



TENTATIVE AGENDA
REGULAR TOWN COUNCIL MEETING in COUNCIL CHAMBERS & via ZOOM
THURSDAY, APRIL 11, 2024
at 5:30 PM

‘This is a fragrance-free building. Please help us to accommodate our co-workers and clients who are chemically sensitive to fragrances and other scented products. Thank you for not wearing perfume, aftershave, scented hand lotion, fragranced hair products, and or similar products.’

1. Roll Call
2. Pledge of Allegiance
3. Adjustments to the Agenda: n/a
4. Approval of Minutes: March 28, 2024, Regular meeting; April 4, 2024, Special meeting.

UNFINISHED BUSINESS: n/a

5. Special Presentation: Shelley Lane, Superintendent of Schools – FY25 Proposed Budget

NEW BUSINESS:

6. Town Manager’s Report: none
7. ORDER #57-2024 Approval of the Town Warrant for April 11, 2024
8. ORDER #58-2024 Approval of the Wastewater Warrant for April 11, 2024
9. ORDER #59-2024 Approval of a Victualer License Application – Dunkin Donuts
10. ORDER #60-2024 Approval of a Victualer License Application – The Blue Ox Saloon
11. ORDER #61-2024 Approval of a Victualer License Application – Circle K
12. ORDER #62-2024 Approval of a Victualer License Application – Scootic In Restaurant
13. ORDER #63-2024 Approval of Submission of Letter in Opposition of LD-294
14. ORDER #64-2024 Approval of Amicable Termination of Lease with West Branch Aviation
15. ORDER #65-2024 Allocation of American Rescue Act Funding for the Replacement of Park Benches
16. ORDER #66-2024 Approval to Submit Federal Assistance Grant Application for Millinocket Municipal Airport
17. Reports and Communications:

- a. Warrant Committee for the April 25, 2024, Council Meeting will be Councilor Danforth and Councilor Dumais
- b. Chair's Committees Reports
- c. Two Minute Public Comment

18. Adjournment

Join Zoom Meeting <https://us02web.zoom.us/j/82058394915>

Meeting ID: 820 5839 4915

One tap mobile +13017158592, 82058394915# US (Washington DC); +13126266799, 82058394915# US (Chicago)

Dial In: Find your local number: <https://us02web.zoom.us/j/82058394915>

Meetings are open to the public for in person attendance and via Zoom.

The Town of Millinocket supports optional face masks/coverings and social distancing.

Submit any public comments to the Town Manager prior to the meeting: manager@millinocket.org or call (207) 723-7000 Ext.5 to make special arrangements. Meetings are also available via Zoom and YouTube Channel.

Find all direct links on our website: Millinocket.org.

****Stay Healthy, Stay Safe****



Millinocket

Maine's Biggest Small Town

Town of Millinocket
197 Penobscot Avenue
Millinocket, Maine 04462
Manager@Millinocket.org www.millinocket.org
207-723-7000 Ext 5

Citizen Guide to Town Council Meetings

This is an overview of information related to Council Meetings. We hope it is helpful to understanding the process. Thank you for participating in our local government. The town meeting is a place where the public is encouraged to participate. Below are some of the terms:

- **Order** – Item of business to be proposed (motioned) to council for discussion and vote.
- **Motion** – A Councilor proposal to the whole Council for discussion and vote. This could include an Order, an Amendment, or other. Any councilor can make a motion at any point in time during a Town Council meeting, regardless of whether it is on the agenda or not.
- **Second** – A “second” is used when a councilor supports an order to be discussed and voted upon. Without a “second” an order or motion does not get discussed or voted on.
- **Amendment** – A change to an original order, which can be motioned by a councilor and approved or voted down by the whole council.
- **Minutes** – Summary of past meetings, including votes and discussion, that needs Council approval for officially entering the record.
- **Parliamentary Procedure**-This is the protocol used and questions go to the Council Chair. The Council follows Robert’s Rules of Order. The Council adopted additional procedures at the initial session of a new term.
- **Warrant** – a list of articles for items the Council may act on, which usually comes in the form of approving expenditures.
- **Mil Rate** – Tax rate. The tax rate determines what is paid in property taxes. It is stated in “so many dollars per thousand dollars of valuation.” Residential property owners may want to seek homestead exemptions or Veteran’s exemptions (for qualified veterans) to potentially lower their property tax rate, which may be done through the town’s Tax Assessor.
- **Two Minute Public Comment** – Typically the last agenda item provides any member of the public an opportunity to express general concerns, thoughts, or feedback publicly. The Council invites any and all people to speak. Each member of the public will be allowed to speak for a period of not more than two minutes and the Council shall not enter into a debate or a question-and-answer session unless the question can be answered in a brief statement without a debate. This will be at the discretion of the Council Chair.
- **Executive Sessions** – These are private meetings held by the Council when certain matters must be kept confidential to protect other parties, as required by US and/or Maine law, Town Charter, or by contract. This could include personnel issues, legal issues, economic development issues or other. No Action by the Council can be taken in Executive Session—only in public Council meetings can any vote or decision be made by the Council.

- **To ask questions** or offer feedback during Town meetings, the public may do so within the public comment period of each order on the agenda. Any Councilor motion will be open to both the Council and the Public for discussion.

The public is asked to be respectful and orderly. It is of the Council Chairman's discretion to determine whether a public comment is disrespectful or inappropriate in nature, at which point the Chairman may request the ceasing of comment or removal of the public member.

Millinocket publishes the draft agendas on the website and Facebook prior to meetings. If you have questions, you may ask the manager and/or a Town Councilor before the meeting. The town website is www.millinocket.org.

HOW CAN I GET MORE INVOLVED? Come up and speak or submit a written statement to the Council Chairman and/or Town Manager. The Town Council is always seeking public input to ensure all perspectives, beliefs and desires of the public are considered.

Want to do more? Become an appointed member of a committee or board such as the Planning Board, Events Committee, or Board of Appeals. The Town publishes these openings on the website, Facebook, and local newspaper. You may also request to serve on an existing subcommittee by filling out a form on the town website at:

<https://millinocket.org/government/committees-andboards/>.

March 28, 2024

The Regular meeting of the Millinocket Town Council was brought to order in Council Chambers and via Zoom by Chair Madore at 5:50 pm.

Roll Call: Town Council Members Present: Danforth, Dumais, Higgins, Madore, Mackin-Absent/Excused, Pelletier, McLaughlin. Also present: Town Manager Peter Jamieson, Town Clerk Diana Lakeman, Health Officer Thomas Malcolm, Airport Manager Jeff Campbell, Presenters: Bryant Davis & Jimmy Busque-Fin & Feather Club; Media Kat TV, and Brian Brown-Zoom, 3 in person public attendance and 4 in Zoom public.

Pledge of Allegiance; Adjustments to the Agenda: Updates- 2/29/2024 & 3/21/2024 Executive Session Minutes Additions- Order #47-2024.

Approval of Minutes: March 14, 2024, Regular Town Council meeting and February 29, 2024, March 13, 2024, March 14, 2024, and March 21, 2024, Executive Sessions.

Motion- Dumais Second-McLaughlin Vote 6-0

Council Comment: none

Public Comment: none

Special Presentation(s): a) Bryant Davis and Jimmy Busque, Fin & Feather Club Members, LD Letter of Opposition presentation, seeking town support in opposition to the LD bill out in legislation; expressed concerns with direction the bill would take if passes allowing more members on the Board of Authorities, in prevention of voiding Governor Baxter's intention of deeding Baxter Park to Maine, concerns the deed would be voided if the bill passed giving the deed rights back over to the family; emphasizes the detrimental impact to local lands, wildlife, and fisheries, while encouraging to maintain under state and not federal authority; requests a Letter of opposition of the proposed bill which will support the Fin & Feather Club's position to move forward to surrounding communities for request of support.

Council Comment: Council discussion with present members and *TM Jamieson expressed support of the Fin & Feather Club's position on the LD bill concerning the intention with deeds of trust; Chair Madore concludes council discussion acknowledging unanimous support vocalized with request to the manager to prepare and bring an order for the next meeting to consider; Chair Madore inquires when a letter is needed if the town council drafts and approves a letter to be submitted; Braynt explains no urgency however would appreciate as soon as possible to have the support when addressing other communities with the same request; Bryant requests permission to reference the Town Council's verbal support in other community presentations; *TM Jamieson permits the verbal statements expressed during public session is sufficient to use until an order with backup letter for council consideration is approved;

Public Comment: none

Unfinished Business: None;

Town Manager's Report – 3.28.24; Additions- Looks for Council discussion for support of either option addressed in manager's report on replacing Public Works one-ton truck;

Public Works One-Ton Bid: In the FY24 Capital budget, \$65,000 was approved to replace the One-Ton truck at Public Works. The lowest bid we received came in at \$76,000. After discussions with several councilors and mixed reactions, I'm looking for some discussion on the following options:

Buy the truck now – This would consist of an order being presented for consideration of spending \$11,000 from the unassigned fund balance to increase the one-ton budget and make the purchase in this fiscal year. This option would not have any impact on a tax increase.

Buy the truck later – This would mean allowing for a carry-forward of the \$65,000 and paring that with an additional \$11,000 (variable due to timeline) to be built into the FY25 budget. This would mean the \$11,000 (or so) would be included and paid for in the tax raise for July 1.

Eclipse Mass Mailing: Thanks to our Rockstar staff and a partnership with the Katahdin Chamber of Commerce, our mass mailing has been sent out to all addresses within the 04462 zip code, covering tips and advice for our local community members to be best prepared for our expected, massive increase in visitation for the Eclipse. Those should be hitting mailboxes any day now!

ICL in Millinocket: The current Institute for Civic Leadership cohort includes Millinocket's Town Clerk and Community Initiatives Director. Myself, Councilor Danforth, and several others from the region are proud to be alumni of this program.

We were thrilled to be asked to host a 2-day session for the class here in Millinocket. Leaders from all over the state came to Millinocket to experience a changing Town on the rise! The group heard from Deb Roundtree, a fellow alum, about the progress and excitement at the Katahdin Higher Education Center, Tom Shaffer from Maine Heritage Timber, Wabanaki Public Health and Wellness, they visited the Airport and heard all about our big plans from Jeff Campbell, Jess Masse presented about the work of Our Katahdin, and ME! It was an honor to speak on behalf of the Town of Millinocket and my own personal experience as our Town Manager during this incredibly exciting and transitional time!

Respectfully Submitted, Peter Jamieson, Town Manager.

Public Works: The Crew had started preliminary street sweeping operations before the two most recent storms. Public Works has cleared fallen trees from streets and the walking path following the storm on 3-21-24.

A new concrete "bin" was assembled by the crew to store the cold patch inside the public works garage.

A storm drain behind the Town Office was repaired after being washed out by the firefighting effort of the old bank on Penobscot Ave. Recent warm weather has started pothole season early. I encourage you to report potholes that we may have missed. I would like to remind the public and contractors to not push snow into roadways or sidewalks after the town has cleared the right of ways. This continues to be a problem year after year and is a quick way to narrow our streets to one lane width.

Transfer Station:*The contractor that grinds the brush has requested that nothing longer than 8 feet be brought to our brush pile. Anything longer than that plugs the grinder.

We are currently halfway to filling a second tractor trailer with recycled cardboard. We have yet to fill one with plastic or tin. As always, we are accepting all the cardboard, plastic jugs and tin cans that we can get for recycling.

Bryan Duprey, Director of Public Works

Airport: Attended a Public Advisory Committee meeting for the MEDOT State Aviation Plan on 2/29.

Attended a Maine Aeronautical Advisory Board meeting also for the MEDOT on 3/20. Have had several inquiries about flying into Millinocket for the Eclipse. We currently have three students taking flying lessons at Millinocket. I am happy to report that we had no significant issues with cleaning up this latest storm, it just took a couple of days.

Jeff Campbell, Airport Manager

Code / Public Health & Safety: Following up on residential property projects that have been permitted for follow up inspections. Attended online seminar on LHO Guide-Food Service, Health Inspections through LHO continuing training. Attended ZOOM meeting on upcoming Eclipse in April. Working on MMA Safety Grant. Received updated STR proposed ordinance for review from Town Attorney. Gathering information on Solar Energy System Ordinances around the State. Attended National Traffic Incident Management Training held at MFD by MSP and ME DOT. Completed final inspection at Dunkin Donuts and have issued Certificate of Occupancy. Met with several new property owners about renovations to properties they have purchased. Awaiting release of 181 Penobscot Ave from FMO to contact owner about removal of building and clean-up process. Gathering information on Tiny Homes to look at having some changes made to our zoning ordinance. Working with groups around the upcoming Solar Eclipse and helping with planning. Working with subcommittee of Age Friendly on this year's Farmers Market.

Tom Malcolm – Code Enforcement / Public Health & Safety Officer

Human Resources Director: Personnel issues/WC/Unum/Family Medical Leave, Assisting Town Manager and Department heads, Office Responsibilities, Union negotiations with Fire and Public Works

General Assistance Director: Assisted individuals to meet their unmet needs. Submitting reimbursements
Bookkeeper: Processed payroll for Town and Wastewater employees, to include the warrants for the taxes.
AP warrants for this week's council meeting. Assisting Treasurer as needed.

Lori Santerre – HR/GA/Bookkeeper

Wastewater: Working closely with Olver & Associates on Main Pump Station Upgrade; Held successfully Pre-Bid meeting with construction companies. Looking forward to the official bid opening Thursday, the 28th. Eric from Olver Associates will be presenting to update the Council on the project in the coming weeks/month. We had a close call with the Main Pump station during a recent power outage. Thankfully our crew was able to address the issue and, with the help of a company we have a great relationship with, get the generator back up in running, avoiding a bypass! We still have a little work to do to secure its functionality and that will be done asap.

Jason Ingalls – Superintendent of Wastewater Treatment

Treasurer: Spent the month of March working on budgets and budget meetings with the Town Manager and Department Heads. Worked with the School Department on ways to work together to make things easier for both of us. We will be scheduling another quarterly in-person meeting with the Business Manager and I to see where we are at. Monthly work of reconciling accounts. Working with the auditors on Fiscal Year 2023 requests and getting that information to them so the audit can be completed. They are finishing up with the single audit of Federal Grant monies that were selected for testing.

Bev MacLeod – Town Treasurer

Community Initiatives Director: Worked on the community newsletter “Magic City Monthly” along with the Manager and various departments/organizations! Used Facebook, Constant Contact, and digital sign to communicate with the community. Worked alongside Designlab on the following projects: Community Calendar, Social Media, Advertising, Welcome Home Guide, Fine tuning the final draft before turning it over to Designlab, Street Pole Banners, Final designs are being cleaned up by Designlab, Marketing for Eclipse Event and various Eclipse communications. Overseeing the following projects: EV Charger Install, Project complete! Concept design of the Community Center, Brownfields Community Wide Assessment, Sevee and Maher have begun the work. New Awnings for Municipal Building, Will have them up before the Eclipse. Attended an ICL Session in Millinocket, Continued cross training as Deputy of General Assistance. Researched various grant opportunities. Submitted a grant to FEMA for new PPE, hoses, and nozzles with assistance from Treasurer and Fire Chief. Submitted a Letter of Interest to NBRC Timber for Transit for the construction of the Katahdin Regional Airport Terminal Building with assistance from Airport Manager. Worked on the Eclipse event with Outer Reach Broadband. Begun the planning of the Independence Day celebration with Events Team. Spoke at the Maine Sustainability and Water Conference (today 3/28/24) about Millinocket's efforts to become more resilient to the effects of climate change. Attending Mental Health First Aid training (tomorrow 3/29/24)! Received word that we were awarded \$250 from an earmark application I partnered on for energy efficiency upgrades for Town buildings to alleviate future costs to the Town.

Amber Wheaton, Community Initiatives Director

Town Clerk/Tax Collectors Office: Totals include February 21, 2024, through March 25, 2024: Receipt Summary report which provides by receipt type, the number of transactions and total dollars processed at the Town Office. In summary, \$1,300,904.47 were collected, which involved 1453 transactions processed in Trio.
**Report Attached; FY23/24 Real Estate & Personal Property: 2nd half due date past due: 1/25/2024; Tax paid summary as of 3/25/2024: *Reports Attached; - 2024 Real Estate: 510 accounts; Amount Due: \$520,540.03.
- 2024 Personal Property: 32 accounts; Amount Due: \$11,016.02
- Mailed reminder letters to delinquent Personal Property accounts on February 29, 2024.*

April Sewer Billing – 2024 2nd Quarter: Bill Date 4/25/24; Due Date 5/23/24; Interest Date 5/24/24 (8%)
Submitted Department Budget; Mailed renewal reminder letters to current Victualer License holders on 3/20/24. Clerk staff prepared and mailed approx. 1700 Eclipse Residential letters from the Town Manager on 3/25/24; also, hand delivered copies to Assisted Living Facilities to distribute. Motor Vehicle reports current, reconciled, and submitted to BMV. February month end reports for Vital Records, IF& Wildlife, and Dogs were reconciled

and collected monies were submitted to all State agencies accordingly. Marriage and Cemetery season seems to be wrapping up – Recording sales, deeds, electronic/card file. finalizing prior council meeting minutes. Fulfilling requests of tax information, providing normal daily requests of motor vehicle and wastewater and tax account balances via e-mail, fax and phone calls. Processing daily mail, online, phone, and drop box payments. Creating Agendas, posting advertisements of public hearings, notifications, and local paper advertisements, Email correspondence, returning phone messages and inquiries. Elections Department: March 5, 2024, Presidential Primary Election; Items of interest: Finalized, Certified, and Submitted all required Warden and Clerk documents to SOS (Secretary of State-Elections Division) by timeline provided; Pending VPH access to finalize election duties. Absentee Ballot Applications only are available for the June 11th, 2024, Primary: request can be made by electronic ABR system, mail in, in person, or over the phone.

Other Items: Boards/Committees: Personnel Appeals Board: (1) Full seat available – James Lawrence/Expired 12/23. Board of Appeals: (2) Full Seats available - Krystle Garand/Expired 12/23, Dan Bernard/Expired 1/24;

Recreation Advisory Committee: (1) Full Seat available – Brennan Turner/Expired 12/23

2024 Annual Transfer Site stickers available; Resident fee: \$20/Non-Resident fee: \$10

2024 Snowmobile and Boat Registration Stickers available: Reminder: IF & Wildlife mandatory agent fee increase to \$5 on ATV snowmobile registrations; Continued restoration efforts of vital records by filing, indexing, and storage.

Respectfully, Diana Lakeman Town Clerk & Sharon Cyr Tax Collector

Fire & Ambulance: Attended various committee meetings. Chief Cote attended the Penobscot County Fire Chiefs Association Meeting via zoom. Chief Cote attended multiple County & State Eclipse Planning meetings via zoom. Chief Cote hosted a virtual planning meeting for the Town of Millinocket on emergency planning and operations for the Eclipse. Chief Cote attended Regional EMS Meeting via Zoom. Chief Cote attended a tabletop exercise at Baxter Park HQ with Park Rangers and Maine Forest Service on Wildfire response on March 19th. Chief Cote attended the Annual Town Fire Warden Meeting in Lincoln on March 20th. Chief Cote attending the Maine Fire Chiefs Professional Development Conference at Sunday River- March 27th-29th. Millinocket Fire hosted a TIMS (Traffic Incident Management Systems) Course on March 14th. Chief Cote attended a mutual aid meeting with neighboring chiefs on March 25th. ISO (Insurance Service Office) completed a site survey on March 20th. Annual Drivers Training was held for all department members. Annual Wildland Fire Training was held for all department members. Accountability Program has been put into place for fire ground scenes and accountability tags issued to all department members and an accountability board carried on the Engine. Katahdin Area Regional Firefighter I&II is going full speed at Millinocket Fire, with 3 department members attending. Conducted a Fire Station Visit/Tour for Living Innovations. Fulltime Staff and Millinocket Regional Hospital Staff completed Hazmat Operations Class Part 1 on March 22nd. Department Members critiqued and reviewed the fire at the former bank. Duty Crews are getting equipment ready for Spring Wildfire Season. New Wildfire Equipment from the Forestry Grant been placed in service and training done on it. Department received from Maine EMS a new pediatric/neonatal transport device known as “Kangaroo Fix” and fulltime crews have completed training on this. Ambulances & Chief’s Truck had annual maintenance and service done to them. Side By Side is getting serviced, tires replaced, lights and siren have been installed, and wildfire equipment has been purchased for it as well. 781 & 783 had some minor repairs done to wiring and pump issues by Northeast Fire Apparatus and K&T Environmental and Fire Sales. Chief Cote and Fulltime Staff completed ISO surveys for the department and submitted them to ISO. Chief Cote and Community Initiative Director submitted the 2023 Assistance to Firefighters Grant. Chief Cote is working full speed on emergency action plan and operations plan for the Eclipse on April 8th. Chief Cote wrote a new Emergency Driver SOG for all department members. Chief Cote continues to work with Town Administration and the County on Fire & EMS contracts for the unorganized townships. Chief Cote continues working on updating mutual aid plans, response plans, and preplans. Duty Crews continue assisting with the Age Friendly Sand Bucket Program and have delivered buckets to all those who have requested them. One FF/Paramedic out for on-the-job injury, unknown at this time how long personnel will be out. Two Firefighters/EMT-Basics are

out on medical leave. One Fulltime Opening is posted and being advertised. Full-time and Paid Call Staff Meetings and Training continue monthly.

