developers and their buildings adjusted to accommodate them. The development area, however, includes sufficient area to fit the kinds and quantity of development shown.

The remainder of this summary report discusses the 3 development scenarios, with 11" x 17" graphics of each provided in **Appendix A**.

- Option 1** – Depicts the proposed west side development area with a maximum aviation build-out with minimal space proposed for non-aeronautical revenue generation. This maximum use of the study area depicts nine (9) bays of multi-unit nested t-hangars with eight (8) varying size private box hangars on the northwesterly and southeasterly ends. It includes the largest amount of impervious surface development. Two vehicular access roads are provided along Medway Road, at opposite ends of the project area.
- Option 2** – This development scenario reflects the general layout in Option 1, but allows additional flexibility with the provision of 8.3 acres of non-aeronautical revenue generation potential fronting along Medway Road. The option again calls for the construction of both t-hangars and private box hangars and allows for a vehicular access road, accessed from similar points along Medway Road.
- Option 3** – This option illustrates varying size box hangars parallel to Runway 16-34 and accessing the runways via developer funded 40 foot aprons in front of each hangar to a proposed parallel taxiway D. The hangars could be built singly or in phases as demand warranted. Access to runways could initially be north via a southerly extension of the terminal apron taxiway. A partial or full parallel taxiway could be completed when the hangar development justifies construction. The Medway frontage parcel reserved for non-aeronautical revenue generation is increased to 16.78 acres in this option and maximizes the Sponsor's available non-aeronautical revenue generation land. This option provides for two access points for vehicular travel.



#### 4.0 PREFERRED DEVELOPMENT PLAN

The need for the West Side area development plan to be flexible and accommodate the actual market demand is essential to the success of its implementation. The preferred development option illustrated in Option 3 provides the most options and adaptability to actual demand. Any actual development in the MLT study area will likely be a hybrid of the options portrayed in the 3 layouts provided in Appendix A. The preferred development scenario provided in Option 3 has been used to update the Terminal Area Plan and Ultimate ALP and provided in **Appendix B**.

#### 5.0 PRIMARY DEVELOPMENT ISSUES

Several development issues came about and were analyzed during the planning process for this study. The primary issues are discussed below.

**Flexibility** – The layout scenarios allow for different sizes of hangars as well as logical and likely preferred placement of those potential facilities. The market will dictate what hangar developments are actually brought forward to MLT so the key is for the layout to be flexible in accommodating a variety of sizes, orientations, and design proposals. The ultimate configuration built may be a hybrid of the three (3) graphic scenarios. For example, the Airport Supervisor affirms the market is best suited for individual box hangars but if a development FBO proposed to construct a 6, 8 or 10 unit nested T-hangar for rental hangars it could be designed into any of the alternatives.

**Hangar Placement** – Southerly facing hangar doors is the preferred configuration in snow regions such as the northeast. This encourages snow and ice melt from the hangar doors in the winter months. The preferred development plan results in hangars facing Northeast, a less than ideal orientation in order to maximize the limited space within the study area. Site specific designs will address these types of issues.

**Utilities** - Electricity would be available to all facilities within the study area. Water and septic systems would need to be designed by the developer wanting to provide those utilities.

Wetlands and proper drainage were concerns throughout the planning process of this study.

#### 6.0 ENVIRONMENTAL CONSIDERATIONS

At the present time, no federal dollars are anticipated to be used acquiring the Medford Road property. If that changes and federal funds are needed the Sponsor will be required to comply with 49 CFR Part 24, Uniform Relocation Assistance and

Real Property Acquisition for Federal and Federally Assisted Programs (70 FR 590, January 4, 2005 and as may be amended). The FAA project manager will assist in determining the level of environmental and historic screening required. Often an Environmental Due Diligence Audit (EDDA) is completed by a qualified firm. The Purpose of the EDDA is to identify and minimize potential environmental liabilities related to real property transactions. The EDDA consists of a Phase 1 environmental survey that examines past uses of the parcel and the potential for contamination. If potential exists, a Phase 2 is conducted to sample for contaminants and if the land acquisition is still appropriate a Phase 3 is scheduled to remediate the contamination.

In addition to the EDDA, the National Environmental Policy Act (NEPA) of 1969 requires any action by the federal government that affects the environment undergo environmental processing. To comply with NEPA in airport development, FAA issued Order 1050.1E, Environmental Impacts: Policies and Procedures. The document identifies three project categories for airport developments:

- ➔ Actions requiring an Environmental Impact Statement (EIS);
- ➔ Actions requiring an Environmental Assessment (EA); and
- ➔ Actions which can be categorically excluded.