Jon Cote – Fire Chief

Millinocket Memorial Library: SEE ATTACHED REPORT

Council Comment: Councilor Pelletier thanks the manager for concise and comprehensive report, supports replacement of PW one-ton truck this year;

Councilor Danforth supports truck purchase this year; acknowledges Diana Furukawa presentation at the Millinocket Library during the ICL leadership visit; inquires if average tax amounts due; Town Clerk Lakeman informs amount is average noting averages has gone down over the past few years;

Councilor Dumais inquires amount of unassigned fund balance noting support for the purchase of the one-ton truck in next year's budget pending if the urgency for the needs of the department; inquires negotiations with town's mutual aid and county agreements with recommendation for negotiations for contracts to replace agreements; *TM Jamieson informs unassigned fund balance approximately 4.1 million dollars, states unorganized territories voted out the negotiations approved by County Commissioner, notes emergency response into unorganized territories exceeds the stipend \$5000 easily used in two calls, explains Fire Chief Cote working through a process compiling data to support with expectation to have finalized agreements after the beginning of April, noted different contract options available; states mutual aid officially contracted with Medway strong agreements with surrounding communities, confirms there is an agreement throughout the entire county; Councilor Dumais addresses the absence of the police department report with suggestion to include in next communications; *TM Jamieson informs can provide an updated department report having recent communications; Councilor Higgins acknowledges the potholes around town; inquires if direction is needed from previous presentation from Olver Associates pertaining to the Bates Street projects; *TM Jamieson informs he is waiting until further information is received for funding needed, notes he will only present with final expenditure amounts which are not available yet; Councilor Higgins expressed concerns with the extended damage to the road conditions emphasizing concerns with flooding and the need to address the town's infrastructure; Chair Madore clarifies Bates Street road projects will not fix the flooding entirely; Councilor Higgins supports the one-ton truck purchased this year; Councilor Pelletier acknowledges Bate Street surrounding lots recently purchased where land areas were filled in that when opened previously allowing overflow water pooling which fixed the issues through the winter melt/flood season; Councilor McLaughlin addressed the negative feedback received from some community members as she found it to be very informative and thankful for the Town's consideration to address relative concerns pertaining to the Eclipse event; supports the purchase of the PW one-ton truck this year; Chair Madore supports option one to purchase the PW one-ton truck this year, emphasizes that pets are susceptible the Solar Eclipse as well and encourages all pet owners to bring your pets inside and cover all windows/doors visible access points to outside viewing during the eclipse event, takes the opportunity to thank the Wastewater department addressing impressive work done at the pump station; acknowledges the treasurers' report regarding ESSER monies received; *TM Jamieson informs at least half of the full balance has been received giving credit to the treasurer and school bookkeeper for maintaining communications; Chair Madore acknowledges the great programs available at the Library having attended one recently; *TM Jamieson informs staff invited to speak at School Job Fair, to be held on April 2, 2024.

Public Comment: Town Clerk Lakeman acknowledged Steve Sanders from Our Katahdin who participated in the ICL presentations, collaboration with surrounding communities in economic development, intentions for their partnership and key roles played with land/business development while touring the previous mill site, also toured the One North lagoon site with the anticipated Salmon harvesting, noting very informative and impressive to visit; Councilor Danforth acknowledges Michelle McInnis also from Our Katahdin, playing a crucial role in communications for ICL; Councilor Dumais expressed excitement with hopes to visit the lagoon site.

ORDER #49-2024 PROVIDING FOR: Execution of the Town Warrant for March 28, 2024
IT IS ORDERED that the Town Warrant for March 28, 2024, in the amount of \$149,827.95 is hereby approved.
Motion- Madore Second-Danforth Vote 6-0
*Council Comment: Noted larger expenses: Brownfield's Assessment, Versant Power, Ascent Aviation Group, Hol Tanner Associates, Dead River, Elan Financial Services, MMA-Worker's Comp, Municipal Waste Solutions; Councilor Pelletier inquired about the smaller check amounts inquiring the newly listed names like Nicolas Ouellette and Carol Niewola; *TM Jamieson address Nicolas Ouellette is fulfilling some automotive work with the mechanics vacancy; Jeff Campbell, Airport Manager informs Carol is hired as an independent Estimator necessary for grant projects noting agreements are reimbursable all but 5%.*
Public Comment: none

ORDER #50-2024 PROVIDING FOR: Execution of the Wastewater Warrant for March 28, 2024
IT IS ORDERED that the Wastewater Warrant for March 28, 2024, in the amount of \$13,458.19 is hereby approved. Motion- Madore Second-Dumais Vote 6-0
Council Comment: Noted larger expenses: MMA, Versant Power
Public Comment: none

ORDER #51-2024 PROVIDING FOR: Approval of an Application for a Victualer License for Big Daddy's Hot Box – MFT
IT IS ORDERED that the attached application for a Victualer License is hereby approved for:
Ike Contino, 226 Kendall Corner Rd, Waldo, ME d/b/a Big Daddy's Hot Box, Mobile Food Truck
Motion-Higgins Second-Dumais Vote 6-0
Council Comment: Councilor Dumais favors and supports all words addressed in the order: Big Daddy's Hot Box Food Truck.
Public Comment: none

ORDER #52-2024 PROVIDING FOR: Approval of an Application for a Victualer License for Joe's Chuck Wagon - MFT
IT IS ORDERED that the attached application for a Victualer License is hereby approved for:
Joseph W. Larson, 2 Nohkomess Street, Apt. 213, Old Town, ME d/b/a Joe's Chuck Wagon, Mobile Food Truck.
Motion-Pelletier Second-Higgins Vote 6-0
Council Comment: none
Public Comment: none

ORDER #53-2024 PROVIDING FOR: Approval of an Application for a Victualer License for Yum Bake Shop
IT IS ORDERED that the attached application for a Victualer License is hereby approved for:
Maria Rowe, 68 Congress Street, Millinocket d/b/a Yum Bake Shop, 215 Penobscot Avenue, Millinocket.
Motion-Danforth Second-Dumais Vote 6-0
Council Comment: Councilor Dumais expressed extreme favor for Yum's Bake Shop in acknowledgement to Maria for his 15-to-20-pound weight gain.
Public Comment: none

ORDER #54-2024 PROVIDING FOR: Approval of Permanent Community Initiatives Director Position
WHEREAS: Order #31-2022 (attached) approved a full-time budget line to be added for a previously approved, temporary Community Initiatives Director position; and WHEREAS: This position was intended to have a trial period of two years before being reviewed and reconsidered as a permanent addition to the Town staff;

IT IS ORDERED: That the Millinocket Town Council, upon review of the attached job description which has been improved after 2 years of the program's growth and evolution, approves the Community Initiatives Director position as a permanent addition at the to the staff roster for the Town of Millinocket at the level of Depart Head.

Motion-McLaughlin Second-Danforth Vote 6-0

Council Comment: Councilor Dumais inquired about job description with cross training with GA department and relative services; Councilor Danforth inquires clarification of context around Department Head level and if any change from current status; *TM Jamieson informs no current status change as department of one.

Public Comment: Sandra Sullivan, 104 Sunset Drive-via Zoom, acknowledges the current CID Amber Wheaton being invaluable to the town stating she does not feel the residents fully realize that the town projects are majorly funded by grants, supports the permanent position is necessary for the town.

*TM Jamieson recognizes that approximately 1.6 million dollars brought in by grant funding in the past 2-years, Clarifies the order motioned strictly addresses the job and description and not the person currently in position; Councilor Dumais thanks Sandy for expressing support for the position, expressed concerns that municipalities are not in the business of job creations while acknowledging the need for grants, acknowledges the manager's clarification of the order addressing the approval of the position and not the person; Councilor Higgins expressed appreciation for the Manager's clarification of intention for the order not about the person but the position.

Reports and Communications:

a. Warrant Committee for the April 11, 2024, Regular Council meeting will be Councilor McLaughlin and Councilor Pelletier.

b. Chair Committee Reports: Councilor Danforth, Age Friendly Committee, Farmer's/Artisans market final discussions and finalizing application.

c. Two Minute Public Comment: Jesse Dumais, 10 Somerset Street, acknowledged council approved increasing \$100,000 to budget line for road paving under public works, encourages Somerset Street up through to the hospital gets looked at stating it is one of the worse road conditions in town; Chair Madore recognized \$450,000 in budged line being increased prior years and moving in the right direction.

Motion to adjourn at 7:05 p.m. –Dumais, Second –Danforth Vote 6- 0

April 4, 2024

The Special meeting of the Millinocket Town Council was brought to order in Council Chambers and via Zoom by Chair Madore at 4:30 pm.

Roll Call: Town Council Members Present: Danforth, Dumais, Higgins, Madore, Mackin, Pelletier via Zoom, McLaughlin. Also present: Town Manager Peter Jamieson, Town Clerk Diana Lakeman, Treasurer Beverly MacLeod, CID Amber Wheaton; Assessor Lorna Thompson, Health Officer Thomas Malcolm, Wastewater Superintendent Jason Ingalls, Recreation Director Jody Nelson, GA/Personnel Lori Santerre, Public Works Director Bryan Duprey via Zoom, Airport Manager Jeff Campbell, Fire Chief Jonathon Cote via Zoom, Library Director Diana Furukawa, Media: Brian Brown-Zoom, 1 in person public attendance and 1 in Zoom public.

Pledge of Allegiance; Adjustments to the Agenda: none.

ORDER #56-2024 PROVIDING FOR: Approval of an Application for a Victualer License for Little Red Snack Shack - MFT

IT IS ORDERED that the attached application for a Victualer License is hereby approved for:

Jennifer Downs, 9 Willow Street, Bangor, ME

d/b/a

Little Red Snack Shack, Mobile Food Truck

Motion- Danforth Second- McLaughlin Vote -7-0

Council Comment: none

Public Comment: none

Motion to adjourn at 4:33 p.m. –Dumais, Second – Higgins Vote 7-0

ORDER #57-2024

PROVIDING FOR: Execution of the Town Warrant for April 11, 2024

IT IS ORDERED that the Town Warrant for April 11, 2024, in the amount of \$108,077.38 is hereby approved.

Passed by the Town Council _____

Attest: _____

TOWN WARRANTS

**TOWN COUNCIL MEETING
THURSDAY, APRIL 11, 2024**

TOWN	WARRANT (289)	
WARRANT	APRIL 11, 2024	\$108,077.38
	TOTAL	\$108,077.38

Millinocket
11:35 AM

A / P Check Register
Bank: BANGOR SAVINGS A/P

04/09/2024
Page 2

TOWN

Type	Check	Amount	Date	Wrnt	Payee
	Total	108,077.38			

Count	
Checks	48
Voids	0

A / P Check Register
Bank: BANGOR SAVINGS A/P

town

Type	Check	Amount	Date	Wrnt	Payee
R	35335	1,785.91	04/11/24	289	2095 AMBULANCE MEDICAL BILLING
R	35336	63.03	04/11/24	289	1078 BEE LINE CABLE
R	35337	2,157.50	04/11/24	289	0869 BIDDEFORD INTERNET CORPORATION
R	35338	518.91	04/11/24	289	0229 CARQUEST AUTO PARTS
R	35339	55.55	04/11/24	289	2154 COTE, JONATHAN P
R	35340	3,245.22	04/11/24	289	0157 DEAD RIVER
R	35341	418.65	04/11/24	289	0181 DYSARTS SERVICE
E	35342	7,893.03	04/11/24	289	2173 ELAN FINANCIAL SERVICES
R	35343	750.00	04/11/24	289	0196 EMERY LEE & SONS, INC.
R	35344	771.00	04/11/24	289	2236 GAIL E WOURMS
R	35345	140.48	04/11/24	289	0226 GALLS LLC
R	35346	163.25	04/11/24	289	1629 GATEWAY PRESS
R	35347	46.52	04/11/24	289	0235 GILMAN ELECTRICAL SUPPLY
R	35348	35.00	04/11/24	289	0250 HANNAFORD
R	35349	86.20	04/11/24	289	1039 HOGAN TIRE, INC.
R	35350	65.00	04/11/24	289	2102 JAMIESON, PETER
R	35351	240.72	04/11/24	289	1277 JIMAR CONSTRUCTION PRODUCTS, LLC
R	35352	561.29	04/11/24	289	2242 JOHN F. WILEY
R	35353	106.84	04/11/24	289	0330 KATAHDIN MOTORS, INC.
R	35354	1,195.13	04/11/24	289	1903 KATAHDIN TRUE VALUE
R	35355	559.48	04/11/24	289	2243 KENDRICK ROGER
R	35356	150.00	04/11/24	289	0365 LINCOLN RENTAL SYSTEMS INC.
R	35357	365.00	04/11/24	289	0915 LOWRY, BRIAN
R	35358	3,482.98	04/11/24	289	1849 MAINE TECHNOLOGY GROUP LLC
R	35359	41,128.53	04/11/24	289	0037 MAINE WATER COMPANY
R	35360	78.60	04/11/24	289	0687 MALCOLM, THOMAS M.
R	35361	447.62	04/11/24	289	1259 MATHESON TRI-GAS, INC.
R	35362	4,773.00	04/11/24	289	0451 MILLINOCKET INSURANCE AGENCY
R	35363	1,109.73	04/11/24	289	0471 MUNICIPAL REVIEW COMMITTEE, INC
R	35364	15,640.19	04/11/24	289	2198 MUNICIPAL WASTE SOLUTIONS, LLC
R	35365	449.39	04/11/24	289	1819 NAPA AUTO PARTS
R	35366	5,864.83	04/11/24	289	1680 NEW ENGLAND SALT CO. LLC
R	35367	106.82	04/11/24	289	0511 OAK GROVE SPRING WATER CO.
R	35368	134.16	04/11/24	289	1669 OFFICE DEPOT, INC
R	35369	334.50	04/11/24	289	0513 OLVER ASSOCIATES INC.
R	35370	3,000.00	04/11/24	289	1630 PITNEY BOWES BANK RESERVE ACCOUNT
R	35371	4,692.55	04/11/24	289	1596 PREBLE OIL COMPANY
R	35372	550.00	04/11/24	289	1560 PRO INDUSTRIAL PLUS
R	35373	21.22	04/11/24	289	0584 REGISTER OF DEEDS
R	35374	637.50	04/11/24	289	1499 RUSH, JEFFREY S
R	35375	1,940.90	04/11/24	289	1772 SARGENT CORPORATION
R	35376	199.52	04/11/24	289	1404 TRACTOR SUPPLY COMPANY
R	35377	109.86	04/11/24	289	0699 TRANSCO BUSINESS TECHNOLOGIES
R	35378	85.00	04/11/24	289	0731 TWO DUCKS ON AN ISLAND, LLC
R	35379	810.00	04/11/24	289	2241 TYLER J LEE
R	35380	148.56	04/11/24	289	0748 US CELLULAR
R	35381	23.33	04/11/24	289	1502 VERSANT POWER
R	35382	934.88	04/11/24	289	2238 WITMER PUBLIC SAFETY GROUP, INC

ORDER #58-2024

PROVIDING FOR: Execution of the Wastewater Warrant for April 11, 2024

IT IS ORDERED that the Wastewater Warrant for April 11, 2024, in the amount of \$11,181.20 is hereby approved.

Passed by the Town Council _____

Attest: _____

WASTEWATER WARRANTS

**TOWN COUNCIL MEETING
THURSDAY, APRIL 11, 2024**

WW	WARRANT (290)	
WARRANT	APRIL 11, 2024	\$11,181.20
	TOTAL	\$11,181.20

Millinocket
3:12 PM

A / P Check Register
Bank: KEY BANK WW A/P FD 3

04/09/2024
Page 1

WW

Type	Check	Amount	Date	Wrnt	Payee
R	10867	73.72	04/11/24	290	0869 BIDDEFORD INTERNET CORPORATION
R	10868	211.93	04/11/24	290	2244 BIG STATE INDUSTRIAL SUPPLY, INC
R	10869	2,351.86	04/11/24	290	1781 CMD POWERSYSTEMS, INC
R	10870	45.44	04/11/24	290	1903 KATAHDIN TRUE VALUE
R	10871	543.48	04/11/24	290	1849 MAINE TECHNOLOGY GROUP LLC
R	10872	65.85	04/11/24	290	0649 STERNS LUMBER COMPANY INC
R	10873	37.14	04/11/24	290	0748 US CELLULAR
R	10874	7,851.78	04/11/24	290	1057 USA BLUE BOOK
Total		11,181.20			

Count	
Checks	8
Voids	0

ORDER #59-2024

PROVIDING FOR: Approval of an Application for a Victualer License for Drewco LLC

IT IS ORDERED that the attached application for a Victualer License is hereby approved for:

Michael Ouimet, Drewco LLC, 749 Central Street, Millinocket
d/b/a
Dunkin Donuts, 749 Central Street, Millinocket.

Passed by the Town Council _____

Attest: _____



Millinocket

Maine's Biggest Small Town

APPLICATION FOR A VICTUALERS LICENSE

FEE: \$25.00

ITEM	NEEDED
Victualer/State.Lic	<input checked="" type="checkbox"/>
Date Paid	3/27/24
Payment Type	<input checked="" type="checkbox"/>
Expire Date	May 31, 25
Clerks' Approval	AMM

NAME OF APPLICANT: Drewco LLC / Michael Dumet

PHONE NUMBER OF APPLICANT: 860 747-6782 x 240

RESIDENCE OF APPLICANT: 749 Central Street

NAME OF BUSINESS: Drewco LLC

PHONE NUMBER OF BUSINESS: 207-723-0975

BUSINESS ADDRESS: 132 Riverside Ave. Bristol CT 06010

NATURE OF BUSINESS: Dunkin Donuts

LOCATION TO BE USED: Entire Building

RESIDENCE OF APPLICANT IN THE LAST FIVE YEARS:

Michael Dumet: 60 Cape Farms Rd. Farmington CT

LIST OF PRINCIPAL OFFICERS, TITLES AND ADDRESS FOR THE PAST THREE YEARS:

Michael Dumet - Managing member - 132 Riverside Ave. Bristol CT 06010

DESCRIPTION OF PREMISES TO BE LICENSED

Free Standing building

(PLEASE INCLUDE CURRENT COPY OF YOUR STATE OF MAINE DEPARTMENT OF HUMAN SERVICES FOOD VENDOR'S LICENSE)

BUSINESS Drewco LLC
DUNKIN DONUTS - 749 Central St.

ORDER # 59-2024

COVER SHEET FOR LIQUOR, ENTERTAINMENT OR VICTUALER LICENSE
APPLICATIONS



TAXES ARE CURRENT

RE
PP

Yes

No



WASTEWATER IS CURRENT

Yes

N/A

No



POLICE INCIDENTS IN THE PAST YEAR

Yes

No

(IF APPLICABLE PLEASE LIST)



State of Maine

Department of Agriculture, Conservation & Forestry
Division of Quality Assurance & Regulations
28 State House Station, Augusta, ME 04333-0028
(207) 287-3841

SERIAL NUMBER

153610

2-29561

April 7, 2023

April 28, 2024

LICENSE NUMBER

DATE OF ISSUE

DATE OF EXPIRATION

This certifies that
Drewco LLC
Drewco LLC
132 Riverside AVE

Bristol, CT 06010-

BAKERY

*move Locations
4/1/24*

Location: 719 Central ST, Millinocket

This certificate is valid only between the date issued and expiration date appearing herein. Only the named holder at the location for which issued may use it.

The person named herein is authorized to sell or manufacture food products, fuel and/or sell or repair weighing and measuring devices as permitted by law for the listed authorizations.

This certificate and/or each type of authorization represented is subject to suspension, revocation or cancellation as authorized by Maine Revised Statutes.

LICENSE TYPE

DESCRIPTION OF LICENSE AUTHORIZATIONS

FEE

License Type	Authorizations	Fee
Retail Bakery	Baked Goods (produced on site) Coffee/Tea(prepared on site) Hot Foods (prepared on site)	50.00
	TOTAL:	50.00



Department of Agriculture, Conservation & Forestry

Division of Quality Assurance

Amanda Beal

Celeste Franklin

Commissioner

Director

ORDER #60-2024

PROVIDING FOR: Approval of an Application for a Victualer License for The Blue Ox Saloon

IT IS ORDERED that the attached application for a Victualer License is hereby approved for:

Thomas St John, 61 Penobscot Avenue, Millinocket
d/b/a
The Blue Ox Saloon, 61 Penobscot Avenue, Millinocket.

Passed by the Town Council _____

Attest: _____

BUSINESS The Blue Ox Saloon
61 Rembrandt Ave

ORDER # 600-2024

**COVER SHEET FOR LIQUOR, ENTERTAINMENT OR VICTUALER LICENSE
APPLICATIONS**



TAXES ARE CURRENT

Yes

No



WASTEWATER IS CURRENT

Yes

No



POLICE INCIDENTS IN THE PAST YEAR

Yes

No

(IF APPLICABLE PLEASE LIST)



Millinocket

Maine's Biggest Small Town

ITEM	NEEDED
Victualer/State.Lic	
Date Paid	3-27-24
Payment Type	Check
Expire Date	May 31, 25
Clerks' Approval	<i>[Signature]</i>

APPLICATION FOR A VICTUALERS LICENSE

FEE: \$25.00

NAME OF APPLICANT: Thomas St. John

PHONE NUMBER OF APPLICANT: 723-6936

RESIDENCE OF APPLICANT: Millinocket

NAME OF BUSINESS: The Blue Ox Saloon

PHONE NUMBER OF BUSINESS: 723-6936

BUSINESS ADDRESS: 61 Penobscot Ave.