As defined in FAA AC 150/5070-6B, *Airport Master Plans*, "...actions categorically excluded are actions which have been found, in normal circumstances, to have no potential [individually or cumulatively] for significant environmental impact." Actions requiring an EA may or may not have significant environmental impact but due to the unknown, further analysis is required. Lastly, actions with known significant impacts require an EIS.

Any Federal action at MLT within the defined area of this study is anticipated to trigger an EA at minimum. Reference and compliance with FAA Order 1050.1E is required for all development projects.

Should an EA be called for, a total of 23 potential impact categories will be analyzed to determine if any impact thresholds exceed regulatory standards. Impacts exceeding thresholds can often be mitigated to compensate for the impacts.

## **7.0 DEVELOPMENT COST ESTIMATES**

In 2013 the hangar development costs in the region range from \$100 - \$125 per square foot for the size and type of hangars shown in the preferred development scenario. Key cost driving variables include door opening type, heat, fire suppression requirements and the amount of site work and pavement needed by the operator. Costs will also depend on the level of finish used in each facility. A basic



hangar with entry-level finishes will cost less than a more upscale facility with higher-end finishes.

Site development costs are estimated at \$15 - \$25 per square foot.

## **8.0 ULTIMATE AIRPORT LAYOUT PLAN DEVELOPMENT UPDATES**

The Scope of Work for this study included an update to the Ultimate ALP and the proposed development listed in the Table. This section will discuss changes that were made that have not previously been discussed.

Initially any changes or updates that were not reflected in a signed copy of the 2004 ALP or by “pen and ink” update were addressed. This included acquiring an avigation easement on the 11 approach end and acquiring and clearing additional approach surfaces land with penetrations on the 22 end. Other projects completed with their original labeling from the 2004 plan included:

- A1 Clear Existing Penetrations to the Runway 11 Visual Approach – DONE
- A3 Improve Runway 11-29 Object Free Areas
- A4 Clear Penetrations to Part 77 Transitional Surfaces
- A7 Install REILS on Runway 29 End
- A9 Clear Existing/Ultimate Penetrations to 29 End for LPV approach.
- A10 Improve Runway 29 RSA
  
- B1 Clear Penetrations to Runway 16-34 Part 77 Transitional surfaces (in progress.
- C Clear Runway Visibility Zone
- D1 Install Self Fueling System
- D2 Reconstruct Terminal Apron (In progress)

The Ultimate Development Table on the updated Ultimate ALP and Terminal Area Plan was then updated to reflect projects remaining from the 2004 plan as well as projects identified as future issues for the airport. These included:

- A Install R/W 11 PAPI (LPV IAP currently in place – N/A at night)
- B Construct Parallel Taxiway A along Runway 11-29
- C Replace R/W 29 VASI with PAPI (LPV IAP in place)
- D Acquire Property If Available For Aero and Non-Aero Revenue (per this study)
- E Clear Penetrations to Part 77 Transitional Surfaces (continuing)
- F Reconstruct Runway 16-34 and Narrow to B-1 standards
- G Expand Terminal Parking Lot
- H Construct 80 X 80 Box Hangar (by Sponsor – 3 possible locations)
- I Construct Snow Removal Equipment Building

- J Install Wildlife/Security Fence
- K Relocate Rotating Beacon to Terminal Side of Airport (for ease of access and maintenance)
- L Mohoff-Brennan Cabin Land Release (two private bldgs. on airport land)
- M Extend Runway 29 to MEASP Recommended 5000 Ft Level 1(carried from 2004 Master Plan – no additional analysis done)
- N Acquire Hangar if Available (old private wooden T hangar)
- O Construct Partial Parallel Taxilane D along Runway 16-34

The three Updated Ultimate ALP sheets in 11 X 17 format are included as **Appendix B** of this report. Five full size sets of the three sheets suitable for Sponsor, MaineDOT, and FAA signatures are forwarded separately.