NATURE OF BUSINESS: Bar & Restaurant

LOCATION TO BE USED: 61 Penobscot Ave

RESIDENCE OF APPLICANT IN THE LAST FIVE YEARS:
Millinocket 61 Penobscot Ave

LIST OF PRINCIPAL OFFICERS, TITLES AND ADDRESS FOR THE PAST THREE YEARS:
Thomas St. John (Owner)

DESCRIPTION OF PREMISES TO BE LICENSED
40'x90' Bldg. 1st Floor + patio

(PLEASE INCLUDE CURRENT COPY OF YOUR STATE OF MAINE DEPARTMENT OF HUMAN SERVICES FOOD VENDOR'S LICENSE)

State of Maine

DEPARTMENT OF HEALTH AND HUMAN SERVICES
EST ID: 7205

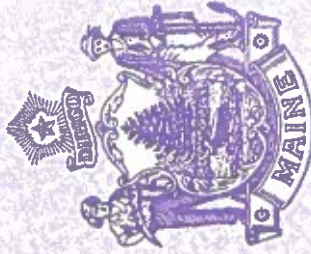
EATING PLACE TIER 3 80 Seats (In)

THE BLUE OX
51 PENOBSCOT AVE
MILLINOCKET ME 04462

ST JOHN, THOMAS
THE BLUE OX
51 PENOBSCOT AVE
MILLINOCKET ME 04462

EXPIRES: 01/08/2025

FEE: \$300.00



Jeanne A. Lambert

Commissioner

NON-TRANSFERABLE

ORDER #61-2024

PROVIDING FOR: Approval of an Application for a Victualer License for Circle K

IT IS ORDERED that the attached application for a Victualer License is hereby approved for:

Mac's Convenience Stores, LLC, PO Box 347 Columbus, Indiana 47202
d/b/a
Circle K, 719 Central Street, Millinocket.

Passed by the Town Council _____

Attest: _____



Millinocket

Maine's Biggest Small Town

APPLICATION FOR A VICTUALERS LICENSE

FEE: \$25.00

ITEM	NEEDED
Victualer/State.Lic	<input checked="" type="checkbox"/>
Date Paid	4-3-24
Payment Type	Check #18923
Expire Date	May 31, 25
Clerks' Approval	DLL

NAME OF APPLICANT: Mac's Convenience Stores, LLC

PHONE NUMBER OF APPLICANT: 812-379-9227 ext 5093

RESIDENCE OF APPLICANT: P.O. Box 347 Columbus, Indiana 47202

NAME OF BUSINESS: Circle K 4707113

PHONE NUMBER OF BUSINESS: 207-723-6124

BUSINESS ADDRESS: 719 Central Street Millinocket, Maine 04462-1840

NATURE OF BUSINESS: Convenience store with food and fuel

LOCATION TO BE USED: 719 Central Street

RESIDENCE OF APPLICANT IN THE LAST FIVE YEARS:

Please see attached

LIST OF PRINCIPAL OFFICERS, TITLES AND ADDRESS FOR THE PAST THREE YEARS:

Please see attached

DESCRIPTION OF PREMISES TO BE LICENSED

One story, ground level convenience store selling prepackaged food/drink and fuel

(PLEASE INCLUDE CURRENT COPY OF YOUR STATE OF MAINE DEPARTMENT OF HUMAN SERVICES FOOD VENDOR'S LICENSE)



State of Maine

Department of Agriculture, Conservation & Forestry
Division of Quality Assurance & Regulations
28 State House Station, Augusta, ME 04333-0028
(207) 287-3841

SERIAL NUMBER

159809

2-27279

December 19, 2023

December 31, 2024

LICENSE NUMBER

DATE OF ISSUE

DATE OF EXPIRATION

This certificate is valid only between the date issued and expiration date appearing herein. Only the named holder at the location for which issued may use it.

The person named herein is authorized to sell or manufacture food products, fuel and/or sell or repair weighing and measuring devices as permitted by law for the listed authorizations.

This certificate and/or each type of authorization represented is subject to suspension, revocation or cancellation as authorized by Maine Revised Statutes.

This certifies that

Circle K #4707113

Mac's Convenience Stores LLC

PO Box 347

Columbus, IN 47202-

CONVENIENCE STORE

Location: 719 Central ST, Millinocket

LICENSE TYPE

DESCRIPTION OF LICENSE AUTHORIZATIONS

FEE

License Type		Authorizations	Fee
Retail Bakery	11 to 25	Baked Goods (produced on site) Beverage Dispenser Coffee/Tea(prepared on site) Cold Foods (prepared on site) Dairy Products Frozen Food Fruit Juices Hot Foods (prepared on site) Hotdog Steamer Prepackaged Meat Prepackaged Food Ready to Eat Deli Items Seafood (Ready to Eat)	50.00
Retail Food Establishment	11 to 25		50.00
Retail Meat	Prepackaged for Direct Sale		10.00
Retail Fuel		Nozzles: 38	760.00
TOTAL:			870.00



Department of Agriculture, Conservation & Forestry

Division of Quality Assurance

Amanda Beal

Celeste J. Rankin

Commissioner

Director

MAC'S CONVENIENCE STORES LLC
MAC'S CONVENIENCE STORES LLC
FED I.D. 98-0349427

Managers

Kathy Cunningham
Matt Dolan
Debbie Gooldy
Melissa Duncan

Mac's Convenience Stores LLC - Officer Listing

<u>NAME</u>	<u>TITLE</u>	<u>DATE OF BIRTH</u>	<u>% OF OWNERSHIP</u>
Couche-Tard U.S. INC.	Member	NA	100%
Darrell Jay Davis	President and Executive VP of North America Development and Construction	12/23/1958	0%
Kathy Kerr Cunningham	Senior Vice President, Global Shared Services and Secretary	3/10/1967	0%
Matthew P. Dolan	Vice President Operations Great Lakes	9/28/1970	0%
Debra Ann Gooldy	Assistant Secretary	8/27/1965	0%
Melissa Ann Duncan	Assistant Secretary	5/7/1972	0%
Tara Leipart	Assistant Secretary	8/1/1983	0%

Purpose for Organization

To engage in any business that may be engaged in by a foreign limited liability company, including but not limited to the operation of convenient stores, gas stations and similar retail stores.

BUSINESS Nacs Conv. Stores LLC
719 Central St.

ORDER # 201-2024

**COVER SHEET FOR LIQUOR, ENTERTAINMENT OR VICTUALER LICENSE
APPLICATIONS**



TAXES ARE CURRENT

RE.
PP. Yes ✓ No ✓



WASTEWATER IS CURRENT

Yes ✓ No



POLICE INCIDENTS IN THE PAST YEAR

Yes No ✓

(IF APPLICABLE PLEASE LIST)

**RE Account 2233 Detail
as of 04/03/2024**

Name: MAC'S CONVENIENCE STORES
Location: 719 CENTRAL STREET
Acreage: 3.02 Map/Lot: U13-002
Book Page: B5179P81, B10100P189, B12787P88

Land: 86,100
Building: 438,600
Exempt: 0

Total: 524,700

2024-1 Period Due:
1) 0.18
2) 11.51

Ref1: I0125R
Mailing: 935 E TALLMADGE AVENUE
Address: AKRON OH 44310

Year	Date	Reference	P	C	Principal	Interest	Costs	Total
2024-1 R	09/26/23	Original			14,796.54	0.00	0.00	14,796.54
	11/1/2023	CHGINT	1	I	0.00	-11.51	0.00	-11.51
	11/1/2023		A	P	14,785.03	11.51	0.00	14,796.54
		CURINT			0.00	-0.18	0.00	-0.18
		Total			11.51	0.18	0.00	11.69
2023-1 R					0.00	0.00	0.00	0.00
2022-1 R					0.00	0.00	0.00	0.00
2021-1 L	*				0.00	0.00	0.00	0.00
2020-1 L	*				0.00	0.00	0.00	0.00
2019-1 R					0.00	0.00	0.00	0.00
2018-1 R					0.00	0.00	0.00	0.00
2017-1 R					0.00	0.00	0.00	0.00
2016-1 R					0.00	0.00	0.00	0.00
2015-1 R					0.00	0.00	0.00	0.00
2014-1 R					0.00	0.00	0.00	0.00
2013-1 R					0.00	0.00	0.00	0.00
2012-1 R					0.00	0.00	0.00	0.00
2011-1 R					0.00	0.00	0.00	0.00
2010-1 R					0.00	0.00	0.00	0.00
2009-1 R					0.00	0.00	0.00	0.00
Account Totals as of 04/03/2024					11.51	0.18	0.00	11.69

Per Diem

2024-1	0.0026
Total	0.0026

Note: Payments will be reflected as positive values and charges to the account will be represented as negative values.

ORDER #62-2024

PROVIDING FOR: Approval of an Application for a Victualer License for Scootic In, Inc.

IT IS ORDERED that the attached application for a Victualer License is hereby approved for:

Scootic In, Inc. 70 Penobscot Avenue, Millinocket
d/b/a
Scootic In Restaurant, 70 Penobscot Avenue, Millinocket.

Passed by the Town Council _____

Attest: _____

BUSINESS Scottie La Lee

ORDER # 62-2024

**COVER SHEET FOR LIQUOR, ENTERTAINMENT OR VICTUALER LICENSE
APPLICATIONS**



TAXES ARE CURRENT

Yes

No



WASTEWATER IS CURRENT

Yes

No



POLICE INCIDENTS IN THE PAST YEAR

Yes

No

(IF APPLICABLE PLEASE LIST)



Millinocket

Maine's Biggest Small Town

APPLICATION FOR A VICTUALERS LICENSE

FEE: \$25.00

ITEM	NEEDED
Victualer/State.Lic	<input checked="" type="checkbox"/>
Date Paid	4/2/24
Payment Type	✓ 357.00
Expire Date	May 31, 25
Clerks' Approval	<i>[Signature]</i>

NAME OF APPLICANT: Scotic In Restaurant

PHONE NUMBER OF APPLICANT: 723-4566

RESIDENCE OF APPLICANT: Millinocket

NAME OF BUSINESS: Scotic In Restaurant

PHONE NUMBER OF BUSINESS: 723-4566

BUSINESS ADDRESS: 70 Penobscot Ave. Millinocket

NATURE OF BUSINESS: Restaurant

LOCATION TO BE USED: 70 Penobscot Ave

RESIDENCE OF APPLICANT IN THE LAST FIVE YEARS:

Millinocket

LIST OF PRINCIPAL OFFICERS, TITLES AND ADDRESS FOR THE PAST THREE YEARS:

George Simon, pres - Millinocket

Bea Simon, vp - Millinocket

Dean Beaupain, sec - Millinocket

DESCRIPTION OF PREMISES TO BE LICENSED

dining rooms, kitchen, storage, outside dining, parking lot

(PLEASE INCLUDE CURRENT COPY OF YOUR STATE OF MAINE DEPARTMENT OF HUMAN SERVICES FOOD VENDOR'S LICENSE)





ORDER #63-2024

PROVIDING FOR Submission of Letter in Opposition of LD-294

WHEREAS The Millinocket Town Council was approached by the local chapter of the Fin & Feather Club requesting support in opposition of LD-294 which would open and alter the Deed of Trust created by the late Governor Baxter; and

WHEREAS during discussion following the presentation, the Millinocket Town Council agreed with this opposition, requesting the Town Manager to draft a letter stating opposition on behalf of the Town Council,

IT IS ORDERED that the Millinocket Town Council approves the submission of the attached letter in opposition of LD-294 to the Maine State Legislature.

PASSED BY COUNCIL: _____

ATTEST: _____



Millinocket

Maine's Biggest Small Town

To Whom It May Concern,

On behalf of the Millinocket Town Council, we write to share our opposition of LD-294. After hearing from our very passionate local chapter of the Fin & Feather Club, we agree that this legislation violates the late Governor Baxter's Deeds of Trust which gave Baxter State Park and Mount Katahdin to the people of the great State of Maine.

We urge you to please consider voting against the approval of LD-294 to keep this Deed of Trust intact.

Sincerely,

Peter Jamieson, Town Manager.

Michael Madore, Council Chair.

PROVIDING FOR Amicable Termination of Lease with West Branch Aviation

WHEREAS West Branch Aviation has requested the termination of their lease at the Millinocket Municipal Airport on April 30th due to unforeseen circumstances; further requesting that this termination be allowed at 30 days' notice versus 90 days' notice as outlined in the lease agreement,

IT IS ORDERED that the Millinocket Town Council approves the termination of this lease within the terms outlined above.

PASSED BY COUNCIL: _____

ATTEST: _____

**AGREEMENT TO PROVIDE FOR LEASE OF SPACE AT MILLINOCKET
MUNICIPAL AIRPORT BY THE TOWN OF MILLINOCKET, MAINE TO
ANTHONY D. CESARE D/B/A WEST BRANCH AVIATION LLC**

November 1, 2022

THIS AGREEMENT is made and entered by and between the **Town of Millinocket**, Penobscot County, State of Maine, its successors and/or assigns, hereinafter referred to as the **LESSOR** or **TOWN**, and **Anthony D Cesare**, d/b/a West Branch Aviation, P.O. Box 53, Millinocket, ME 04462, hereinafter referred to as the **LESSEE**.

WITNESSETH:

WHEREAS, the Lessor is the owner of the Millinocket Municipal Airport, so-called; and,

WHEREAS, the Lessor is desirous of leasing certain facilities situated at said Airport so that the facilities to be leased will be utilized for the best interest of the people of the Town of Millinocket; and,

WHEREAS, the Lessee has agreed to lease said facilities in order to create business opportunities for himself, and to enhance the services available at the Airport;

NOW, THEREFORE, in consideration of these mutual covenants and agreements as hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

- 1. FACILITIES.** The Lessor does hereby let, lease, and demise unto the Lessee a hangar formerly known as GNP Hangar (the Hangar) and the Jet Fuel System. These facilities shall be surrendered to the Lessor at the expiration of this lease in as good condition as they were at the time they were turned over to the Lessee, reasonable wear and tear excepted. The Lessor does not hereby lease the runways or its taxiway(s), but does retain control and responsibility for the repair and maintenance of same. Except for a default of this agreement by the Lessee or mutual written consent between the parties to alter this agreement, the facilities described above shall be solely operated and occupied by the Lessee.
- 2. SUB-LEASES.** The Lessee shall not sub-lease any part of the hangar to any other party, without permission of the Lessor.
- 3. TERM.** This Agreement shall commence on November 1, 2022 and end on October 31, 2025. The agreement may be extended by the mutual written consent of the parties. Either party, however, may terminate this agreement upon ninety (90) days written notice sent by Certified Mail for just cause.
- 4. LEASE FEES AND OTHER EXPENSES.** Beginning on November 1, 2022, the following lease fees or arrangements shall be in effect:

- A. Hangar Lease.** The lease fee for the Hangar shall be Two Hundred Ninety Dollars and No Cents (\$290.00) per month less any leasehold improvement credits as outlined in Appendix A, commencing on November 1, 2022 for a period of Thirty Six (36) months with the last payment due on October 1, 2025.
- B. Jet Fuel System.** The Lessee in lieu of a cash lease payment to the Lessor, shall maintain the Jet Fuel System in good working order and cover any and all maintenance expenses (i.e., filters, minor repairs, etc.) Any major repairs classified as "major" by the Lessor and Lessee shall remain the responsibility of the Lessor.
- C. Lease Renewal.** If both parties agree, a new Lease may be negotiated between the parties and said negotiations should begin no later than September 1, 2025. Failure to successfully negotiate a new lease that would be effective on November 1, 2025 will result in a month-to-month tenancy with a thirty (30) day notice-to-vacate by the lessor or the lessee and said notice-to-vacate may be for or without cause. The monthly rent payment will increase to Four Hundred Thirty Five Dollars and No Cents (\$435.00) per month as of November 1, 2025 if no lease is in place. In no event will the Lessee occupy the Hangar past March 1, 2026 without a lease agreement in place.
- D. Utilities.** The Lessee shall be responsible for all utility costs of the facilities covered by this agreement.
- 5. LEASE-HOLD IMPROVEMENTS.** Lessee may make improvements to the facilities covered under this agreement, with the approval of Lessor. Such qualifying improvements shall accrue to the benefit of the Lessor upon termination of this lease agreement. For the purpose of this agreement, a qualifying improvement is a significant upgrade, renovation, or construction to any of the facilities covered under this agreement that is generally of a capital nature. Examples include, but are not limited to, installation of a new lighting system, renovation of an office or building, construction of a bathroom, or similar type of investment. Investments in normal repairs and maintenance or other minor investments shall not be considered as qualifying improvements. Qualifying improvements made by the Lessee shall, with the approval of the Town, be deducted from the actual lease payments due to the Lessor at a level of up to One Hundred Dollars and No Cents (\$100.00) per month. The minimum lease-hold improvement must be at least \$2,400.00. The maximum investment to still receive a reimbursement benefit shall be capped at \$24,000.00. Further information on the investment and reimbursement amounts available under this Section may be found in Appendix A of this lease. Should the Lessee vacate the premises for any reason prior to attaining the maximum lease-hold improvement benefit from the Town to which he would otherwise be entitled, no further reimbursements shall be made to the Lessee.
- A. A leasehold improvement will be eligible for the start of Lessor reimbursement when the project is deemed 100% complete by the Lessor and Lessee, beginning on the first day of the month after such project is deemed to be completed.**

6. **DISCONTINUANCE OF OPERATIONS.** In the event the operation of the Millinocket Municipal Airport by the Town of Millinocket is discontinued as an airport, this lease shall become void. Such action may be taken without penalty to the Town with less than ninety (90) days notice to the Lessee. The Lessee will be entitled to the same leasehold reimbursement level as described in Section 6.
7. **NATIONAL EMERGENCY.** During time of war or national emergency, the Lessor shall have the right to lease any and all parts of the airport to the United States government for military and naval use and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended.
8. **SUBORDINATION.** This lease shall be subordinate to any provisions of any existing or future agreement between the Lessor, the State of Maine, and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds.
9. **NON-EXCLUSIVITY AND RIGHTS OF OWNER.** It is clearly understood by the Lessee that no right or privilege has been granted which would serve to prevent or prohibit any person, firm, or corporation operating aircraft at the airport from performing such service on its own aircraft (including, but not limited to, maintenance and repair) that it may choose to perform provided such performances or services are conducted in accordance with local, state, and federal laws, regulations, and ordinances, if any. In accordance with FAA regulations (Section 308A Federal Aviation Act or its successor), it is understood that nothing herein contained should be construed to grant or authorize exclusive right. Others may be granted a lease or concession by the Lessor. The Lessor retains the right to approve any or all business activities at the airport on property owned by the Lessor.
10. **MAINTENANCE.** Lessee shall maintain the leased premises in good order. Maintenance activities shall include, but not be limited to, mowing and trimming of any grass areas around the leased areas; providing snow removal and ice control from walkways, doors, and other areas not accessible to Lessor machinery; replacing lights; repairing minor items and "day-to-day" items as necessary; etc. The Lessor shall maintain responsibility for major repairs and maintenance items.
11. **INDEMNIFICATION.** The Lessee shall carry appropriate liability insurance, hangar keeper's insurance, and product liability insurance (and others as necessary) and hold the Lessor harmless for any damages or injuries resulting from any acts of negligence on the part of the Lessee, and the Lessee shall in no way be liable for any damages resulting from any acts or negligence on the part of the Lessor. The Lessee shall maintain sufficient liability insurance to satisfy its operation of the facilities subject to this agreement. The Lessee shall furnish proof of insurance to the Lessor at the start of the agreement period and shall carry it in force throughout the period of this agreement. The Lessor shall be

- named as an "added insured" and indemnified from any responsibility for the Lessee's actions or inactions.
- 12. LESSEE RESPONSIBILITIES.** Lessee shall furnish heat, lights, septic system/wastewater, and water for the facilities under his control, as and if applicable. Lessee shall maintain the interior of the Hangar in good, safe, and sanitary order, condition, and repair. Lessee shall be responsible for ordinary maintenance of the water service and septic system and the like within the leased facilities and to provide janitorial service and supplies at its own expense, as and if applicable.
 - 13. PUBLIC BENEFIT.** Lessee agrees to operate the premises leased for the use and benefit of the public; to furnish good, prompt, and efficient services adequate to meet all of the demands for its services at the airport; to furnish said services in a reasonable, just, and non-discriminatory basis to all users for each unit of sale or service, except that the Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions based on volume of purchases. Prices for supplies and services shall be clearly posted inside the Terminal Building and other places deemed desirable. All services by Lessee will be provided on a fair and equal basis without undue prejudice against any person or class of persons by reasons of race, color, sex, physical or mental handicap, religion, age, ancestry or national origin, or any other perceived classification under state or federal law.
 - 14. USE OF SPACE.** The facilities leased under this agreement are primarily for aviation-related uses only. Lessee may also rent aircraft storage space as an allowable aviation-related use. Any other proposed deviation of use under this agreement must be pre-approved by the Lessor. Approval of any such alternative use(s) may also result in a re-negotiation of this lease agreement at the discretion of the Lessor.
 - 15. RENOVATIONS.** The Lessee may attach and erect additional fixtures in said facilities and minor alterations not otherwise classified as "lease-hold" improvements shall remain the property of the Lessee and may be removed therefrom by the Lessee at any time, except the fixtures that cannot be removed without injury to the premises or otherwise constitute "lease-hold" improvements. The Lessee, to the satisfaction of the Lessor, shall repair any damages incurred to the property due to the Lessee's fixtures being removed. The Lessee shall make no major alterations to the said premises without prior written approval of the Lessor.
 - 16. INSPECTIONS.** The Lessee shall permit the Lessor and its agents to enter into and upon said premises during normal business hours for the purpose of inspecting the same for the purpose of maintaining, repairing, altering, or adding to the facilities, including the erection and maintenance of such scaffolding, canopies, fences, and props as may be required. Lessor will give the Lessee at least 24 hours prior notice of such visits, unless an emergency exists.
 - 17. NON-DISCRIMINATION.** No person in the United States shall, on the grounds of race, color, creed, national origin, or other protected group, be excluded from participation in, be denied the benefits of, or be otherwise subjected to

discrimination under any program or activity receiving federal financial assistance from the Department of Transportation.

- 18. USE OF PROPERTY.** The Lessee agrees to maintain the Lessor's furnishings in good repair.
- 19. ASSIGNABILITY.** The Lessee shall not assign this agreement or any part thereof in any event and shall not rent or sublet the demised premises or the services required in this agreement or any part thereof other than those areas or items heretofore mentioned without the written consent of the Lessor or as otherwise provided in this agreement.
- 20. TERMINATION.** Except for just cause, this agreement shall, upon mutual agreement between the said Lessor or the said Lessee, their successors and assigns, be terminated upon written notice delivered to the other party, such termination to be effective ninety (90) days from the date of such said notice. In the event the Lessee shall be liable for the payment or performance of any municipal obligations incurred in connection with the airport obligation or construction, Lessor shall not terminate this lease except by also indemnifying the Lessee against any further such liability, unless the termination is for just cause due to the negligence or wrongful act(s) of the Lessee in which case any monies due the Lessor shall become immediately due and payable. In the event of a termination of this agreement, the Lessor shall be paid any sums due by the Lessee for any loans or other financial assistance granted, but unpaid, by the Lessee to the Lessor.
- 21. JUST CAUSE.** Just Cause, as contemplated in this agreement, means the negligent or willful disregard of the interests of the Lessor by the Lessee and may include, but not be limited to, the following:
 - A.** Violation of any law, ordinance of the Town, or statute.
 - B.** Failure to make timely payments to the Lessor on obligations owed.
 - C.** Willful and intentional damage by the Lessee to property owned by the Lessor.
 - D.** Non-performance of the terms of the lease agreement.
 - E.** Abandonment or non-use of the leased facilities.
- 22. LESSOR CONTACT.** Except as otherwise found to be necessary by the Lessor, the Lessee shall work with the Lessor's Airport Manager as his point of contact with the Lessor.
- 23. AMENDMENT.** This agreement may be amended, extended, or otherwise changed at any time upon the mutual written consent of the parties.
- 24. SEVERABILITY.** Should any clause or condition of this agreement be found invalid, such invalidity shall not void the remainder of the agreement.
- 25. ENTIRE AGREEMENT.** The above recitations represent the entire agreement between the parties.

FOR THE LESSOR:


Peter Jamieson, Town Manager

Date: 10/13/2022

FOR THE LESSEE:


Anthony D. Cesare, WBA LLC

Date: 10/16/2022

APPENDIX A: CALCULATION OF LEASE-HOLD IMPROVEMENTS REIMBURSEMENTS

The following chart will serve as a guideline for demonstrating the amount of reimbursement that may be available from the Town for lease-hold improvements made by the Lessee. Specific calculations will be made for each such improvement project. All such improvements will be calculated on the actual cash investment made and will not include in-kind or unpaid labor contributed to such projects. The minimum investment is \$2,400.00.

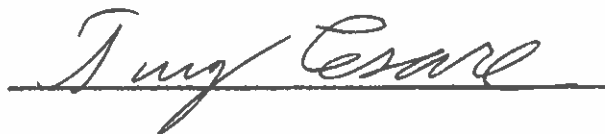
IMPROVEMENT COST	MAXIMUM REIMBURSEMENT	MAXIMUM MONTHLY REIMBURSEMENT	MAXIMUM MONTHS
\$2,400.00	\$1,200.00	\$100.00	12
\$4,800.00	\$2,400.00	\$100.00	24
\$7,200.00	\$3,600.00	\$100.00	36
\$14,400.00	\$7,200.00	\$100.00	72
\$20,400.00	\$10,200.00	\$100.00	102
\$24,000.00	\$12,000.00	\$100.00	120

March 29, 2024

To whom it may concern:

Due to circumstances beyond our control we need to terminate our lease on the hangar at the Millinocket Municipal airport that we are currently leasing from the town of Millinocket. This termination has nothing to do with our relationship with the current management at the Millinocket Municipal Airport as we have had an excellent working relationship with all of the people who manage and work at the Millinocket Municipal Airport.

Thank you,
Tony Cesare
West Branch aviation

A handwritten signature in cursive script that reads "Tony Cesare". The signature is written in black ink and is positioned above a solid horizontal line that spans the width of the signature.

ORDER #65-2024

PROVIDING FOR Allocation of American Rescue Act Funding for the Replacement of Park Benches

WHEREAS the park benches located in GNP Park have deteriorated beyond reasonable repair and need to be replaced with longer lasting, more weather resistant benches,

IT IS ORDERED that the Millinocket Town Council approves the allocation of up to \$10,000.00 for the purpose of replacing the park benches in GNP Park.

PASSED BY COUNCIL: _____

ATTEST: _____

ORDER #66-2024

PROVIDING FOR Approval to Submit Federal Assistance Grant Application for Millinocket Municipal Airport

WHEREAS The Town of Millinocket is invited to continue with Federal Assistance funding program for the Airport, aligning with past practices; and subsequently embark on the expansion of the taxiway for further development.

IT IS ORDERED that the Millinocket Town Council approves the Town Manager to sign and submit all necessary paperwork for this \$267,030.00 grant application (attached) with a 5% match (\$14,835.00) contributed by both the Town of Millinocket and the State of Maine; and that the Town's 5% matching funds be paid for from the unassigned fund balance.

IT IS FURTHER ORDERED that the Millinocket Town Council authorizes the Town Manager to sign and execute all necessary documents pertaining to the related contract with Hoyle Tanner, the Town's contracted airport engineering firm, to oversee and complete the project.

PASSED BY COUNCIL: _____

ATTEST: _____

ORDER #66-2024

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PASSED BY COUNCIL: _____

ATTEST: _____

PROJECT CONTRACT

Taxilane Construction – Design, Permitting and Bidding

AIRPORT Contact Person: Jeff Campbell, Airport Manager
Type of Services: Planning, Design, and/or Construction Inspection

Project Location: Millinocket Municipal Airport Contract Negotiated Price: \$293,876.00
Contract Begin Date: When Signed
Federal AIP #: 3-23-0056-xxx-2024 Contract Expiration Date: September 30, 2025
Federal Tax I.D. #: 14-2010196 GCA Agreement Number: 23.390801.00
GCA Ordering Period Dates: 04/15/23 – 04/14/27

This Project Contract (hereinafter referred to as "Contract") is entered into by and between the *Town of Millinocket, Maine/Millinocket Municipal Airport, 197 Penobscot Avenue, Millinocket, Maine 04462* (hereinafter referred to as "Sponsor"), and *Hoyle, Tanner & Associates, Inc.*, a corporation or other legal entity (hereinafter referred to as "Consultant") organized under the laws of the State of New Hampshire, with its principal place of business located at **150 Dow Street, Manchester, NH 03101** (hereinafter referred to as the "Parties").

The following attachments are hereby incorporated into this agreement by reference:

- Appendix A – Method of Payment and Price, Overhead Rate**
- Appendix A-1 – Employee Names/Classifications/Rates**
- Appendix B – Consultant's Proposal / Detailed Scope of Work**
- Appendix C - DBE/WBE Utilization Plan**
- Appendix D – Cost Estimate**

The Consultant agrees to be bound by the Airport Consultant General Conditions, dated **May 3, 2012** and by the Airport General Consultant Agreement dated **July 1, 2013**, Contract Number **23.390801.00**, which are hereby incorporated by reference.

This Contract is subject to compliance with the Disadvantaged Business Enterprise (DBE) Program requirements as set forth by the Sponsor.

The Parties, in consideration of the mutual promises set forth in this Contract, hereby agree as follows:

1. **The Scope of Work.** The Consultant agrees to complete all work as detailed in Appendix B which is made a part of this Contract and;

The Consultant shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent and temporary materials required to perform the work detailed in Appendix B and;

The Sponsor shall have the right to alter the nature and extent of the work as provided in this Contract, through a written modification signed by both Parties.

2. **Reimbursement.** Upon full execution of the FAA grant agreement and related individual project

contract, the Sponsor will reimburse the Consultant for approved expenditures incurred on the project prior to the execution of the FAA grant agreement, and the receipt of the MaineDOT Assignment Letter.

- 3. **Funding.** The Parties agree that in the event that funds are not made available by the Federal Government, and/or State Government in support of this project, the Sponsor will assume full responsibility for costs incurred. The Sponsor will make every effort to notify the Consultant should such an event occur.
- 4. **Team Members.** Listed below are the names of the Consultant's Project Manager, Chief Designer, other key personnel, and primary Subconsultants for this Contract. No substitutions of the key Consultant Team Members are allowed without prior notification and approval by the Sponsor.

Project Manager: Robert Furey, PE
Engineering Manager: Nils Gonzalez, PE
Other Key Personnel: _____
Other Key Personnel: _____
Subconsultant 1: R.W. Gillespie
Subconsultant 2: Haley Ward

- 5. **Representations.** By signing below, the Consultant hereby represents that to the best of the Consultant's knowledge and belief:
 - a. All of the statements, representations, covenants, and/or certifications required or set forth in the Contract documents are complete and accurate as of the date of this Contract.
 - b. The Consultant knows of no legal, contractual, or financial impediment to entering into this Contract.
 - c. The person signing below is legally authorized by the Consultant to sign this Contract on its behalf and to legally bind the Consultant to the terms of this Contract.
- 7. **Offer.** The Consultant, having carefully examined the site of work, scope of work, the Airport Consultant General Conditions (including insurance requirements), Airport General Consultant Agreement (when applicable) hereby propose and offer to enter into this Contract to supply all the labor and materials needed to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed upon in Appendix A & A-1.

The Consultant also agrees:

First: To do any extra work, not covered by the "Appendix B", which may be required by the Sponsor, and to accept as full compensation the rates noted in Appendix A-1 or approved revision to same and related contract modifications.

Second: The Consultant will deliver to the Sponsor a signed, valid certificate of insurance proving the

coverage required by this Contract and/or the Airport Consultant General Conditions before any work commences under this Contract. If the level of insurance is specified in this Contract, that amount will supersede the requirements outlined in the Airport Consultant General Conditions. The Sponsor shall be included as an additional insured on Commercial General Liability insurance policy carried by the Consultant.

Third: To begin and complete the work within the dates specified herein.

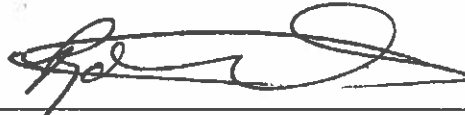
The Parties acknowledge that the Airport Consultant General Conditions, dated **May 3, 2012**, may only be amended thru a written modification approved in writing by the Maine Department of Transportation. If any provision in the Airport Consultant General Conditions is altered without approval from the Maine Department of Transportation, then funding from the State of Maine may be withdrawn.

IN WITNESS WHEREOF, the Consultant, for itself, its successors and assigns, hereby executes this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

**HOYLE, TANNER & ASSOCIATES, INC.
CONSULTANT**

8 April 2024

Date



Robert M. Furey, Senior Vice President
Director, Aviation Services Group

**TOWN OF MILLINOCKET, MAINE
MILLINOCKET MUNICIPAL AIRPORT
(AIRPORT/OWNER)**

Date

Peter Jamieson
Town Manager

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

**APPENDIX A
AIRPORT CONSULTANT CONTRACT
METHOD OF PAYMENT**

ADJUSTABLE PAYROLL – FIXED OVERHEAD RATE & PROFIT

For all services rendered under the terms of this Contract/Modification, compensation shall be made based on an Adjustable Payroll, and a Fixed Overhead Rate and Profit method of payment. These rates include direct labor, and overhead that must be supportable at the time of Contract/Modification execution pursuant to the Federal Acquisition Regulations (FAR). Sponsor shall pay the Consultant on a monthly basis for acceptable services rendered under this Contract/Modification. Direct expenses shall be reimbursed at cost, and travel expenses shall be reimbursed in accordance with Airport Consultant General Conditions.

In the event that this Contract is terminated without completion of the services specified in this Contract/Modification, the total cost of the work completed plus a percentage of the fixed fee proportional to the amount of work completed shall constitute payment in full for this Contract.

For a breakdown of the Adjustable Burdened Hourly Rates see **ARTICLE I** on the attached Appendix D.

Breakdown of Maximum Amount:	Direct Labor:	\$12,544.50
	Overhead:	\$21,528.87
	SUBTOTAL	\$34,073.37
	Fixed Profit: 15.00% =	\$5,100.00
Mutually agreed upon Maximum Amount:	Total:	\$39,200.00

The Maximum Amount indicated in this Contract/Modification for this Article does not constitute an obligation by the Sponsor to pay the Consultant this amount in its entirety; however, it does constitute the maximum amount that can be paid to a consultant under this Contract/Modification.

FIXED OVERHEAD RATE

The overhead rate of **171.62** percent was used to establish the maximum amount of this Contract/Modification. This rate is based on a review of the Consultant's Compiled Overhead Report and/or Audited Overhead. This Overhead Rate shall remain fixed for the duration of this Contract/Modification for this Article.

**APPENDIX A
AIRPORT CONSULTANT CONTRACT
METHOD OF PAYMENT**

ADJUSTABLE PAYROLL – FIXED OVERHEAD RATE & PROFIT

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In the event that this Contract is terminated without completion of the services specified in this Contract/Modification, the total cost of the work completed plus a percentage of the fixed fee proportional to the amount of work completed shall constitute payment in full for this Contract.

For a breakdown of the Adjustable Burdened Hourly Rates see **ARTICLE II** on the attached Appendix D.

Breakdown of Maximum Amount:	Direct Labor:	\$8,644.50
	Overhead:	\$14,835.69
	SUBTOTAL	\$23,480.19
	Fixed Profit: <u>15.00%</u> =	\$3,500.00
Mutually agreed upon Maximum Amount:	Total:	\$27,000.00

The Maximum Amount indicated in this Contract/Modification for this Article does not constitute an obligation by the Sponsor to pay the Consultant this amount in its entirety; however, it does constitute the maximum amount that can be paid to a consultant under this Contract/Modification.

FIXED OVERHEAD RATE

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**APPENDIX A
AIRPORT CONSULTANT CONTRACT
METHOD OF PAYMENT**

ADJUSTABLE PAYROLL – FIXED OVERHEAD RATE & PROFIT

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In the event that this Contract is terminated without completion of the services specified in this Contract/Modification, the total cost of the work completed plus a percentage of the fixed fee proportional to the amount of work completed shall constitute payment in full for this Contract.

For a breakdown of the Adjustable Burdened Hourly Rates see **ARTICLE III** on the attached Appendix D.

Breakdown of Maximum Amount:	Direct Labor:	\$31,410.00
	Overhead:	\$53,905.84
	SUBTOTAL	\$85,315.84
	Fixed Profit: <u>15.00%</u> =	\$12,800.00
Mutually agreed upon Maximum Amount:	Total:	\$98,100.00

The Maximum Amount indicated in this Contract/Modification for this Article does not constitute an obligation by the Sponsor to pay the Consultant this amount in its entirety; however, it does constitute the maximum amount that can be paid to a consultant under this Contract/Modification.

FIXED OVERHEAD RATE

The overhead rate of 171.62 percent was used to establish the maximum amount of this Contract/Modification. This rate is based on a review of the Consultant's Compiled Overhead Report and/or Audited Overhead. This Overhead Rate shall remain fixed for the duration of this Contract/Modification for this Article.

**APPENDIX A
AIRPORT CONSULTANT CONTRACT
METHOD OF PAYMENT**

ADJUSTABLE PAYROLL – FIXED OVERHEAD RATE & PROFIT

For all services rendered under the terms of this Contract/Modification, compensation shall be made based on an Adjustable Payroll, and a Fixed Overhead Rate and Profit method of payment. These rates include direct labor, and overhead that must be supportable at the time of Contract/Modification execution pursuant to the Federal Acquisition Regulations (FAR). Sponsor shall pay the Consultant on a monthly basis for acceptable services rendered under this Contract/Modification. Direct expenses shall be reimbursed at cost, and travel expenses shall be reimbursed in accordance with Airport Consultant General Conditions.

In the event that this Contract is terminated without completion of the services specified in this Contract/Modification, the total cost of the work completed plus a percentage of the fixed fee proportional to the amount of work completed shall constitute payment in full for this Contract.

For a breakdown of the Adjustable Burdened Hourly Rates see **ARTICLE IV** on the attached Appendix D.

Breakdown of Maximum Amount:	Direct Labor:	\$20,103.00
	Overhead:	\$34,500.77
	SUBTOTAL	\$54,603.77
	Fixed Profit: <u>15.00%</u> =	\$8,200.00
Mutually agreed upon Maximum Amount:	Total:	\$62,800.00

The Maximum Amount indicated in this Contract/Modification for this Article does not constitute an obligation by the Sponsor to pay the Consultant this amount in its entirety; however, it does constitute the maximum amount that can be paid to a consultant under this Contract/Modification.

FIXED OVERHEAD RATE

The overhead rate of 171.62 percent was used to establish the maximum amount of this Contract/Modification. This rate is based on a review of the Consultant's Compiled Overhead Report and/or Audited Overhead. This Overhead Rate shall remain fixed for the duration of this Contract/Modification for this Article.

**APPENDIX A
AIRPORT CONSULTANT CONTRACT
METHOD OF PAYMENT**

ADJUSTABLE PAYROLL – FIXED OVERHEAD RATE & PROFIT

For all services rendered under the terms of this Contract/Modification, compensation shall be made based on an Adjustable Payroll, and a Fixed Overhead Rate and Profit method of payment. These rates include direct labor, and overhead that must be supportable at the time of Contract/Modification execution pursuant to the Federal Acquisition Regulations (FAR). Sponsor shall pay the Consultant on a monthly basis for acceptable services rendered under this Contract/Modification. Direct expenses shall be reimbursed at cost, and travel expenses shall be reimbursed in accordance with Airport Consultant General Conditions.

In the event that this Contract is terminated without completion of the services specified in this Contract/Modification, the total cost of the work completed plus a percentage of the fixed fee proportional to the amount of work completed shall constitute payment in full for this Contract.

For a breakdown of the Adjustable Burdened Hourly Rates see **ARTICLE V** on the attached Appendix D.

Breakdown of Maximum Amount:	Direct Labor:	\$4,970.00
	Overhead:	\$8,529.51
	SUBTOTAL	\$13,499.51
	Fixed Profit: <u>15.00%</u> =	\$2,000.00
Mutually agreed upon Maximum Amount:	Total:	\$15,500.00

The Maximum Amount indicated in this Contract/Modification for this Article does not constitute an obligation by the Sponsor to pay the Consultant this amount in its entirety; however, it does constitute the maximum amount that can be paid to a consultant under this Contract/Modification.

FIXED OVERHEAD RATE

The overhead rate of 171.62 percent was used to establish the maximum amount of this Contract/Modification. This rate is based on a review of the Consultant's Compiled Overhead Report and/or Audited Overhead. This Overhead Rate shall remain fixed for the duration of this Contract/Modification for this Article.

**APPENDIX A
AIRPORT CONSULTANT CONTRACT
METHOD OF PAYMENT**

LUMP SUM

For all services rendered under the terms of this Contract/Modification, compensation shall be made based on a Lump Sum method of payment. This method of payment includes Direct Labor, Overhead, Profit, and Direct Expenses. The Direct Labor and Overhead must be supportable at the time of Contract/Modification execution pursuant to the Federal Acquisition Regulations (FAR). Sponsor shall pay the Consultant for acceptable services rendered. Direct Expenses shall be reimbursed at cost, and travel expenses shall be reimbursed in accordance with the current per diem/mileage rates that can be found under "Links for Mileage and Per Diem Rates" at <http://www.maine.gov/mdot/cpo/>.

For all services rendered under the terms of this Contract/Modification, compensation shall be made based on a Negotiated Lump Sum Amount that cannot be changed once the Contract is executed, unless there is a change in the scope of work whereby a modification to the Contract shall be executed. The Sponsor shall pay the Consultant for work satisfactorily completed/delivered under this Contract/Modification. Invoices must be broken down by task.

In the event that this Contract is terminated without completion of the services to be performed under the Lump Sum method of payment, the Sponsor will pay a percentage of the Lump Sum proportional to the amount of work satisfactorily completed and that will constitute payment in full.

For a breakdown of the Lump Sum Plus Expenses see **ARTICLE VI** on the attached Appendix D.

Breakdown of Maximum Amount:	Direct Labor:		\$3,485.00
	Overhead:		\$5,980.96
		SUBTOTAL	\$9,465.96
	Profit:	15.00% =	\$1,419.89
Negotiated Lump Sum Amount:	Total:		\$10,900.00

The total amount indicated above does not constitute an obligation by Sponsor to pay the Consultant this amount in its entirety; however, it does constitute the maximum amount that can be paid to a consultant under this contract.