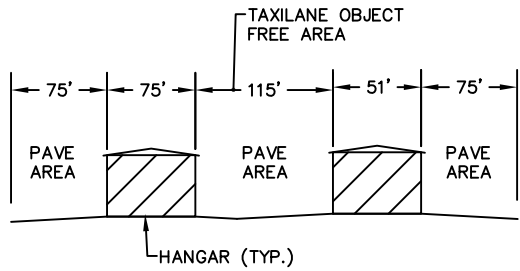
## 9.0 THROUGH THE FENCE AGREEMENTS

The Scope of Work for this study included developing a template that airport management could use to negotiate fair and reasonable through the fence agreements with three private hangar owners who have historically had access to the airport operating area with no corresponding fee. The FAA Compliance Manual Order 5190.6B was directly referenced when creating the template. Chapter 12.7b of the Order says in part *“if the airport sponsor charges \$100 per month for a single-engine aircraft tie-down on the airport to pay for the costs of airport operation, then any other single-engine aircraft operator using the airport “through-the- fence” should be charged no less than a similar fee. The same is true for the ground lease on a privately owned hangar and the fees charged to “through-the-fence” operators with a hangar off the airport. The airport sponsor must not discriminate against those aeronautical users within the airport. NOTE: “Through-the-fence” operators are not protected by the grant assurances. The airport sponsor may assess any level of fee it deems appropriate for “through-the-fence” operators so long as that fee is not less than the comparable fee paid by on-airport tenants.”* The Template agreement was reviewed by FAA New England Region on Feb 6, 2013 and is included as **Appendix C** of this report.

## 10.0 CONCLUSION

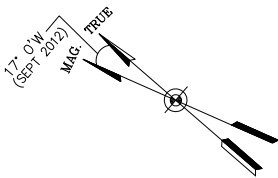
The flexible, phased approach described in the preferred development plan provides MLT with a plan that allows a response quickly to market demand for aircraft storage. The development layouts provide logical guidance in the placement of various types and sizes of hangars at Millinocket, though the individual development components are not necessarily dependent on one another. Such flexibility is essential to allow MLT to respond to actual demands for use of the study area by what will be tenant-directed developments.

GROUP II AIRCRAFT WITH UP TO 79' WINGSPAN REQUIRE 115' OBJECT  
FREE AREA



**TYPICAL HANGAR PAVEMENT AREA**  
NOT TO SCALE

- NOTE:
1. GEOMETRY BASED ON A BII DESIGN AIRCRAFT.
  2. THIS DOCUMENT IS FOR PLANNING PURPOSES ONLY.



APPROXIMATE AIRPORT PROPERTY LINE (TYP.)

RUNWAY 16-34

PROPOSED PARALLEL TAXILANE

293'

35'

TAXILANE D

TAXILANE K

TAXILANE L

TAXILANE M

BOX HANGAR (TYP.)

ACCESS ROAD AND GATE.

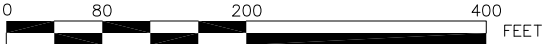
BOX HANGAR (TYP.)

ACCESS ROAD AND GATE.

10 UNIT T-HANGAR (TYP.)

TAXILANE (TYP.)

Appendix A



1"=80'

ENGINEER'S SEAL

150 Dow Street  
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Tel 603-669-5555  
Fax 603-669-4168  
Web Page: [www.hoyletanner.com](http://www.hoyletanner.com)

PROJECT DESIGNER  
**HoyleTanner**  
& Associates, Inc.

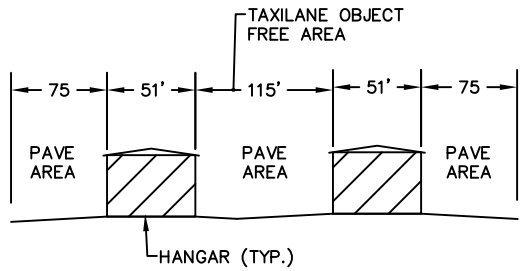
MILLINOCKET MUNICIPAL AIRPORT  
SUPPLEMENTAL AIRPORT MASTER PLAN UPDATE  
**OPTION 1**  
**WEST SIDE DEVELOPMENT**  
**FULL AVIATION BUILDOUT**

REV.	NO.	DATE	DESCRIPTION	BY

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AIP No.: 3-23-0030-017-2012  
DRAWING NO.

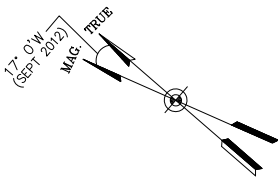
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SHEET 1 OF 3