**APPENDIX A
AIRPORT CONSULTANT CONTRACT
METHOD OF PAYMENT**

REIMBURSABLE EXPENSES

Article I	\$.00
Article II	\$4,456.50
Article III	\$.00
Article IV	\$2,150.00
Article V	\$719.00
Article VI	\$.00
Subconsultants	\$33,050.00
Total Expenses	\$40,375.50

APPENDIX A-1
AIRPORT CONSULTANT CONTRACT
Employee Names/Classifications & Rates

Consultant Name: Hoyle, Tanner & Associates, Inc.

Date: Updated as of January 2024

Task: All Project Phases

Please indicate the Employee Names/Classifications and rates that will be used to fulfill the requirements of this contract.

Employee Name	Classification	Actual Rate Paid *	Allowable	Overhead %	Profit /	Burdened
			Direct Labor Hourly Rate		Fixed Fee %	
				171.62%	15.00%	
Iryna S. Afong	Project Manager	\$ 59.65	\$ 59.65	\$ 102.37	\$ 24.30	\$ 186.32
Donna E. Akerley	Project Assistant	\$ 35.76	\$ 35.76	\$ 61.37	\$ 14.57	\$ 111.70
Shawn M. Allard	Senior CADD Designer	\$ 40.00	\$ 40.00	\$ 68.65	\$ 16.30	\$ 124.95
Glen J. Altimari	Senior Construction Technician	\$ 52.15	\$ 52.15	\$ 89.50	\$ 21.25	\$ 162.90
Alex L. Arsenault	Project Engineer	\$ 44.00	\$ 44.00	\$ 75.51	\$ 17.93	\$ 137.44
Timothy J. Audet	Senior Project Manager	\$ 66.82	\$ 66.82	\$ 114.68	\$ 27.22	\$ 208.72
Fran H. Baldowski	Senior Project Assistant	\$ 36.55	\$ 36.55	\$ 62.73	\$ 14.89	\$ 114.17
Sara Bateman	Staff Engineer	\$ 41.67	\$ 41.67	\$ 71.51	\$ 16.98	\$ 130.16
Emily E. Belisle	Staff Engineer	\$ 39.98	\$ 39.98	\$ 68.61	\$ 16.29	\$ 124.88
Timothy F. Bernier	Principal Surveyor	\$ 75.00	\$ 75.00	\$ 128.72	\$ 30.56	\$ 234.27
Josif Bicja	Senior Project Manager	\$ 72.36	\$ 72.36	\$ 124.18	\$ 29.48	\$ 226.03
Janet J. Bishop	Project Assistant	\$ 28.25	\$ 28.25	\$ 48.48	\$ 11.51	\$ 88.24
Stephanie A. Bishop	Engineer	\$ 37.92	\$ 37.92	\$ 65.08	\$ 15.45	\$ 118.45
Payton R. Borza	Staff Engineer	\$ 42.09	\$ 42.09	\$ 72.23	\$ 17.15	\$ 131.47
Elizabeth A. Bosiak	Land Acquisition Specialist	\$ 37.51	\$ 37.51	\$ 64.37	\$ 15.28	\$ 117.17
Paula M. Boyle	Project Manager	\$ 54.61	\$ 54.61	\$ 93.72	\$ 22.25	\$ 170.58
David E. Breaux III	Engineer	\$ 35.18	\$ 35.18	\$ 60.38	\$ 14.33	\$ 109.89
Thomas G Bryce	Staff Engineer	\$ 40.00	\$ 40.00	\$ 68.65	\$ 16.30	\$ 124.95
Jeffrey C Burnap	Construction Tech	\$ 35.00	\$ 35.00	\$ 60.07	\$ 14.26	\$ 109.33
Jenae E. Carraway	Senior Project Engineer	\$ 54.33	\$ 54.33	\$ 93.24	\$ 22.14	\$ 169.71
Amy W. Chase	Project Assistant	\$ 31.39	\$ 31.39	\$ 53.87	\$ 12.79	\$ 98.05
Luke D. Cisneros	Staff Engineer	\$ 40.57	\$ 40.57	\$ 69.63	\$ 16.53	\$ 126.73
Todd M. Clark	Principal Engineer	\$ 81.61	\$ 81.61	\$ 140.06	\$ 33.25	\$ 254.92
Laura R. Clements	Project Manager	\$ 59.87	\$ 59.87	\$ 102.75	\$ 24.39	\$ 187.01
Jeffrey C. Collins	Senior Technical Engineer	\$ 59.99	\$ 59.99	\$ 102.95	\$ 24.44	\$ 187.39
Russell W. Colvin Jr.	Senior Resident Project Representative	\$ 44.99	\$ 44.99	\$ 77.21	\$ 18.33	\$ 140.53
Deborah L. Coon	Environmental Coordinator	\$ 36.35	\$ 36.35	\$ 62.38	\$ 14.81	\$ 113.54
John L. Coon	Senior CADD Designer	\$ 49.49	\$ 49.49	\$ 84.93	\$ 20.16	\$ 154.59
Caroline Corwin	Engineer	\$ 37.80	\$ 37.80	\$ 64.87	\$ 15.40	\$ 118.07
Briana O. Cronin	Senior Project Engineer	\$ 53.55	\$ 53.55	\$ 91.90	\$ 21.82	\$ 167.27
Jonathan R. Crowdes	Survey Project Manager	\$ 48.00	\$ 48.00	\$ 82.38	\$ 19.56	\$ 149.93
William R. Davidson	Senior Project Manager	\$ 78.51	\$ 78.51	\$ 134.74	\$ 31.99	\$ 245.24
Nichole E. Davis	Public Outreach Coordinator	\$ 55.07	\$ 55.07	\$ 94.51	\$ 22.44	\$ 172.02
Amy C. DeCola	Engineer	\$ 39.70	\$ 39.70	\$ 68.13	\$ 16.17	\$ 124.01
Marisa A. DiBiaso	Senior Project Manager	\$ 68.55	\$ 68.55	\$ 117.65	\$ 27.93	\$ 214.12
Matthew R. Dione	Administrative Professional	\$ 37.45	\$ 37.45	\$ 64.27	\$ 15.26	\$ 116.98
Kirstin A. DiPietro Worden	Senior Technical Engineer	\$ 71.09	\$ 71.09	\$ 122.00	\$ 28.96	\$ 222.06
Emily M. Doty	Staff Engineer	\$ 44.50	\$ 44.50	\$ 76.37	\$ 18.13	\$ 139.00
Joseph M. Ducharme Jr.	Principal Engineer	\$ 86.33	\$ 86.33	\$ 148.16	\$ 35.17	\$ 269.66
Paul B. Dustin	Senior CADD Designer	\$ 49.09	\$ 49.09	\$ 84.25	\$ 20.00	\$ 153.34
Kathryn V. Dziadowicz	Staff Engineer	\$ 40.15	\$ 40.15	\$ 68.91	\$ 16.36	\$ 125.41
Nicholas A. Eagan	Engineer	\$ 35.18	\$ 35.18	\$ 60.38	\$ 14.33	\$ 109.89
Mary A. Ebner	Administrative Professional	\$ 47.80	\$ 47.80	\$ 82.03	\$ 19.48	\$ 149.31
David F. Edson	Principal Engineer	\$ 86.94	\$ 86.94	\$ 149.21	\$ 35.42	\$ 271.57

APPENDIX A-1
AIRPORT CONSULTANT CONTRACT
Employee Names/Classifications & Rates

Consultant Name: Hoyle, Tanner & Associates, Inc.

Date: Updated as of January 2024

Task: All Project Phases

Please indicate the Employee Names/Classifications and rates that will be used to fulfill the requirements of this contract.

Employee Name	Classification	Actual Rate Paid *	Allowable Direct Labor Hourly Rate	Overhead % 171.62%	Profit / Fixed Fee % 15.00%	Burdened Hourly Rate
Bridget A. Elsemore	Staff Engineer	\$ 42.64	\$ 42.64	\$ 73.18	\$ 17.37	\$ 133.19
Sarah K. Foy	Technician	\$ 23.00	\$ 23.00	\$ 39.47	\$ 9.37	\$ 71.84
Robert M. Furey	Principal Engineer	\$ 79.90	\$ 79.90	\$ 137.12	\$ 32.55	\$ 249.58
Travis A. Gelinias	Senior CADD Technician	\$ 37.90	\$ 37.90	\$ 65.04	\$ 15.44	\$ 118.39
Nils E. Gonzalez	Senior Project Manager	\$ 77.59	\$ 77.59	\$ 133.16	\$ 31.61	\$ 242.36
Stephen B. Haas	Senior Project Manager	\$ 72.36	\$ 72.36	\$ 124.18	\$ 29.48	\$ 226.03
Catherine L. Hall	Project Assistant	\$ 34.31	\$ 34.31	\$ 58.88	\$ 13.98	\$ 107.17
Kayla M. Hampe	Senior Project Engineer	\$ 56.25	\$ 56.25	\$ 96.54	\$ 22.92	\$ 175.70
Stacie L. Haskell	Senior Project Assistant	\$ 44.14	\$ 44.14	\$ 75.75	\$ 17.98	\$ 137.88
Tyler Heinrich	Survey Technician	\$ 37.00	\$ 37.00	\$ 63.50	\$ 15.07	\$ 115.57
Paul A. Hobbs	Senior Project Manager	\$ 69.63	\$ 69.63	\$ 119.50	\$ 28.37	\$ 217.50
Jeffrey A. Hollstein	Engineer	\$ 37.44	\$ 37.44	\$ 64.25	\$ 15.25	\$ 116.95
Joshua C. Howard	Engineer	\$ 37.74	\$ 37.74	\$ 64.77	\$ 15.38	\$ 117.89
John R. Hygema	Senior Construction Technician	\$ 37.80	\$ 37.80	\$ 64.87	\$ 15.40	\$ 118.07
Ryan James	Project Assistant	\$ 15.00	\$ 15.00	\$ 25.74	\$ 6.11	\$ 46.85
Sean T. James	Principal Engineer	\$ 86.03	\$ 86.03	\$ 147.64	\$ 35.05	\$ 268.73
Justin A. Keefe	Project Engineer	\$ 45.09	\$ 45.09	\$ 77.38	\$ 18.37	\$ 140.84
Jenna Keenan	Project Assistant	\$ 25.00	\$ 25.00	\$ 42.91	\$ 10.19	\$ 78.09
Owen G. Krauss	Project Manager	\$ 61.03	\$ 61.03	\$ 104.74	\$ 24.87	\$ 190.64
Aaron M. Lachance	Senior Project Manager	\$ 72.36	\$ 72.36	\$ 124.18	\$ 29.48	\$ 226.03
Schuyler E. Lamoureux	Planner	\$ 33.06	\$ 33.06	\$ 56.74	\$ 13.47	\$ 103.27
David M. Langlais	Project Manager	\$ 58.49	\$ 58.49	\$ 100.38	\$ 23.83	\$ 182.70
Holly M. Lauzon	Engineer	\$ 35.18	\$ 35.18	\$ 60.38	\$ 14.33	\$ 109.89
Kelly B. LaVigne	Senior Project Engineer	\$ 56.16	\$ 56.16	\$ 96.38	\$ 22.88	\$ 175.42
Lori J. Lehn	Senior Project Manager	\$ 64.26	\$ 64.26	\$ 110.28	\$ 26.18	\$ 200.72
Samantha D. Lewis	Engineer	\$ 37.76	\$ 37.76	\$ 64.80	\$ 15.38	\$ 117.95
Ian R. Maristany	Engineer	\$ 35.18	\$ 35.18	\$ 60.38	\$ 14.33	\$ 109.89
Nahal R. Marraffa	Project Assistant	\$ 37.99	\$ 37.99	\$ 65.20	\$ 15.48	\$ 118.67
Heidi J. Marshall	Senior Project Manager	\$ 72.16	\$ 72.16	\$ 123.84	\$ 29.40	\$ 225.40
Wilbur J. Mathurin	Principal Engineer	\$ 72.35	\$ 72.35	\$ 124.17	\$ 29.48	\$ 225.99
Patrick D. McLee	Project Engineer	\$ 50.95	\$ 50.95	\$ 87.44	\$ 20.76	\$ 159.15
Ryan P. McMullen	Project Engineer	\$ 46.58	\$ 46.58	\$ 79.94	\$ 18.98	\$ 145.50
Christopher J. Mellen	Staff Engineer	\$ 39.46	\$ 39.46	\$ 67.72	\$ 16.08	\$ 123.26
Andrew Merenda	Engineer	\$ 35.00	\$ 35.00	\$ 60.07	\$ 14.26	\$ 109.33
Robert S. Moon	Engineer	\$ 37.84	\$ 37.84	\$ 64.94	\$ 15.42	\$ 118.20
Lily J. Mott	Engineer	\$ 38.75	\$ 38.75	\$ 66.50	\$ 15.79	\$ 121.04
Michael J. Murphy	Engineer	\$ 35.18	\$ 35.18	\$ 60.38	\$ 14.33	\$ 109.89
Joshua E. Nelson	Senior CADD Designer	\$ 45.61	\$ 45.61	\$ 78.28	\$ 18.58	\$ 142.47
Douglas N. Norman	Senior Technical Engineer	\$ 76.66	\$ 76.66	\$ 131.56	\$ 31.23	\$ 239.46
Jon A. Olin	Senior Project Manager	\$ 74.19	\$ 74.19	\$ 127.32	\$ 30.23	\$ 231.74
Kimberly R. Peace	Senior Environmental Coordinator	\$ 58.53	\$ 58.53	\$ 100.45	\$ 23.85	\$ 182.83
Kevin D. Preston	CADD Designer	\$ 37.61	\$ 37.61	\$ 64.55	\$ 15.32	\$ 117.48
Mallory E. Rakowski	Engineer	\$ 39.64	\$ 39.64	\$ 68.03	\$ 16.15	\$ 123.82
John D. Reilly	Senior Technical Engineer	\$ 65.51	\$ 65.51	\$ 112.43	\$ 26.69	\$ 204.63

**APPENDIX A-1
AIRPORT CONSULTANT CONTRACT
Employee Names/Classifications & Rates**

Consultant Name: Hoyle, Tanner & Associates, Inc.


Date: Updated as of January 2024

Task: All Project Phases

Please indicate the Employee Names/Classifications and rates that will be used to fulfill the requirements of this contract.

Employee Name	Classification	Actual Rate Paid *	Allowable Direct Labor Hourly Rate	Overhead % 171.62%	Profit / Fixed Fee % 15.00%	Burdened Hourly Rate
Shawn P. Reynolds	Senior Resident Project Representative	\$ 52.47	\$ 52.47	\$ 90.05	\$ 21.38	\$ 163.90
Joseph C. Ripley	Project Manager	\$ 60.06	\$ 60.06	\$ 103.07	\$ 24.47	\$ 187.61
Zachary A. Roussel	Engineer	\$ 35.98	\$ 35.98	\$ 61.75	\$ 14.66	\$ 112.39
Diane L. Ryan	Project Assistant	\$ 33.77	\$ 33.77	\$ 57.96	\$ 13.76	\$ 105.48
Lynne M. Sabourin	Engineer	\$ 35.28	\$ 35.28	\$ 60.55	\$ 14.37	\$ 110.20
Matthew J. Scarborough	Senior Technical Engineer	\$ 90.00	\$ 90.00	\$ 154.46	\$ 36.67	\$ 281.13
Suzanne L. Sheppard	Senior Project Manager	\$ 72.34	\$ 72.34	\$ 124.15	\$ 29.47	\$ 225.96
Aidan P. Short	Staff Engineer	\$ 41.99	\$ 41.99	\$ 72.06	\$ 17.11	\$ 131.16
Christina M. Singer	Staff Engineer	\$ 38.65	\$ 38.65	\$ 66.33	\$ 15.75	\$ 120.73
Christina L. Slosek	Project Assistant	\$ 32.64	\$ 32.64	\$ 56.02	\$ 13.30	\$ 101.96
Alyssa M. Smith	Staff Engineer	\$ 39.81	\$ 39.81	\$ 68.32	\$ 16.22	\$ 124.35
Jacob F. Sparkowich	Senior Project Engineer	\$ 56.07	\$ 56.07	\$ 96.23	\$ 22.84	\$ 175.14
Alex N. Spieler	Staff Engineer	\$ 38.56	\$ 38.56	\$ 66.18	\$ 15.71	\$ 120.45
Michelle G. Stewart	Senior Project Assistant	\$ 37.30	\$ 37.30	\$ 64.01	\$ 15.20	\$ 116.51
Andrew E. Sturgeon	Senior Administrative Professional	\$ 72.66	\$ 72.66	\$ 124.70	\$ 29.60	\$ 226.96
Sara E. Sullivan	Project Engineer	\$ 40.79	\$ 40.79	\$ 70.00	\$ 16.62	\$ 127.41
Todd A. Sumner	Senior Project Manager	\$ 75.47	\$ 75.47	\$ 129.52	\$ 30.75	\$ 235.74
Joanne E. Theriault	Environmental Coordinator	\$ 37.58	\$ 37.58	\$ 64.49	\$ 15.31	\$ 117.39
Shawn M. Tobey	Senior Project Manager	\$ 66.90	\$ 66.90	\$ 114.81	\$ 27.26	\$ 208.97
Joel H. Vendt	Senior CADD Designer	\$ 47.11	\$ 47.11	\$ 80.85	\$ 19.19	\$ 147.15
Anne P. Verville	Project Assistant	\$ 27.58	\$ 27.58	\$ 47.33	\$ 11.24	\$ 86.15
Edward G. Weingartner	Senior Technical Engineer	\$ 70.81	\$ 70.81	\$ 121.52	\$ 28.85	\$ 221.18
Katelyn M. Welch	Project Engineer	\$ 45.00	\$ 45.00	\$ 77.23	\$ 18.33	\$ 140.56

*I certify that this rate is the actual rate paid to this employee under this firm's payroll.

By: 

Date: April 8, 2024

Robert M. Furey, PE / Senior Vice President
{Name/Title Printed}

I certify that the foregoing signature is true and accurate, and if electronic, I further certify that it (a) is intended to have the same force as a manual signature, (b) is unique to myself, (c) is capable of verification, and (d) is under the sole control of myself.

Millinocket Municipal Airport
Construct Taxilane – Design, Permit & Bid
Hoyle Tanner Project No. 23.390801.02
March 2024

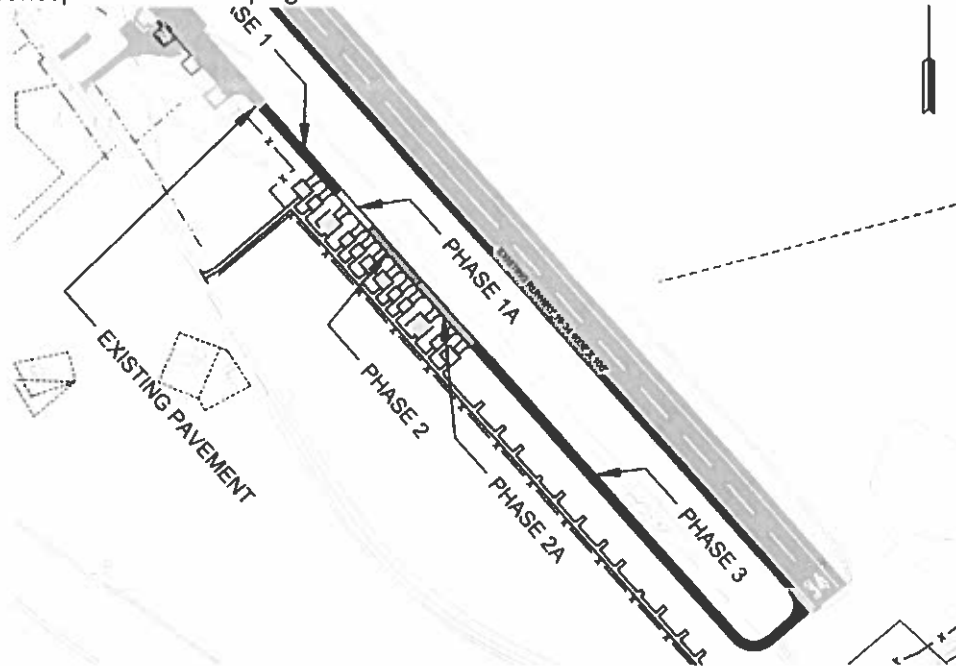
APPENDIX B - SCOPE OF WORK

PROJECT & UNDERSTANDING

This project includes the project administration, data collection, design, permitting, and bidding services for construction of a taxilane for hangar development. A conceptual sketch of the proposed project is shown below.

The 2023 master plan recommended constructing a taxilane in phases to accommodate the construction of box hangars parallel to Runway 16-34. This taxilane would be phased over 3 fiscal years to, in the end, accommodate the demand for more hangar space. This phase of the project is only for project administration, data collection, design and permitting for Phase 1, 1A, 2, and 2A. Bidding services for Phases 1 and 1A will also be included in this project, bidding services for 2 and 2A will be a future project. The project will be bid in 2025 will include construction of Phase 1 and 1a, shown in dark blue and yellow below, Phase 2 and 2a of the taxilane will be constructed in 2026, shown in green and light blue below. The phased construction projects require design modifications, after the complete design is accepted by the sponsor and permitting agency, to ensure the constructability of Phase 1 and 1a. The conformed documents for this scope will only depict work necessary to construct phase 1 and 1a. All phases will be approximately 670 feet x 25 feet of taxilane. Phase 3, shown in purple below, is not programmed at this time and is not included in this design and permitting effort.

Taxilane Conceptual Plan at scoping: *



*subject to change during design

SCOPE OF WORK

Article I, Project Administration

The Consultant shall provide project administration services as required and as requested by the Owner from scoping through to closeout. The Consultant's services under this paragraph shall include:

1. Prepare for, attend, and follow up for the project scoping meeting. Efforts to include pre-scoping with the Owner and eligibility discussion with FAA. Scoping meetings conducted as a hybrid meeting. Assume attendance to include Project Manager, Environmental Coordinator, Engineer, and Senior Project Assistant.
2. Prepare three (3) subconsultant requests for services including drawings to indicate boring locations and limits of work. Subconsultants to include topographical surveyor, geotechnical surveyor, and a soil scientist to determine the soil classification and soil testing at potential stormwater treatment devices.
3. Develop, edit, and revise project scope of work and fee proposal and assist the Owner during Independent Fee Estimate (IFE) process by providing project sketches, scoping meeting notes, and correspondence relevant to the project.
4. Prepare contract documents and supporting back-up documentation required in connection with the Project.
5. Prepare three (3) subconsultant agreements and supporting back-up documentation required for the topo surveyor, geotechnical surveyor and soil scientist.
6. Prepare Airport Improvement Program (AIP) Grant Application, to include SF 424 Application for Federal Assistance form, including project sketch, narrative, financial summary, and Owner identification information.
7. Throughout the course of the project the consultant will update original schedule, coordinate project tasks, report on monthly progress, and maintain project records file.
8. Assist Owner by filling out FAA Performance Reports. Assume 3 reports.
9. Assist Owner by filling out MaineDOT Monthly Progress Reports starting once contract is executed until grant is closed out. Assume 18 reports.
10. Provide assistance with forms and supporting documentation required of the Owner to obtain partial grant payments from the FAA and State DOT under each grant. Task includes financial document collection and organization, and filing US DOT e-Delphi requests on-line. Assume monthly support for the duration from grant acceptance to grant closeout, currently assumed to be approximately 18 months.
11. Create and submit annual DBE reporting. Assume 2 reports.
12. Assist Owner with submitting annual FAA Project Worksheet, to include developing preliminary project sketch, cost estimate, and reporting on environmental permitting requirements.
13. Assist Owner in drafting the FAA ANE Notice of Intent letters for funding updates.
14. File end of year E-Delphi Airport Improvement Program Grant Financial Summary report, either SF Form 425, and SF 270 (Planning) or SF 271 (Non Planning) forms.
15. As reasonably requested, provide assistance with any other administrative-type work required by the Owner in connection with the Project. The engineer will provide miscellaneous project administration and coordination duties which are not specifically addressed or anticipated in other project related tasks including telephone conversations with the Owner, the state, the FAA, and other interested parties; disseminating interim project information to the Owner, the state, the FAA,

and other interested parties; and organizing, maintaining, and archiving the project records for six (6) years.

16. Manage Project budget including monthly billings and scope reviews. The Project Manager will provide general project administration and coordination with the staff of the accounting department. The Project Manager will prepare the internal close out forms. The Project Manager will verify and reconcile the monthly accounting statements and will prepare memos for adjustments and corrections when necessary. The consultant will approve and process invoices received from subconsultants and vendors providing services to the engineer throughout the design phases of the project. The consultant will prepare and submit monthly invoices to the Owner for services provided to the Owner and for costs incurred by the consultant and their subconsultants. It is anticipated that a total of 20 invoices will be prepared and submitted during the course of the project.

Article II, Data Collection

Geotechnical Investigation

1. Coordinate with the Owner to determine work restrictions, timing, and phasing of the work.
2. Coordinate with geotechnical office lead, or field crew lead prior to field deployment to discuss project objectives, special needs, airport operations and security procedures, equipment storage requirements, utility locations, and general coordination on scheduling.
3. Determine location of geotechnical investigation borings and CBRs and provide field layout prior to Dig Safe notification (notification is the responsibility of the subconsultant). One day trip expected.
4. Provide onsite observation and inspection of geotechnical field work. Determine if further investigation may be required and consult on any unanticipated soil conditions and provide direction on soil sample procedures. Assume 4 days of work.
5. Review preliminary data and coordinate with geotechnical engineer to identify additional laboratory testing, answer questions.
6. Review and evaluate final geotechnical report and coordinate for additional data.

Wetlands

1. Wetlands, surface waters and potential vernal pools within the project area shall be delineated, flagged and classified according to the Maine Natural Resources Protection Act of 1988 (NRPA: 38 M.R.S. 480) using the procedures outlined in the Regional Supplement to the US Army Corps of Engineers (USACE) Wetland Delineation Manual: Northcentral and Northeast Regional Supplement (2012) and the USACE Wetlands Delineation Manual (1987). Surface water delineation should include the normal or ordinary high water line of a river, stream or brook. Vernal pools shall meet either the definition of a significant vernal pool as defined in NRPA Chapter 335 or a vernal pool per the USACE Vernal Pool Assessment and Characterization Form (2013) and shall be surveyed for at the appropriate season. Assume 2 days field work Environmental Coordinator and assistant plus travel.
2. The wetland scientist shall record all resource boundary flags using a modern GPS with sub-meter accuracy and provide a shapefile or similar Autocad product and a plan clearly identifying the areas delineated including the Wetland Scientist's signature on hardcopy deliverables. Provide a brief letter report including:

- a. The classification of each wetland or surface water based on the Classification of Wetland and Deepwater Habitats of the United States (Cowardin et al 1979; Updated 2013);
- b. ACOE Wetland Determination Data Forms found in Appendix C of the USACE Wetland Delineation Manual: Northcentral and Northeast Regional Supplement (2012) for each delineated wetland ;
- c. A description of the extent and type of existing vegetation within the wetlands and uplands, including the dominant plant species within the tree, shrub/sapling and herbaceous layers;
- d. A brief listing of the functions and values of each wetland, commensurate to the scope of the project and wetland impacts, in accordance with either "The Highway Methodology Workbook Supplement, Wetland Functions and Values: A Descriptive Approach" (USACE New England District 1999); the evaluation form or scoring rubric included within either of these assessment tools may be required for projects with a larger scope, thus completion of such is subject to the wetland scientist's discretion;
- e. Information for vernal pools documentation shall be collected if surveys are conducted during the vernal pool season; and,
- f. Photos of all wetlands and potential vernal pools, if applicable, specifically showing impact areas and approximate size and location with vegetation.

Assumption: the delineation will not require a Jurisdictional Determination (JD) from USACE, including field meetings or coordination. Review of potential wetlands indicates they would be jurisdictional as Water of the US.

Topographical Survey

1. Coordinate with the Owner to determine work restrictions, timing, and phasing of the work.
2. Coordinate with the survey office lead or field crew lead prior to field deployment to discuss project objectives, special needs, airport operations and security procedures, existing airport control monumentation, the Consultant's ACAD data attribute naming and layering convention, and general coordination on scheduling.
3. Coordinate with the field crew during the field work to discuss field conditions and original scope of work prior to demobilization to determine if further survey may be required and consult on any unanticipated site conditions and provide direction on final survey requirements.
4. Review and evaluate the survey deliverables, including topography, planimetric, digital terrain models, and stamped plans in PDF format. Additional information will be requested as needed, and the modifications will be reviewed.
5. Visit the site to verify existing conditions, and two days escort for survey crew to monitor site safety and project survey limits.

Article III, Design

Design submissions will be made at the Preliminary Design (60%), Final Submission (90%), and Bid Submission (100%) stages. This phase includes the complete design for the Phase 1, 1a, 2, and 2a of the taxilane. The phased construction projects require design modifications, after the complete design is accepted by the sponsor and permitting agency, to ensure the constructability of Phase 1 and 1a. The conformed documents for this scope will only depict work necessary to construct phase 1 and 1a. Conforming includes revising grading, drainage, geometry, demolition, marking, reflectors for constructability. Assume approximately 25% of plan development effort from Task 4. It is anticipated that

reflectors will be installed on the taxilane.

Design will include developing the following elements:

- Baseline for the taxilane
- Geometry of the taxilane following FAA criteria
- Pavement design for typical section
- Profile for the taxilane
- Grading for the taxilane following FAA criteria
- Taxilane reflectors
- Markings
- Drainage design
- Construction phasing

The Consultant's services under this paragraph shall include:

1. Update airport base files (electrical, water, sewer, gas, drainage, edge of pavement, building locations, boring, and other miscellaneous items) using deliverables from the subconsultants, research of record plans from the Consultant's and Owner's archives, online GIS sources, and contact with public/private utilities and tenants.
2. Prepare and submit the pavement design per FAA advisory circular 150/5320-6G. Effort to include researching the flight mix by consulting with the airport and using online tools.
3. Develop taxilane layout plan based on the 2023 Airport Master Plan. Coordinate with the owner on taxilane conceptual design. Coordinate with the FAA to determine areas of ineligibility vs. eligibility based on current FAA criteria.
4. Develop the design plans for Phase 1, 1a, 2, and 2a of the taxilane. See list of anticipated drawings below. Each line item indicates if the drawing will be included in the submission for the preliminary, final, and bid plans. Each drawing will require design time for each submission plus production and/or revisions to the drawing itself. Revisions in this sense are considered to be further modifications to the drawings to bring them up to the next level of submission.

Anticipated Drawing List				
Sheet Title	Number of Sheets	Preliminary Submission (60%)	Final Submission (90%)	Bid Submission (100%)
Cover Sheet	1	→	→	→
Index to Drawing and General Notes	1	→	→	→
General Plan	1	→	→	→
Construction Safety and Phasing Plans	2		→	→
Erosion Control Plans	2	→	→	→
Erosion Control Details	2	→	→	→
Existing Conditions Plans	2	→	→	→
Demolitions Plans	2	→	→	→
Typical Pavement Sections and Pavement Details	1	→	→	→
Geometry Plans	2	→	→	→
Taxiway Profile	1	→	→	→
Grading and Drainage Plans	2	→	→	→

Anticipated Drawing List				
Sheet Title	Number of Sheets	Preliminary Submission (60%)	Final Submission (90%)	Bid Submission (100%)
Grading and Drainage Details	1	→	→	→
Pavement Marking Plan and Details	2	→	→	→
Taxilane Reflector Plan and Details	1		→	→
Boring Plans	4	→	→	→

5. Develop Construction Safety Phasing Plan (CSPP) to include coordination with the Owner.
6. Develop specifications: Front End and Proposal Documents.
7. Develop specifications: Technical Specifications, using FAA AC 150/5370-10 current edition and tracking any changes made for FAA review.
8. Perform quantity take-offs and engineer's estimate for probable cost for each: 60% / 90% / Final Submission.
9. In-house QA/QC Checks for each: 60% / 90% / Final Submission. Includes, plans, specs, calculations and quantity take-offs and cost estimates in accordance with the Consultant's Quality Control Plan.
10. Plot plans and distribute to the Owner, MaineDOT, and the FAA at each: 60% / 90% / Final Submission.
11. Prepare for and attend a project design meeting at the 60% submission. Meeting to be hybrid. To be attended by Project Manager and Staff Engineer. Assume a 2 hour meeting with preparation and follow up tasks.
12. After 60% and 90% submissions, revise plans and specifications due to comments received from the Owner, MaineDOT, and the FAA.
13. File cases to the FAA OE/AAA website for Notice of Construction. Data entry, including multiple points, for project details including staging area limits, haul routes, and limits of construction.
14. Coordinate all aspects of the design with the Owner through emails, phone calls, and meetings.
15. Develop Conformed documents for Phase 1 and Phase 1a construction. Includes revising grading, drainage, geometry, demolition, marking and reflectors for constructability. Assume approximately 25% of plan development effort from Task 4.

NEPA

FAA Order 1050.1F Chapter 5, Categorical Exclusions, allows for certain projects to be excluded from analysis if Extraordinary Circumstances, as defined in Paragraph 5-2 of the order, are not affected. Paragraph 5-6.4(e) includes approval for construction, repair, reconstruction, resurfacing, extending, strengthening, or widening of a taxiway, apron, loading ramp or runway safety area (RSA).

As noted in Order 1050.1F, Paragraph 5-2, Extraordinary circumstances exist when the proposed action involves any of the circumstances listed and may have a significant effect (40 CFR 1508.4). Coordination with FAA will be required to determine if the project can be assessed as a "simple" CATEX or if a Documented CATEX that would require completion of FAA ARP SOP 5.1 Appendix A will be required.

The Consultant's services under this paragraph shall include:

1. Develop project description and draft exhibits showing limits of the proposed actions.
2. Review site plans and compare to existing resource mapping or data sources (US Fish and Wildlife Service IPAC, Master Plan, etc.) to develop coordination with FAA to make determination on appropriate level of CATEX documentation.
3. Draft and mail/email letters to Federal and State Agencies concerning potential to impact relevant resources as needed, including but not limited to: Maine Historic Preservation Commission/State Historic Preservation Office (MHPC; SHPO), Maine Natural Areas Program (MNAP) and Maine Department of Inland Fisheries and Wildlife (MDIFW). MNAP requires a fee.
4. Coordinate with agencies for follow-up information and comments.
5. Draft appropriate request for determination for CATEX under NEPA. Submit to Owner for review. Address comments and submit to FAA.
6. Coordinate with FAA for follow up information and comments.

Assumptions:

- Existing information regarding federal and state listed species has been reviewed. The project may affect habitat for the federally threatened Northern Long-eared Bat (NLEB). Informal consultation and agency coordination assumed to be completed through the online IPAC system. Formal Section 7 consultation is not included in this Agreement; should the USFWS require it, a contract amendment may be required.
- It is assumed that the FAA NEPA process can be completed by submittal of a CATEX. Should the FAA require an EA or EIS, a scope amendment will be required.
- For scoping purposes, it is assumed that a “Documented” CATEX using Appendix A from ARP SOP No. 5.1 will be completed.
- The services of a historical resources, archaeological resources, wildlife biologist or botanist subconsultant are not included in this proposal.

Permitting

This project will require a modification to the airport’s existing Maine DEP Site Location of Development Act (SLDA) permit- a Minor Amendment is assumed for scope and fee development.

Phases 1, 1a, 2, and 2a of the taxilane will be included in the permitting efforts.

The Consultant’s services under this paragraph shall include:

1. Preliminary Coordination with Maine DEP to explain the project scope and determine level of permitting required and appropriate documentation. Coordination to include a narrative and a drawing to demonstrate the proposed work.
2. Review existing published resource data, including but not limited to previous permits and applications, and existing wetland information and data compiled for the CATEX to ensure it is relevant for use in the SLDA application. Update any coordination as needed.
3. Coordinate with Owner on on-going environmental activities and past vegetative management and stormwater management practices to determine the extent of stormwater analysis and treatment that may be required for the project based on the prior development.
4. Prepare for and attend Maine DEP pre-application meeting, estimate 4 people will attend (Project Manager, Environmental Coordinator 1, Environmental Coordinator 2, and Project Design Engineer). Assume meeting to be conducted virtually.

5. Update wetland basefile based on data received from Environmental Scientist, as needed, and determine jurisdictional impacts and associated NRPA permitting required (scope assumes no NRPA resources within the project limits and that NRPA permitting will not be required).
6. Model Pre and Post Development Drainage in HydroCAD. Task includes determining existing stormwater catchment areas, assigning hydraulic values to existing terrain and areas; insert information into HydroCAD modeling software; determine post condition stormwater catchment areas, assign proposed hydraulic values to areas; insert information into HydroCAD modeling software; compare PRE to POST and make iterative adjustments to obtain stormwater control objectives.
7. Analyze and size stormwater treatment devices BMP. Includes determining land conversion (redevelopment) areas, calculating impervious area required for treatment and calculating required filter area. Assume 2 BMPs.
8. Develop permitting plans from the 60% design and edit for permitting requirements. In addition, create plans that will demonstrate the potential wetland and vernal pool impacts, if needed, and new impervious areas. Plan set will include but is not limited to; general plan, grading/drainage/erosion control plans and detail sheets.
9. Develop a Pre-Development Drainage Plan depicting data analyzed in HydroCAD, estimate 2 sheets.
10. Develop a Post-Development Drainage Plan depicting data analyzed in HydroCAD, estimate 2 sheets.
11. Develop Stormwater Report and Erosion and Sediment Control Plan (report).
12. Prepare, print and submit Site Location of Development Permit (SLDA) application to Maine DEP.
13. Prepare for and attend Maine DEP pre-submittal meeting, if needed, estimate 2 people will attend (Project Manager and Environmental Coordinator). Assume meeting will be conducted virtually.
14. Develop, Draft and Send Abutter Notifications.
15. Coordinate with the local newspaper to place a public notice for the permit application, if needed based on the application.
16. Receive and respond to any Maine DEP comments. Assume answering minor questions with no re-design of major efforts like HydroCAD or treatment BMP.
17. Receive permit plan comments and revise. Assume minor revisions with no re-design of major efforts like grading, HydroCAD or treatment BMP.

Article V, Bidding

The Consultant's services under this paragraph shall include:

1. Assist with advertising the project to include compiling a list of potential bidders and emailing the ad for bid.
2. Set up and maintain the online bidding system, QuestCDN. Efforts to include the following:
 - Create Advertisement on QuestCDNs online bidding site to obtain ebid number for project.
 - Check documents for any obvious errors.
 - Create bookmarks for documents (Plans & Specs need to be uploaded as one file).
 - Extract all documents needed to be uploaded as separate documents for contactors to submit an eligible bid.
 - Convert Excel spreadsheet (Proposal Document) to CSV file, check cells to be sure they're calculating correctly, upload CSV file to QuestCDN, check CSV file again to be sure it is still calculating correctly.
 - Email Contractors the Ad for Bids with instructions on how to obtain the bidding documents and setup their account with QuestCDN.

- Check Plan Holders list and approve contractors for bidding.
 - Upload any Addendums that may be issued.
3. Attend the pre-bid conference, prepare the agenda, and prepare the minutes for distribution. Assume pre-bid meeting will be at the airport. Assume 2 Hoyle Tanner employees.
 4. Receive bidder questions and evaluate for inclusion in an addendum. Preparation of addenda if necessary, including any changes to design plans or specifications. Assume 3 addenda.
 5. Administer the bid opening. The bid opening will be administered through the QuestCDN system and will take place in Consultant’s office over Microsoft® Teams for those who can’t be present.
 6. Analyze the bids for errors and completeness.
 7. Call the CONTRACTOR’s references and record responses.
 8. Prepare a letter of recommendation of award to the Owner and distribute to MaineDOT and the FAA.

Article VI, Project Close-out

The Consultant’s services under this paragraph shall include:

1. Provide an Engineer’s Report to include summary of soil data collection efforts, summary of drainage design, and pavement design.
2. Provide financial summary of invoicing, DBE reporting.
3. Provide summary of grant deliverables to include design documents, environmental documents, updated Exhibit A (if required), and updated Airport Layout Plan (if required).
4. Final project records archiving and data storage maintenance.