GROUP II AIRCRAFT WITH UP TO 79' WINGSPAN REQUIRE 115' OBJECT  
FREE AREA



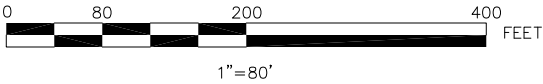
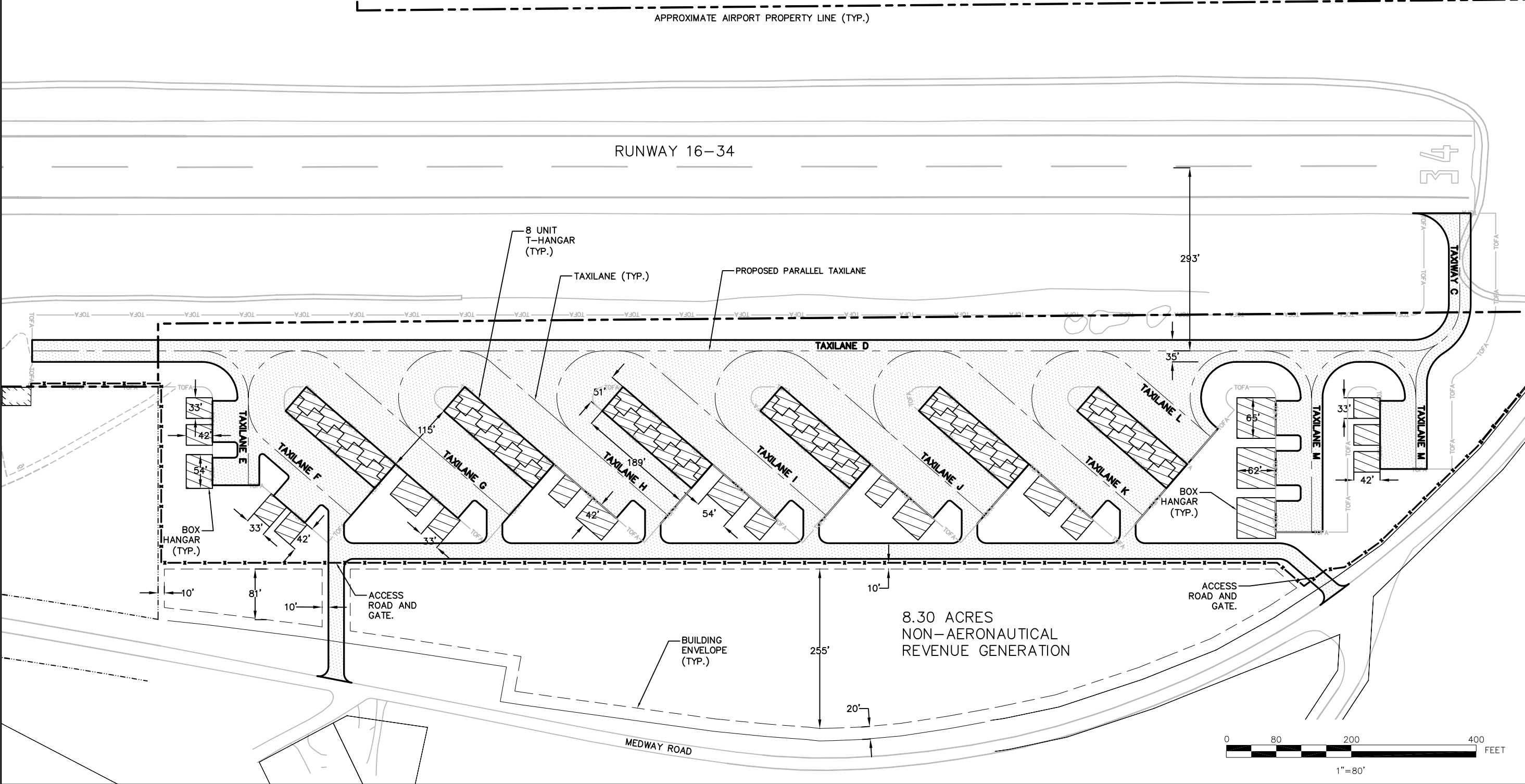
**TYPICAL HANGAR PAVEMENT AREA**  
NOT TO SCALE

- NOTE:
- 1. GEOMETRY BASED ON A BII DESIGN AIRCRAFT.
  - 2. THIS DOCUMENT IS FOR PLANNING PURPOSES ONLY.



APPROXIMATE AIRPORT PROPERTY LINE (TYP.)

RUNWAY 16-34



ENGINEER'S SEAL

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PROJECT DESIGNER  
**Hoyle, Tanner & Associates, Inc.**

MILLINOCKET MUNICIPAL AIRPORT  
SUPPLEMENTAL AIRPORT MASTER PLAN UPDATE  
**OPTION 2**  
**WEST SIDE DEVELOPMENT**  
**AVIATION AND COMMERCIAL**

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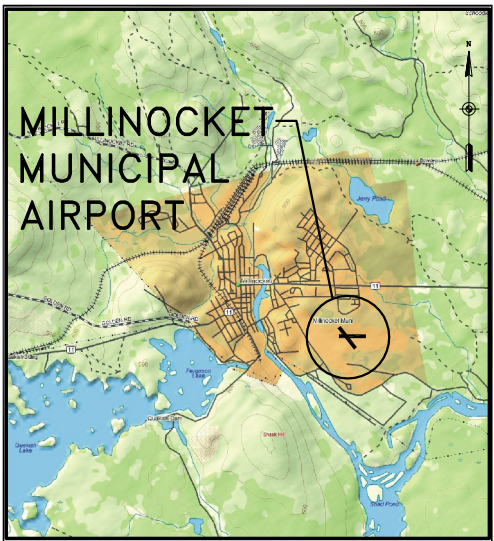
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AIP No.: 3-23-0030-017-2012  
DRAWING NO.

**2**  
SHEET 2 OF 3





LOCATION MAP  
NOT TO SCALE



VICINITY MAP  
NOT TO SCALE

# MILLINOCKET MUNICIPAL AIRPORT MILLINOCKET, MAINE

## WEST SIDE DEVELOPMENT PLAN AND AIRPORT LAYOUT PLAN UPDATE

MAINE DEPARTMENT OF TRANSPORTATION  
STATE PROJECT NO. 016509.00  
MILLINOCKET PROJECT NO. AIP 3-23-0030-017-2012

### INDEX TO DRAWINGS

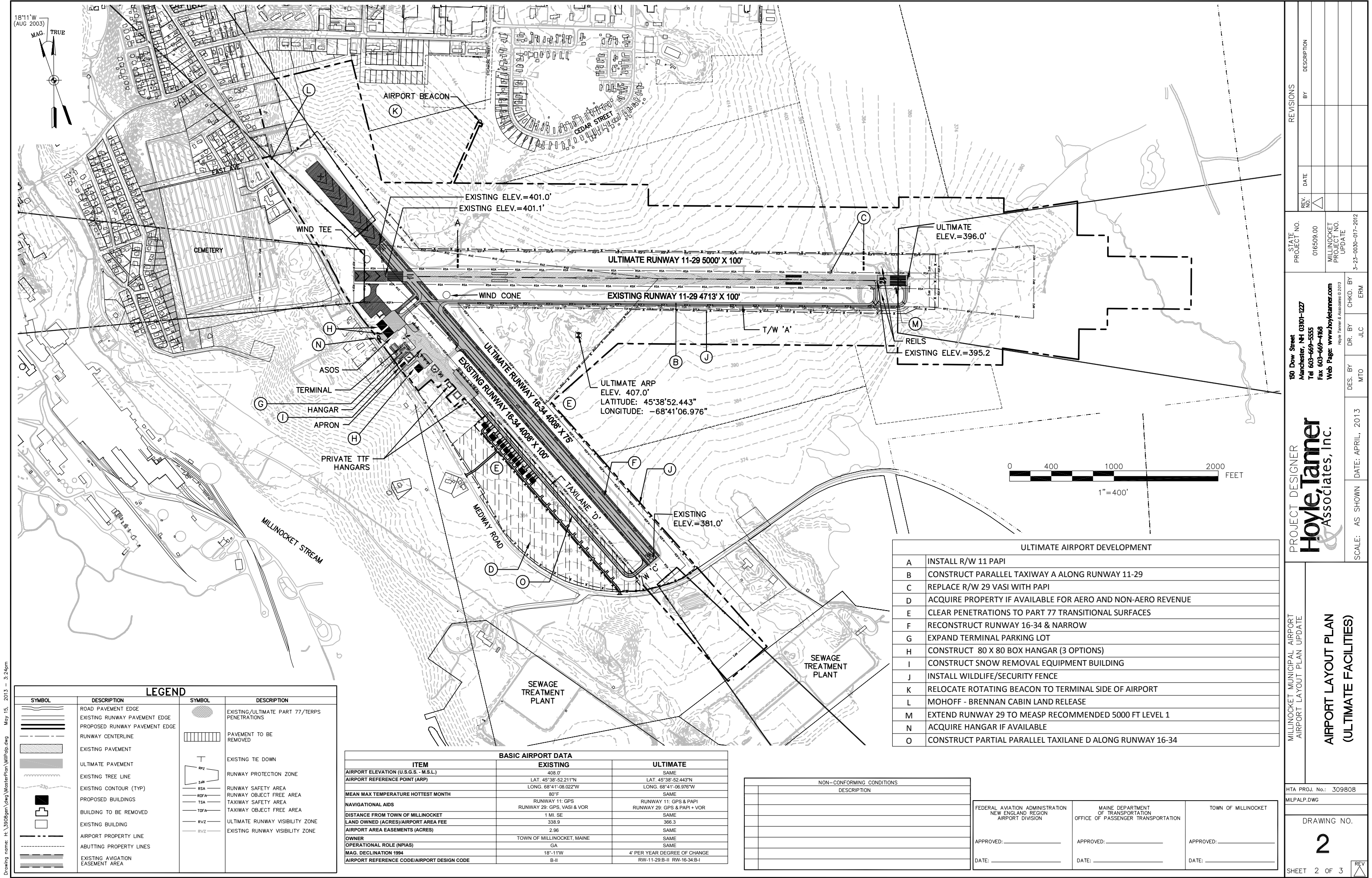
1. COVER/TITLE SHEET
2. AIRPORT LAYOUT PLAN (ULTIMATE FACILITIES)
3. TERMINAL AREA PLAN