PROJECT SCHEDULE

The Consultant shall complete the services outlined in Articles I through VIII as follows:

- Grant Application Submitted: June 2024
- Grant Received: August 2024
- Complete Surveys/Borings: September/October 2024
- Complete Pavement/Drainage Design: November/December 2024
- Submit Preliminary Plans & Specs: December 2024
- Submit Permit Application: December 2024
- Submit 90% Plans & Specs: January 2025
- Submit Construction Safety and Phasing Plan: January 2025
- Submit Final Plans & Specs: January 27, 2025
- Advertise for Bid: February 2, 2025
- Bid Opening: February 23, 2025
- Project Application: March 9, 2025
- DEP permit received: March 2025
- Closeout: Summer 2025

**APPENDIX C
AIRPORT CONSULTANT'S DBE/SUBCONSULTANT
PROPOSED UTILIZATION FORM**

Must be provided by the Consultant as an attachment to New Technical Proposals

Consultant Firm: Hoyle, Tanner & Associates, Inc.
 Contact Person: Robert Furey, PE
 E-mail: rfurey@hoyletanner.com
 Contract Amount: \$293,876.00

Is Your Firm a DBE: Yes No
 Tele: 603-460-5163 Fax: 603-669-4168

Date of Execution: _____
 (For Airport Use Only)

Federal Project PIN # AIP 3-23-0030-xxx-2024

Project Location: Millinocket Municipal Airport

TOTAL ANTICIPATED DBE 0.0 % PARTICIPATION FOR THIS CONTRACT

LIST ALL CONTRACT SUBCONSULTANTS BELOW

W B E	D B E	Non DBE	Firm Name	Description of Work	Anticipated \$ Value
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	R.W. Gillespie	Survey	\$24,300
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Haley Ward	Geotech	\$8,750
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Subconsultant Total >					\$33,050
DBE Total >					\$0

**Note: this information is used to track and report anticipated dbe participation in all federally funded contracts.*

(AIRPORT'S INTERNAL USE ONLY)

Form received: ___/___/___ Verified by: _____
 Airport Representative

For a complete list of certified firms and company designation (WBE/DBE) go to <http://www.state.me.us/mdot/disadvantaged-business-enterprises/dbe-home.php>

EXHIBIT B

ESTIMATE OF PLANNING/DESIGN/CONSTRUCTION ADMIN RESIDENT ENGINEERING COST

for

TAXILANE CONSTRUCTION

DESIGN, PERMITTING & BIDDING

at

MILLINOCKET MUNICIPAL AIRPORT

for

TOWN OF MILLINOCKET

MILLINOCKET, MAINE

March 2024

HOYLE, TANNER PROJECT NO. 23.390801.02

Article I – Project Administration	Hoyle Tanner Phase 01	\$39,200	ACTUAL COST PLUS FIXED FEE
Article II – Data Collection	Hoyle Tanner Phase 10	\$27,000	ACTUAL COST PLUS FIXED FEE
Article III – Design	Hoyle Tanner Phase 40	\$98,100	ACTUAL COST PLUS FIXED FEE
Article IV – FAA NEPA & Permitting	Hoyle Tanner Phase 50	\$62,800	ACTUAL COST PLUS FIXED FEE
Article V – Bidding	Hoyle Tanner Phase 60	\$15,500	ACTUAL COST PLUS FIXED FEE
Article VI – Closeout	Hoyle Tanner Phase 80	\$10,900	LUMP SUM
Expenses and Subconsultants	Hoyle Tanner Phase 99	\$40,376	ACTUAL COST

TOTAL ESTIMATED PROJECT COST:

\$293,876

MILLINOCKET MUNICIPAL AIRPORT
TAXILANE CONSTRUCTION
DESIGN, PERMITTING & BIDDING

HOYLE, TANNER PROJECT NO. 23.390801.02

Article 1 – Project Administration
Hoyle Tanner Phase 01

Task	Description	ESTIMATED HOURS BY LABOR CLASSIFICATION										Total Labor Cost		
		QA/QC Engineering Manager \$77.50 /HR	Project Engineer \$43.00 /HR	Senior Project Manager \$80.00 /HR	Senior Environmental Coordinator \$59.00 /HR	Senior Project Assistant \$45.00 /HR	Planner \$34.00 /HR	Senior CADD Designer \$50.00 /HR	Senior Grant Administrator \$37.00 /HR	Total Hours				
1	Prepare for, attend, and follow up for the project scoping meeting. Efforts to include pre-scoping with the Owner and eligibility discussion with FAA. Scoping meetings conducted as a hybrid meeting. Assume attendance to include Project Manager, Environmental Coordinator, Engineer, and Senior Project Assistant.		12	6	4	2							24	\$1,322.00
2	Prepare three (3) subconsultant requests for services including drawings to indicate boring locations and limits of work. Subconsultants to include topographical surveyor, geotechnical surveyor, and a soil scientist to determine the soil classification and soil testing at potential stormwater treatment devices.	3	9		2								14	\$737.50
3	Develop, edit, and revise project scope of work and fee proposal and assist the Owner during Independent Fee Estimate (IFE) process by providing project sketches, scoping meeting notes, and correspondence relevant to the project.		4	6	1	8						1	20	\$1,108.00
4	Prepare contract documents and supporting back-up documentation required in connection with the Project.	1		2								2	5	\$311.50
5	Prepare three (3) subconsultant agreements and supporting back-up documentation required for the top surveyor, geotechnical surveyor and soil scientist.	1	2	2								2	7	\$397.50
6	Prepare Airport Improvement Program (AIP) Grant Application, to include SF 424 Application for Federal Assistance form, including project sketch, narrative, financial summary, and Owner identification information.	1	1	3								4	9	\$508.50
7	Throughout the course of the project the consultant will update original schedule, coordinate project tasks, report on monthly progress, and maintain project records file.		2	8								2	12	\$800.00
8	Assist Owner by filling out FAA Performance Reports. Assume 3 reports.			1		3							4	\$215.00
9	Assist Owner by filling out MaineDOT Monthly Progress Reports starting once contract is executed until grant is closed out. Assume 18 reports.			4		18							22	\$1,130.00
10	Provide assistance with forms and supporting documentation required of the Owner to obtain partial grant payments from the FAA and State DOT under each grant.			2									16	\$752.00
11	Create and submit annual DBE reporting. Assume 2 reports.					4							4	\$180.00
12	Assist Owner with submitting annual FAA Project Worksheet, to include developing preliminary project sketch, cost estimate, and reporting on environmental permitting requirements.		2	2		2				2			8	\$404.00
13	Assist Owner in drafting the FAA ANE Notice of Intent letters for funding updates.			1		1							2	\$125.00
14	File end of year E-Delephi Airport Improvement Program Grant Financial Summary report, either SF Form 425, and SF 270 (Planning) or SF 271 (Non Planning) forms.			1								4	5	\$228.00
15	As reasonably requested, provide assistance with any other administrative type work required by the Owner in connection with the Project.	1	8	10								12	31	\$1,665.50
16	Manage Project budget including monthly billings and scope reviews. It is anticipated that a total of 20 invoices will be prepared and submitted during the course of the project.			24								20	44	\$2,660.00
	TOTAL HOURS	7	40	72	7	38				2		63	0	\$0.00
	TOTAL DIRECT LABOR	\$542.50	\$1,720.00	\$5,760.00	\$413.00	\$1,710.00	\$68.00	\$2,331.00	\$0.00	\$58.00	\$0.00	\$2,331.00	\$0.00	\$12,544.50

DIRECT LABOR OVERHEAD 171.62% \$21,528.87
FIXED FEE 15% \$5,100.00
ACTUAL COST PLUS FIXED FEE \$39,700

Task	Description	ESTIMATED HOUSE BY LABOR CLASSIFICATION							Total Labor Cost
		OU/VC Engineer Manager \$77.50 /HR	Project Engineer \$43.00 /HR	Senior Project Manager \$80.00 /HR	Environmental Coordinator \$58.00 /HR	Environmental Scientist \$58.00 /HR	Staff Engineer \$38.00 /HR	Senior Grant Administrator \$37.00 /HR	
1	Geotechnical Investigation Coordinate with the Owner to determine work restrictions, timing, and phasing of the work. Coordinate with geotechnical engineer to meet requirements prior to field deployment to discuss project objectives, special needs, airport operations and security procedures, equipment storage requirements, utility locations, and general coordination on scheduling.			1				1	\$80.00
2	Determine location of geotechnical investigation borings and CBIS and provide field layout prior to Dig Safe notification (notification is the responsibility of the subcontractor). One day trip expected. Provide on-site observation and inspection of geotechnical field work. Determine if further investigation may be required and consult on any unanticipated soil conditions and provide direction on soil sample procedures. Assume 4 days of work.		24					24	\$1,032.00
3	Review preliminary data and coordinate with geotechnical engineer to identify additional laboratory testing, answer questions.		54	7				54	\$2,322.00
4	Review and evaluate final geotechnical report and coordinate for additional data.	1	7	1				4	\$243.50
5	Wetlands, surface waters and potential vernal pools within the project area shall be delineated, flagged and classified according to the Maine Natural Resources Protection Act of 1988 (MRPA, 38 M.R.S. 480) using the procedures outlined in the Regional Supplement to the US Army Corps of Engineers (USACE) Wetland Delineation Manual: Northcentral and Northeast Regional Supplement (2013) and the USACE Wetlands Delineation Manual (1987). Surface water delineation should include the normal or ordinary high water line of a river, stream or brook. Vernal pools shall meet either the definition of a significant vernal pool as defined in NEPA Chapter 335 or a vernal pool per the USACE Vernal Pool Assessment and Characterization Form (2013) and shall be surveyed for at the appropriate season. Assume 2 days field work.			1	6	40		47	\$3,474.00
6	The report shall include a detailed description of the methodology using a modern GPS with sub-meter accuracy and provide a shapefile or similar AutoCAD product and a plan clearly identifying the areas delineated including the Wetland Scientist's signature on hardcopy deliverables. Provide a brief letter report.							17	\$540.00
7	Topographical Survey Coordinate with the Owner to determine work restrictions, timing, and phasing of the work.		1	1				1	\$80.00
8	Coordinate with the survey office lead or field crew lead prior to field deployment to discuss project objectives, special needs, airport operations and security procedures, existing airport control monuments, the Consultant's ACAD data attribute naming and location file with them, and to ensure that the work is coordinated with the conditions and original scope of work prior to demobilization to determine if further survey may be required and consult on any unanticipated site conditions and provide direction on final survey requirements.			1				7	\$173.00
9	Review and evaluate the survey deliverables, including topography, planimetric, digital terrain models, and stamped plans in PDF format. Additional information will be requested as needed, and the modifications will be processed.							7	\$486.00
10	Visit the site to verify existing conditions, and two days airport for survey crew to monitor site safety and project survey limits.		10	9	10	48		34	\$1,342.00
TOTAL DIRECT LABOR		377.50	\$3,913.00	\$710.00	\$590.00	\$1,824.00	\$0.00	199	\$8,644.50
TOTAL INDIRECT LABOR									
DIRECT LABOR OVERHEAD									\$8,644.50
FIXED FEE									\$33,480.19
ACTUAL COST PLUS FIXED FEE									\$55,500.00

171.62%
\$8,644.50
\$14,835.69
\$33,480.19

15%
\$5,500.00

\$37,000

150 Dow Street, Manchester, NH 03101

HILLWOOD MUNICIPAL AIRPORT
TANLANE CONSTRUCTION
DESIGN, PERMITTING & BIDDING

Article III - Design
Hofler Tanner Phase 40

HOTEL, TAMNER PROJECT NO. 23-390801.02

ESTIMATED HOURS BY LABOR CLASSIFICATION

Task	Description	QA/QC Engineering Manager \$775.00 /HR	Project Engineer \$400.00 /HR	Senior Project Manager \$80.00 /HR	Staff Engineer \$38.00 /HR	Senior Project Assistant \$45.00 /HR	Senior CAD Designer \$50.00 /HR	Senior Grant Administrator \$37.00 /HR	Total Labor Cost
1	Update airport base files (electrical, water, sewer, gas, drainage, edge of pavement, building locations, boring, and other miscellaneous items) using deliverables from the subcontractors, research of record plans from the Consultant's and Owner's archives, online GIS sources, and contact with public/private utilities and tenants.	3	8	1	0	0	0	0	\$796.00
2	Prepare and submit the pavement design per FAA advisory circular 150/5320-6C. Effort to include researching the flight mix by consulting with the airport and using online tools.	0	0	0	0	0	0	0	\$401.90
3	Develop Tanlane layout plan based on the 2023 Airport Master Plan. Coordinate with the owner on Tanlane conceptual design. Coordinate with the FAA to determine areas of intelligibility vs. intelligibility based on current FAA criteria.	24	0	10	0	0	0	0	\$1,832.00
4	Develop the design plans for Phase 1, 2, 3, and 4 of the Tanlane. See list of anticipated drawings below. Each line item indicates if the drawing will be included in the submission for the preliminary, final, and bid plans. Each drawing will require design time for each submission plus production and/or revisions to the drawing itself. Revisions in this sense are considered to be further modifications to the drawings to bring them up to the next level of submission.	0	0	0	0	0	0	0	\$0.00
Anticipated Drawing List:									
	Construction (1)	1	1	1	0	0	0	0	\$1,060.00
	General Plan (1)	1	1	1	0	0	0	0	\$337.00
	Construction Safety and Phasing Plans (2)	8	8	2	0	0	0	0	\$485.00
	Erosion Control Plans (2)	1	1	1	0	0	0	0	\$175.00
	Erosion Control Details (2)	1	1	1	0	0	0	0	\$175.00
	Existing Conditions Plans (2)	2	2	1	0	0	0	0	\$518.00
	Demolition Plans (2)	7	7	1	0	0	0	0	\$747.00
	Typical Pavement Sections and Pavement Details (1)	1	1	1	0	0	0	0	\$337.00
	Geometry Plans (2)	4	4	1	0	0	0	0	\$504.00
	Taxway Profile (1)	4	4	1	0	0	0	0	\$842.00
	Grading and Drainage Plans (2)	10	10	6	44	20	0	0	\$3,659.50
	Grading and Drainage Details (1)	4	4	1	12	12	0	0	\$808.00
	Pavement Marking Plan and Details (2)	2	2	1	2	2	0	0	\$342.00
	Taxiway Reflector Plan and Details (1)	2	2	1	4	2	0	0	\$418.00
	Boring Plans (2)	1	1	1	2	1	0	0	\$249.00
5	Develop Construction Safety Phasing Plan (CSPP) to include coordination with the Owner.	1	8	4	8	0	0	0	\$1,045.00
6	Develop Specifications: Form and Proposal Documents.	0	0	0	0	8	2	2	\$1,098.00
7	Develop Specifications: Technical Specifications, using FAA AC 150/5370-10 current edition and tracking any changes made for FAA review.	36	0	6	0	12	4	0	\$1,716.00
8	Perform quantity take-offs and engineer's estimate for probable cost for each: 60% / 90% / Final Submission.	2	8	8	18	4	0	0	\$2,097.00
9	In-house QA/QC checks for each: 60% / 90% / Final Submission includes plans, specs, calculations and quantity take-offs and cost estimates in accordance with the Consultant's Quality Control Plan.	4	13	12	12	2	0	0	\$3,342.00
10	Plot plans and distribute to the Owner, ManneDOT, and the FAA at each: 60% / 90% / Final Submission.	1	1	2	6	0	0	0	\$507.00
11	Prepare and attend a project design meeting at the 60% submission. Meeting to be hybrid. To be attended by Project Manager and Staff Engineer. Assume a 2 hour meeting.	0	0	4	6	0	0	0	\$624.00
12	After 60% and 90% submissions, revise plans and specifications due to comments received from the Owner, ManneDOT, and the FAA.	14	1	1	24	2	4	0	\$2,232.00
13	File cases to the FAA (if/when) website for Notice of Construction. Only entry, including multiple points, for project details including staging area limits, haul routes, and limits of construction.	1	1	1	6	0	0	0	\$351.00
14	Coordinate all aspects of the design with the Owner through emails, phone calls, and meetings.	0	0	12	0	6	0	0	\$1,452.00
15	Develop conformer documents for Phase 1 and Phase 2 construction. Includes revising grading, drainage, geometry, demolition, marking, reflectors for construction. Assume approximately 25% of plan development effort from 12&4.4.	1	14	7	21	14	0	0	\$3,155.50
	TOTAL HOURS	10	137	98	231	28	81	18	50.00
	TOTAL DIRECT LABOR	\$775.00	\$58,041.00	\$7,840.00	\$8,778.00	\$1,700.00	\$4,050.00	\$668.00	\$81,430.00
	DIRECT LABOR OVERHEAD								\$31,410.00
									\$53,995.84
									\$85,315.84
									\$12,800.00
									\$15%
									\$58,100.00

171.67%
15%
ACTUAL COST PLUS FIXED FEE
\$58,100.00
190 Dow Street, Manchester, NH 03101

NOTE: TANNER PROJECT NO. 13-390801.02

Task	Description	ESTIMATED HOURS BY LABOR CLASSIFICATION										Total Labor Cost
		QA/QC Engineering	Project Engineer	Senior Environmental Coordinator	Staff Engineer	Senior CAD Operator	Environmental Coordinator	Senior Civil Administrator	Total Hours			
1	Develop project description and draft exhibits, showing limits of the proposed actions	1	20	2	2	24	8	4	18	11,065.00		
2	Review and compare to existing resource planning or data sources (US Fish and Wildlife Service BAC, Master Plan, etc.) to develop coordination with FAA to make determination on appropriate level of CATEX documentation	1	20	2	2	24	8	4	18	11,065.00		
3	QA/QC and final/interim letters to Federal and State Agencies concerning potential to project relevant requirements as needed, including but not limited to: license issuance, Preservation Commission/State Historic Preservation Commission (SHPC) review, and other agency review. Update the Department of Inland Fisheries and Wildlife (IDFW)W. Make requires a	1	20	2	2	24	8	4	18	11,065.00		
4	Coordinate with Agencies for follow-up information and comments.	1	20	2	2	24	8	4	18	11,065.00		
5	Draft appropriate request for determination for CATEX under NEPA. Submit to Owner for review. Address comments and submit to FAA.	1	20	2	2	24	8	4	18	11,065.00		
6	Coordinate with FAA for follow-up information and comments	1	20	2	2	24	8	4	18	11,065.00		
7	Finalize permit application with Maine DEP to explain the project scope and determine level of permitting required and appropriate documentation. Coordination to include a narrative and a drawing to demonstrate the proposed work	1	20	2	2	24	8	4	18	11,065.00		
8	Prepare and attend Maine DEP RFC application meeting, estimate a permit for the project based on the final development	1	20	2	2	24	8	4	18	11,065.00		
9	Coordinate with Owner on on-going environmental activities and past regulatory management and stormwater management practices to ensure compliance with permit conditions. Request the final be requested for the project based on the final development	1	20	2	2	24	8	4	18	11,065.00		
10	Prepare for and attend Maine DEP RFC application meeting, estimate a permit for the project based on the final development	1	20	2	2	24	8	4	18	11,065.00		
11	Update wetland basemap based on data received from the Environmental Scientists, as needed, and determine jurisdictional impacts and associated NEPA permitting required (scope assumes no NEPA requests within the project limits and that NEPA permitting will not be required).	1	20	2	2	24	8	4	18	11,065.00		
12	Develop Pre and Post Development Drainage Plan. Task includes determining existing stormwater collection areas, identifying existing stormwater collection infrastructure, determining existing stormwater collection infrastructure, modeling software to determine point condition stormwater treatment area, input proposed hydraulic values to area, input information into HydroCAD modeling software, compare PRE to POST and make iterative adjustments to obtain stormwater control objectives.	1	20	2	2	24	8	4	18	11,065.00		
13	Analyze and size stormwater treatment devices (BMP). Includes determining existing stormwater collection areas, identifying existing stormwater collection infrastructure, determining existing stormwater collection infrastructure, modeling software to determine point condition stormwater treatment area, input proposed hydraulic values to area, input information into HydroCAD modeling software, compare PRE to POST and make iterative adjustments to obtain stormwater control objectives.	1	20	2	2	24	8	4	18	11,065.00		
14	Develop permit plans from the 60% design and set for permitting requirements. In addition, create plans that will demonstrate the performance of the proposed stormwater treatment devices. Includes grading/landscaping/erosion control plans and detail sheets.	1	20	2	2	24	8	4	18	11,065.00		
15	Develop a Pre Development Drainage Plan (PDD) and analyze in HydroCAD, estimate 2 sheets.	1	20	2	2	24	8	4	18	11,065.00		
16	Develop a Post Development Drainage Plan (PDD) and analyze in HydroCAD, estimate 2 sheets.	1	20	2	2	24	8	4	18	11,065.00		
17	Prepare stormwater report and erosion and sediment Control Plan (ECP).	1	20	2	2	24	8	4	18	11,065.00		
18	Prepare, print and submit Site Location of Development Permit (SLDP) application to Maine DEP.	1	20	2	2	24	8	4	18	11,065.00		
19	Prepare for and attend Maine DEP pre-submittal meeting, if needed, estimate 2 people will attend (Project Manager and Environmental Scientist).	1	20	2	2	24	8	4	18	11,065.00		
20	Develop Pre and Post Development Drainage Plan (PDD) and analyze in HydroCAD, estimate 2 sheets.	1	20	2	2	24	8	4	18	11,065.00		
21	Coordinate with the local reviewer to place a public notice for the permit applications, if needed based on the application.	1	20	2	2	24	8	4	18	11,065.00		
22	Receive and respond to any Maine DEP comments. Assume answering minor questions with no re-design of major efforts like HydroCAD or treatment BMP proposed to permit plan concepts. Assume minor revision with no re-design of major efforts like grading, HydroCAD or treatment BMP.	1	20	2	2	24	8	4	18	11,065.00		
TOTAL HOURS		124	61	94	48	18	0	411				
TOTAL DIRECT LABOR		\$155,000	\$5,352,000	\$3,380,000	\$5,546,000	\$1,284,000	\$1,046,000	\$0	\$0	\$20,103,000		
OVERHEAD										\$20,103,000		
TOTAL COST PLUS FIXED FEE										\$40,206,000		
PERCENT FEE										15%		
ACTUAL COST PLUS FIXED FEE										\$47,206,000		

MILLINOCKET MUNICIPAL AIRPORT
 TAXILANE CONSTRUCTION
 DESIGN, PERMITTING & BIDDING

Article V – Bidding
 Hoyle Tanner Phase 60

HOYLE, TANNER PROJECT NO. 23.390801.02

ESTIMATED HOURS BY LABOR CLASSIFICATION

Task	Description	QA/QC Engineering Manager \$77.50 /HR	Project Engineer \$43.00 /HR	Senior Project Manager \$80.00 /HR	Senior Environmental Coordinator \$59.00 /HR	Senior Project Assistant \$45.00 /HR	Senior CADD Designer \$50.00 /HR	Senior Grant Administrator \$37.00 /HR	Total Hours	Total Labor Cost
1	Assist with advertising the project to include compiling a list of potential bidders and emailing the ad for bid.		1	2				4	7	\$351.00
2	Set up and maintain the online bidding system, QuestCDN.			2				6	8	\$382.00
3	Attend the pre-bid conference, prepare the agenda, and prepare the minutes for distribution. Assume pre-bid meeting will be at the airport. Assume 2 Hoyle Tanner employees.		18	18					36	\$2,214.00
4	Receive bidder questions and evaluate for inclusion in an addendum. Preparation of addenda if necessary, including any changes to design plans or specifications. Assume 3 addenda.		16	4			8		28	\$1,408.00
5	Administer the bid opening. The bid opening will be administered through the QuestCDN system and will take place in Consultant's office over Microsoft® Teams for those who can't be present.			1				1	2	\$117.00
6	Analyze the bids for errors and completeness.		3	1					4	\$209.00
7	Call the CONTRACTOR's references and record responses.		3	1					4	\$209.00
8	Prepare a letter of recommendation of award to the Owner and distribute to MaineDOT and the FAA.			1					1	\$80.00
	TOTAL HOURS	0	41	30	0	0	8	11	90	\$0.00
	TOTAL DIRECT LABOR	\$0.00	\$1,763.00	\$2,400.00	\$0.00	\$0.00	\$400.00	\$407.00		\$4,970.00