APRIL, 2013

Appendix B

REVISIONS		REV. NO.	DATE	BY	DESCRIPTION
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STATE PROJECT NO.		016509.00			
MILLINOCKET PROJECT NO.		UPDATE			
3-23-0030-017-2012					
PROJECT DESIGNER		150 Dow Street Manchester, NH 03101-1227 Tel 603-669-5555 Fax 603-669-4168 Web Page: www.hoyletanner.com Hoyle, Tanner & Associates, Inc. Hoyle, Tanner & Associates © 2013			
SCALE: AS SHOWN		DATE: APRIL, 2013	DES. BY	DR. BY	CHKD. BY
			MTO	JLC	ERM
MILLINOCKET MUNICIPAL AIRPORT AIRPORT LAYOUT PLAN UPDATE		COVER/TITLE SHEET			
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SHEET 1 OF 3		REV			





Drawing name: H:\3098gen\Map\MilPalp.dwg May 15, 2013 - 3:24pm

LEGEND			
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	ROAD PAVEMENT EDGE		EXISTING/ULTIMATE PART 77/TERPS PENETRATIONS
	EXISTING RUNWAY PAVEMENT EDGE		PAVEMENT TO BE REMOVED
	PROPOSED RUNWAY PAVEMENT EDGE		EXISTING TIE DOWN
	RUNWAY CENTERLINE		RUNWAY SAFETY AREA
	EXISTING PAVEMENT		RUNWAY OBJECT FREE AREA
	ULTIMATE PAVEMENT		TAXIWAY SAFETY AREA
	EXISTING TREE LINE		TAXIWAY OBJECT FREE AREA
	EXISTING CONTOUR (TYP)		ULTIMATE RUNWAY VISIBILITY ZONE
	PROPOSED BUILDINGS		EXISTING RUNWAY VISIBILITY ZONE
	BUILDING TO BE REMOVED		
	EXISTING BUILDING		
	AIRPORT PROPERTY LINE		
	ABUTTING PROPERTY LINES		
	EXISTING AVIGATION EASEMENT AREA		

BASIC AIRPORT DATA		
ITEM	EXISTING	ULTIMATE
AIRPORT ELEVATION (U.S.G.S. - M.S.L.)	408.0'	SAME
AIRPORT REFERENCE POINT (ARP)	LAT. 45°38'-52.211"N LONG. 68°41'-08.022"W	LAT. 45°38'-52.443"N LONG. 68°41'-06.976"W
MEAN MAX TEMPERATURE HOTTEST MONTH	80°F	SAME
NAVIGATIONAL AIDS	RUNWAY 11: GPS RUNWAY 29: GPS, VASI & VOR	RUNWAY 11: GPS & PAPI RUNWAY 29: GPS & PAPI + VOR
DISTANCE FROM TOWN OF MILLINOCKET	1 MI. SE	SAME
LAND OWNED (ACRES)/AIRPORT AREA FEE	338.9	366.3
AIRPORT AREA EASEMENTS (ACRES)	2.96	SAME
OWNER	TOWN OF MILLINOCKET, MAINE	SAME
OPERATIONAL ROLE (NPIAS)	GA	SAME
MAG. DECLINATION 1994	18°-11'W	4° PER YEAR DEGREE OF CHANGE
AIRPORT REFERENCE CODE/AIRPORT DESIGN CODE	B-II	RW-11-29-B-II RW-16-34-B-I

NON-CONFORMING CONDITIONS	
DESCRIPTION	

FEDERAL AVIATION ADMINISTRATION NEW ENGLAND REGION AIRPORT DIVISION	MAINE DEPARTMENT OF TRANSPORTATION OFFICE OF PASSENGER TRANSPORTATION	TOWN OF MILLINOCKET
APPROVED: _____	APPROVED: _____	APPROVED: _____
DATE: _____	DATE: _____	DATE: _____