DIRECT LABOR OVERHEAD 171.62% \$4,970.00
 \$8,529.51
 FIXED FEE 15% \$13,499.51
 \$2,000.00

ACTUAL COST PLUS FIXED FEE \$15,500

Hoyle, Tanner & Associates, Inc. 150 Dow Street, Manchester, NH 03101

MILLINOCKET MUNICIPAL AIRPORT
 TAXILANE CONSTRUCTION
 DESIGN, PERMITTING & BIDDING

Article VI – Closeout
 Hoyle Tanner Phase 80

HOYLE, TANNER PROJECT NO. 23-390801.02

ESTIMATED HOURS BY LABOR CLASSIFICATION

Task	Description	QA/QC Engineering Manager \$77.50 /HR	Senior Project Manager \$80.00 /HR	Planner \$34.00 /HR	Project Engineer \$43.00 /HR	Senior Project Assistant \$45.00 /HR	Senior CADD Designer \$50.00 /HR	Senior Grant Administrator \$37.00 /HR	Total Hours	Total Labor Cost
1	Provide an Engineer's Report to include summary of soil data collection efforts, summary of drainage design, and pavement design.	1	4		8			1	14	\$778.50
2	Provide financial summary of invoicing, DBE reporting.		2			6		6	14	\$652.00
3	Provide summary of grant deliverables to include design documents, environmental documents, updated Exhibit A (if required), and updated Airport Layout Plan (if required).	1	4		6			6	17	\$877.50
4	Final project records archiving and data storage maintenance.	2	8		2			8	20	\$1,177.00
5									0	\$0.00
6									0	\$0.00
	TOTAL HOURS	4	18	0	16	6	0	21	65	\$3,485.00
	TOTAL DIRECT LABOR	\$310.00	\$1,440.00	\$0.00	\$688.00	\$270.00	\$0.00	\$777.00		\$3,485.00

DIRECT LABOR OVERHEAD 171.62% \$5,980.96
 PROFIT 15% \$1,419.89
 LUMP SUM \$10,900

Hoyle, Tanner & Associates, Inc. 150 Dow Street, Manchester, NH 03101

Reimbursable Expenses	Mileage & Tolls \$308.00 /trip	Postage & Communications	Printing	Lodging \$117.00 /night	Per Diem		GPS Unit \$150.00 /day	Construction Supplies	Expenses Total	Subconsultant	Subconsultant Fees
					\$59.00 /full day	\$44.25 /travel day					
Article I – Project Administration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	type sub name	\$
Article II – Data Collection	\$1,232.00 \$1,232.00	\$0.00	\$0.00	\$819.00 \$234.00	\$295.00 \$236.00	\$88.50	\$0.00 \$300.00	\$0.00 \$20.00	\$2,434.50 \$2,022.00	R.W. Gillespie Haley Ward	\$ 24,300.00 \$ 8,750.00
Article III – Design	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	type sub name	\$
Article IV – FAA NEPA & Permitting	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,150.00	MNAP fee	\$
Article V – Bidding	\$308.00	\$0.00	\$0.00	\$234.00	\$0.00	\$177.00	\$0.00	\$0.00	\$719.00	type sub name	\$
Article VI – Closeout	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	type sub name	\$
Total:	\$2,772.00	\$0.00	\$0.00	\$1,287.00	\$796.50	\$2,150.00	\$300.00	\$20.00	\$7,325.50		\$ 33,050.00

Reimbursables Expenses: \$7,325.50 Subconsultants: \$33,050.00
Total Expenses: \$40,375.50

Application for Federal Assistance SF-424	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
*2. Type of Application * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation * Other (Specify) <input type="checkbox"/> Revision	
*3. Date Received:	4. Applicant Identifier: MLT
5a. Federal Entity Identifier:	*5b. Federal Award Identifier:
State Use Only:	
6. Date Received by State:	7. State Application Identifier:
8. APPLICANT INFORMATION:	
*a. Legal Name: Town of Millinocket, Maine	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 01-6000271	*c. UEI: SMLLKENP2GK3
d. Address:	
*Street 1: 197 Penobscot Avenue	_____
Street 2:	_____
*City: Millinocket	_____
County/Parish: Penobscot	_____
*State: Province: ME	_____
*Country: USA	_____
*Zip / Postal Code 04462	_____
e. Organizational Unit:	
Department Name: Millinocket Municipal Airport	Division Name:
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: _____ *First Name: Jeff	_____
Middle Name:	_____
*Last Name: Campbell	_____
Suffix:	_____
Title: Airport Manager	
Organizational Affiliation: Millinocket Municipal Airport	
*Telephone Number: 207-731-9906	Fax Number:
*Email: airport@millinocket.org	

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

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

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

n/a

*Title:

n/a

13. Competition Identification Number:

Title:

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

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

Taxilane for Hangars - Design, Permit & Bid

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 2nd

*b. Program/Project: 2nd

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

17. Proposed Project:

*a. Start Date: 04/15/2024

*b. End Date: 07/15/2025

18. Estimated Funding (\$):

*a. Federal	\$ 267,030
*b. Applicant	\$ 14,835
*c. State	\$ 14,835
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 296,700

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

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

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

Yes No

If "Yes", explain:

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

** I AGREE

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

Authorized Representative:

Prefix: _____ *First Name: Peter _____
Middle Name: _____
*Last Name: Jamieson _____
Suffix: _____

*Title: Town Manager

*Telephone Number: 207-723-7000, x-5

Fax Number:

* Email: manager@millinocket.org

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. <input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414. <input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

According to real estate records obtained from the Town of Millinocket, the entire property contained within the Millinocket Municipal Airport is zoned AD, Airport Development Zone. It restricts non-compatible industrial and transportation activities. Current facilities within the airport boundary are directly related to aviation activities.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

There is nothing that would preclude the successful completion of the project nor compliance with all grant assurances.

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

This project is consistent with the CIP and Master Plan.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The Sponsor has given fair consideration to the interest of the community.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The Sponsor has consulted with the all Airport users.

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

No public hearings were required by the proposed project.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Air and Water Quality Standards are not applicable for this project.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The Sponsor owns, in fee title, without adverse impact, all land shown on the Airport Property Map (Exhibit "A")..

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

There are no properties needing to be acquired for this job.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

There are no properties needing to be acquired for this job.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 2,824
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			293,876
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 296,700
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			296,700
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 296,700
19. Federal Share requested of Line 18			267,030
20. Grantee share			14,835
21. Other shares			14,835
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 296,700

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	14,835
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 14,835
25. Other Shares	Amount
a. State	14,835
b. Other	
c. TOTAL - Other Shares	\$ 14,835
26. TOTAL NON-FEDERAL FINANCING	\$ 296,700

SECTION E – REMARKS
(Attach sheets if additional space is required)
<p>I hereby certify that the Exhibit "A" Property Map updated 28 September 2010 and attached to the grant application for AIP 3-23-0030-017-2012 (Hoyle Tanner Project # 390808) reflects the current information as of this date.</p> <p>The above mentioned Exhibit A Property Map is, therefore, incorporated into this Grant Application by reference and made a part thereof.</p>

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Taxilane for Hangars - Design, Permit & Bid

AIRPORT: Millinocket Municipal Airport

1. Objective:

This is the design and permitting for the construction of taxilane, 1,000 feet x 25 feet, for new hangar development.

2. Benefits Anticipated:

The airport currently has a waiting list of people looking to build hangars. Construction of taxilane for hangar development will create revenue for the airport from land leases for hangars.

3. Approach: (See approved Scope of Work in Final Application)

Project Scope and Fee Summary, Project Schedule, Environmental Statement, DBE Statement, and Statement of Coordination with Airport Users all included in attached SECTION IV NARRATIVE.

4. Geographic Location:

North-Central Maine 12 miles west of I-95, 70 miles north of Bangor, 80 miles south of Trans-Canada Highway.
Latitude 45°38'52.21" N and Longitude 068°41'8.02"W

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Hoyle, Tanner & Associates, Inc.
150 Dow Street, Manchester, NH 03101
Robert M. Furey, PE, 603-460-5163

**PART IV PROGRAM NARRATIVE
GRANT APPLICATION FOR FEDERAL ASSISTANCE**

CONSTRUCT TAXILANE – DESIGN, PERMIT & BID

**MILLINOCKET MUNICIPAL AIRPORT
MILLINOCKET, MAINE**

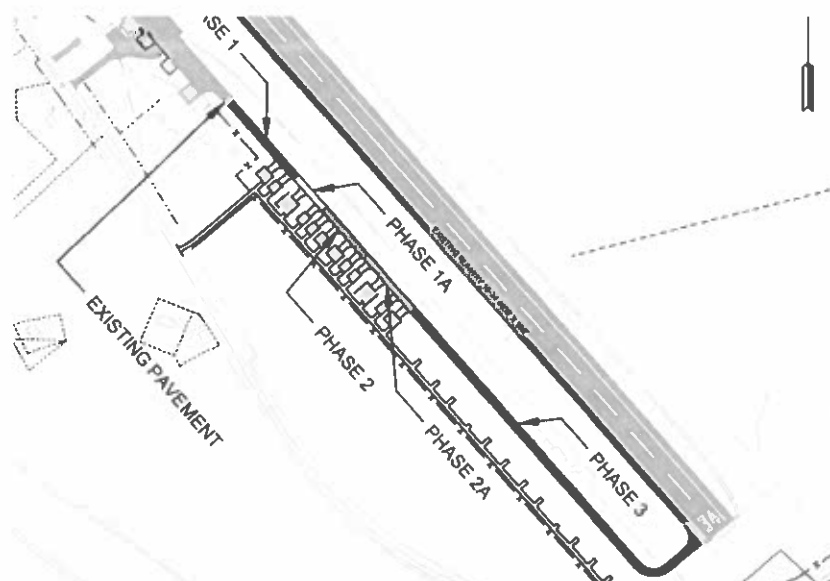
BIL-AIG Program Funded

PROJECT DESCRIPTION

This project includes the project administration, data collection, design, permitting, and bidding services for construction of a taxilane for hangar development. A conceptual sketch of the proposed project is shown below.

The 2023 master plan recommended constructing a taxilane in phases to accommodate the construction of box hangars parallel to Runway 16-34. This taxilane would be phased over 3 fiscal years to, in the end, accommodate the demand for more hangar space. This phase of the project is only for project administration, data collection, design and permitting for Phase 1, 1A, 2, and 2A. Bidding services for Phases 1 and 1A will also be included in this project, bidding services for 2 and 2A will be a future project. The project to be bid in 2025 will include construction of Phase 1 and 1A, shown in dark blue and yellow below, Phase 2 and 2A of the taxilane will be constructed in 2026, shown in green and light blue below. All phases will be approximately 670 feet x 25 feet of taxilane. Phase 3, shown in purple below, is not programmed at this time and is not included in this design and permitting effort.

Taxilane Conceptual Plan at scoping: *



*subject to change during design

PROJECT SCHEDULE

- Grant Application Submitted: June 2024
- Grant Received: August 2024
- Complete Surveys/Borings: September/October 2024
- Complete Pavement/Drainage Design: November/December 2024
- Submit Preliminary Plans & Specs: December 2024
- Submit Permit Application: December 2024
- Submit 90% Plans & Specs: January 2025
- Submit Construction Safety and Phasing Plan: January 2025
- Submit Final Plans & Specs: January 27, 2025
- Advertise for Bid: February 2, 2025
- Bid Opening: February 23, 2025
- Project Application: March 9, 2025
- DEP permit received: March 2025
- Closeout: Summer 2025

SUMMARY OF PROJECT COSTS

Sponsor Costs:	\$2,824.00
Includes IFE, misc. mailing costs	
Engineering Costs:	\$293,876.00
Total Project Costs	\$296,700.00
FAA Share:	\$267,030.00
State Share:	\$14,835.00
Sponsor Share:	\$14,835.00

ENVIRONMENTAL DECLARATION

This design only project qualifies for a CATEX under FAA Order 1050.1f-6.1.o.

USER COORDINATION STATEMENT

The Town of Millinocket, Maine has preliminarily coordinated with users of the Millinocket Municipal Airport (MLT) regarding this project and will continue to coordinate with users through monthly board meetings, and an established Airport Advisory Committee.

STATE AGENCY PARTICIPATION

The project has been coordinated with MaineDOT through pre-project scoping meetings, inclusion in the CIP and project document review.

STATEMENT ON DISADVANTAGED BUSINESS ENTERPRISE STATUS

The Town of Millinocket/Millinocket Municipal Airport submitted its DBE Goal of 1.03% race-neutral on October 2, 2023. This goal is still waiting on approval.

ADDITIONAL AGENCY PARTICIPATION

Coordination with Federal and State Fish & Wildlife, SHPO, and Maine DEP will be coordinated with the FAA during design.

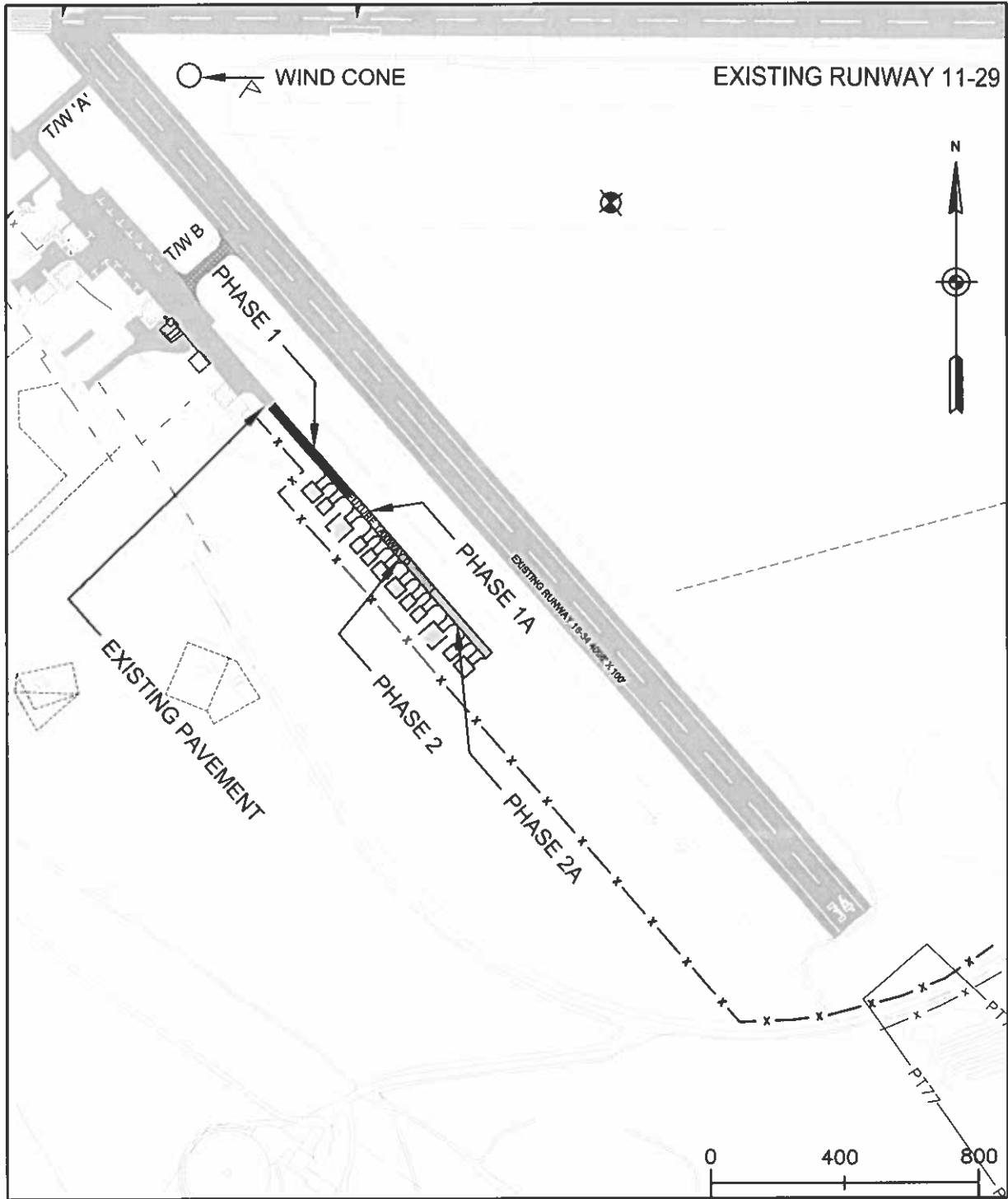
COST SHARING SCHEDULE AS REQUIRED BY STATE OF MAINE DOT

MaineDOT Project Cost Sharing

FAA Share		State Share		Sponsor Share		Total Estimated Project Cost
%	\$	%	\$	%	\$	
90%	\$267,030.00	5%	\$ 14,835.00	5%	\$ 14,835.00	\$ 296,700.00

Requested Payment Schedule

Percentage of Eligible Costs Incurred	Estimated Invoice Date	Estimated State Share Payment Amount
100%	8/01/2025	\$ 14,835.00



**HOYLE
TANNER**

150 Dow Street
Manchester, NH 03101-1227
Tel: 603-669-5553
Fax: 603-669-4158
Web Page: www.hoyletanner.com

Hoyle Tanner & Associates © 2019

MILLINOCKET MUNICIPAL AIRPORT
MILLINOCKET, MAINE

FIGURE

DESIGN & PERMIT
TAXILANE D (PHASE 1 & 2)

1

CHKD. BY RMF	DR. BY SEL	DES. BY RMF	DATE: MAR. 2024	SCALE: 1"=400'
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Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Town of Millinocket, Maine

Airport: Millinocket Municipal Airport

Project Number: 3-23-0030-xxx-2024

Description of Work: Taxilane for Hangars - Design, Permit & Bid
Hoyle Tanner Project 23.390801.02

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Town of Millinocket, Maine
Address: 197 Penobscot Avenue, Millinocket, ME 04462

Location 2 (if applicable)

Name of Location: Millinocket Municipal Airport
Address: 16 Medway Road, Millinocket, ME 04462

Location 3 (if applicable)

Name of Location: Hoyle, Tanner & Associates, Inc.
Address: 150 Dow Street, 5th Floor, Manchester, NH 03101

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: Town of Millinocket, Maine

Name of Sponsor's Authorized Official: Peter Jamieson

Title of Sponsor's Authorized Official: Town Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Town of Millinocket, Maine

Airport: Millinocket Municipal Airport

Project Number: 3-23-0030-xxx-2024

Description of Work: Taxilane for Hangars - Design, Permit & Bid
Hoyle Tanner Project 23.390801.02

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

Yes No N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes No N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes No N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)), was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes No N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- Yes No N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
 - f. Seismic Safety – building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))
- Yes No N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- Yes No N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- Yes No N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, _____.

Name of Sponsor: Town of Millinocket, Maine

Name of Sponsor's Authorized Official: Peter Jamieson

Title of Sponsor's Authorized Official: Town Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Town of Millinocket, Maine

Airport: Millinocket Municipal Airport

Project Number: 3-23-0030-xxx-2024

Description of Work: Taxilane for Hangars - Design, Permit & Bid
Hoyle Tanner Project 23.390801.02

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
 Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
 Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
 Yes No N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
 Yes No N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
 Yes No N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
 Yes No N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
 Yes No N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
 Yes No N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
 Yes No N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
 Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
 Yes No N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
 Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: Town of Millinocket, Maine

Name of Sponsor's Authorized Official: Peter Jamieson

Title of Sponsor's Authorized Official: Town Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Town of Millinocket, Maine

Airport: Millinocket Municipal Airport

Project Number: 3-23-0030-xxx-2024

Description of Work: Taxilane for Hangars - Design, Permit & Bid
Hoyle Tanner Project 23.390801.02

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
 Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
 Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
 Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
 Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
 Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
 Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
 Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
 Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , .

Name of Sponsor: Town of Millinocket, Maine

Name of Sponsor's Authorized Official: Peter Jamieson

Title of Sponsor's Authorized Official: Town Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: Town of Millinocket, Maine

Airport: Millinocket Municipal Airport

Project Number: 3-23-0030-xxx-2024

Description of Work: Taxilane for Hangars - Design, Permit & Bid
Hoyle Tanner Project 23.390801.02

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: Town of Millinocket, Maine

Name of Sponsor's Authorized Official: Peter Jamieson

Title of Sponsor's Authorized Official: Town Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION <input style="width: 90%;" type="text" value="Town of Millinocket, Maine"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 100px;" type="text"/>	* First Name: <input style="width: 200px;" type="text" value="Peter"/> Middle Name: <input style="width: 150px;" type="text"/>
* Last Name: <input style="width: 350px;" type="text" value="Jamieson"/>	Suffix: <input style="width: 100px;" type="text"/>
* Title: <input style="width: 300px;" type="text" value="Town Manager"/>	
* SIGNATURE: <input style="width: 300px; height: 40px;" type="text"/>	* DATE: <input style="width: 100px; height: 20px;" type="text"/>



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded, BIL Funded, and PFC Approved Projects

Updated: 11/17/2022

View current and previous versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars and

http://www.faa.gov/regulations_policies/advisory_circulars/.¹

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

¹ All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

NUMBER	TITLE
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G, Change 1	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons

NUMBER	TITLE
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction

NUMBER	TITLE
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND BIL PROJECTS ONLY

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects



**FAA
Airports**

ASSURANCES AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

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

b. Applicability

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

c. Duration.

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

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

Town of Millinocket, Maine
"The (**Selection Criteria: Sponsor Name**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

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

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

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

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date]. 8 April 2024

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

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

39. Competitive Access.

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