ULTIMATE AIRPORT DEVELOPMENT	
A	INSTALL R/W 11 PAPI
B	CONSTRUCT PARALLEL TAXIWAY A ALONG RUNWAY 11-29
C	REPLACE R/W 29 VASI WITH PAPI
D	ACQUIRE PROPERTY IF AVAILABLE FOR AERO AND NON-AERO REVENUE
E	CLEAR PENETRATIONS TO PART 77 TRANSITIONAL SURFACES
F	RECONSTRUCT RUNWAY 16-34 & NARROW
G	EXPAND TERMINAL PARKING LOT
H	CONSTRUCT 80 X 80 BOX HANGAR (3 OPTIONS)
I	CONSTRUCT SNOW REMOVAL EQUIPMENT BUILDING
J	INSTALL WILDLIFE/SECURITY FENCE
K	RELOCATE ROTATING BEACON TO TERMINAL SIDE OF AIRPORT
L	MOHOFF - BRENNAN CABIN LAND RELEASE
M	EXTEND RUNWAY 29 TO MEASP RECOMMENDED 5000 FT LEVEL 1
N	ACQUIRE HANGAR IF AVAILABLE
O	CONSTRUCT PARTIAL PARALLEL TAXILANE D ALONG RUNWAY 16-34

PROJECT DESIGNER  
**Hoyle, Tanner & Associates, Inc.**

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Tel 603-669-5555  
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DES. BY: MTO  
DR. BY: JLC  
CHKD. BY: ERM

SCALE: AS SHOWN  
DATE: APRIL, 2013

MILLINOCKET MUNICIPAL AIRPORT  
AIRPORT LAYOUT PLAN UPDATE

AIRPORT LAYOUT PLAN  
(ULTIMATE FACILITIES)

HTA PROJ. No.: 309808  
MILPALP.DWG

DRAWING NO.  
**2**

SHEET 2 OF 3

REVISIONS

REV. NO.	DATE	BY	DESCRIPTION
1			

STATE PROJECT NO.  
016509.00  
MILLINOCKET PROJECT NO.  
UPDATE  
3-23-0030-017-2012



PROJECT DESIGNER <b>Hoyle, Tanner &amp; Associates, Inc.</b>	SCALE: AS SHOWN    DATE: APRIL, 2013		DES. BY MTO	DR. BY JLC	CHKD. BY ERM
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PROJECT NO. 016509.00	REV. NO. △	DATE	REVISIONS		
STATE PROJECT NO.	MILLINOCKET PROJECT NO. UPDATE 3-23-0030-017-2012				

# Millinocket Municipal Airport



## Millinocket Municipal Airport

### Through-The-Fence (TTF) Access and Operating Rights

#### Access Agreement

This Agreement is made and entered into on the day and date hereinafter set forth, by and between the Town of Millinocket, Maine, and (Licensee), witnesseth:

WHEREAS, the Town of Millinocket is the Owner of the Millinocket Municipal Airport, Millinocket, Maine; and the basic obligation imposed by the deed and by FAA Grant obligations of the Town of Millinocket is to make available the landing area and Airport public facilities to operators, tenants, and patrons for use in common with others so authorized. The obligation to make an Airport available for the use and benefit of the public does not impose any requirement to permit access by aircraft from adjacent property. In granting access to these common use facilities by off-site tenants, the Town of Millinocket will ensure its capability to control the Airport and to carry out its commitments to the Federal Government. To ensure that use agreements do not place an encumbrance upon the Airport property, off-site property owners or occupants will be required to conform in all respects to the requirements of any existing or proposed grant agreement.

WHEREAS, the Licensee is a (i.e. person, joint venture, LLC, trust, etc.) who owns or leases a tract of land immediately adjacent to the Millinocket Municipal Airport which tract of land is legally described as follows:

(Legal description of access or lease site)

WHEREAS, the Licensee seeks through the fence access for the aeronautical purpose of (stated purpose from written application)

In consideration of the terms and provisions set forth herein, the parties mutually agree as follows:

Owner hereby grants to Licensee, upon the terms hereinafter set forth, a license to enter onto and exit from the Airport **for five years** (terminating DEC 31, 201X) from and to Licensee's above described tract of land at the point described and depicted in

attached Exhibit "A". The point of entrance and exit may be used only by the Licensee for the purposes noted above at its aforesaid location; and may not be used as a "pass-through" point for other persons or businesses.

Licensee shall pay to Owner, as compensation for the privilege being granted by the issuance of such license an annual fee of \$XXX.XX, which is based on the current on-Airport land lease rate of \$0.XX per square foot. The total square footage will be calculated on the squared off hangar building footprint upon Licensee's above-described land or if the aircraft is tied down, the equivalent squared off tie-down area, payable upon receipt of approval of this Agreement by the Licensee and the Owner. The annual fee to be paid during the term of this license shall be paid on January 1 of each year and, if extended, will be adjusted every five years. The fee escalation shall be as determined by the owner and shall be adjusted, increased only if to be changed at all, based on the rental charge then in effect and the cumulative change in the Consumer Price Index—All Urban Consumers, Not Seasonally Adjusted, Boston-Brockton-Nashua, MA-NH-ME-CT, 1982-84=100 published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), or the successor index published by the BLS. If this agreement is terminated by Owner for any reason other than for a violation hereof by Licensee, the owner shall prorate the annual fee over a twelve month period and shall return to Licensee a prorated portion representing the unused months remaining in the term. A termination by Owner for violation of this Agreement, or any termination by Licensee, shall result in a forfeiture of the remaining balance of the annual fee paid.

No aircraft may be moved from the Licensee's premises to the Airport or from the Airport to Licensee's premises except as taxed by a licensed pilot or A & P qualified mechanic; or, towed or physically moved by a person qualified to do so.

The Millinocket Municipal Airport is a non-towered Airport. Licensee, in utilizing this license, shall be and remain responsible and accountable for compliance with all local, state, and federal safety operational requirements imposed on all aircraft using or utilizing such an Airport.

Licensee shall not conduct any aircraft business related activity on its premises which may be in direct competition with an aircraft business related activity provided or afforded on or by the Millinocket Municipal Airport, (e.g. FBO services such as fuel sales, flight instruction, aircraft or avionics repairs, aircraft storage for profit, etc.). Licensee shall be limited to providing hangaring of only their personally owned and registered private aircraft.

Licensee shall comply with all rules and regulations of the Millinocket Municipal Airport and all federal, state and local statutes, laws, and ordinances. Licensee shall not park or store any non-airworthy aircraft on any portion of the Airport at any time whatsoever or allow or permit any third party to do so. Licensee shall not operate any aircraft which is in excess of the 30,000 pounds single wheel gross weight design strength on the Owner's runway, taxiway, and ramp areas, nor allow or permit any third party to do so.

The Owner or Licensee may terminate this license at any time and without cause, upon 90 days' notice in writing to that effect to the other party. If Owner finds that Licensee's use of the permitted access causes air safety concerns or interferes with the operation of the Airport, then Owner may terminate this lease immediately, without notice, and may block the access. If this license is terminated for cause, the Owner shall provide notice as soon as may be practicable. When the license is terminated, Licensee shall immediately cease any further exercise of the license granted. If Licensee shall fail to do so, the Owner may take or seek whatever legal remedies it may deem appropriate, including but not limited to civil and criminal trespass, self-help, and injunctive relief. If Owner takes or seeks any such remedies and prevails, Licensee shall pay Owner's reasonable costs and attorney fees. Notice shall be deemed delivered when either personally served upon an officer or agent of other party, or on the 2<sup>nd</sup> day after mailing such notice to the address shown on signature page for the other party.

Neither this License, nor any right hereunder, may be sold, assigned, or transferred in whole or in part by Licensee. Any attempt to do so shall be deemed to effect an immediate termination of the license. This license shall also terminate upon conveyance, by Licensee, of all of any part of its ownership interest in its aforesaid described tract of land, (excluding a mortgage for loan or collateral purposes).

The Licensee shall comply with and conform in all respects to the obligations of any existing, future, or proposed federal or state grant agreement of which Owner is a party.

The Licensee hereby covenants and agrees that (1) in the use and operation and in the provisions of, or subcontracting for the provisions of services in connection therewith, it will not, on the grounds of race, color, national origin, sex or age, discriminate or permit discrimination against any person or group of persons in any manner; (2) that in the construction of any improvements on, over, or under the leased premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) Licensee shall use the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Part 21, Nondiscrimination 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.

Licensee further understands and agrees nothing herein in this Agreement shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958

Licensee agrees to file FAA form 7460, Notice of Proposed Construction, prior to any alterations of existing structures and prior to constructing any new structures to comply with FAR Part 77 Obstruction Analysis requirements.

IN WITNESS WHEREOF, the parties hereto have signed this License Agreement, in duplicate.

Dated: \_\_\_\_\_

(Official Seal)

By: \_\_\_\_\_  
(Airport Owner)(Title)

STATE OF MAINE  
COUNTY OF PENOBSCOT

I, a Notary Public, in and for said County and State, do hereby certify that (applicable person) personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared as the duly authorized owner representative of Millinocket Airport before me this day in person and acknowledged that said person signed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth, and caused the corporate seal of the Town of Millinocket to be affixed thereto, pursuant to authority given by a resolution of the legislative body of the Town of Millinocket.

Given under my hand and notarial seal

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Notary Seal

\_\_\_\_\_  
Notary Public

Licensee

By: \_\_\_\_\_  
(Licensee Name), Licensee

STATE OF MAINE  
COUNTY OF PENOBSCOT

I, a Notary Public, in and for said County and State, do hereby certify that (applicable person) personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared as the duly authorized representative of (Licensee) before me this day in person and acknowledged that said person signed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

(Notary Seal)