

Airport Advisory Committee Regular Meeting AGENDA

8:00AM, Thursday September 14, 2023 In Person at 9 Presidential Lane, Sanford, Maine 04073 Via Zoom: <u>https://us02web.zoom.us/j/82526910384?pwd=aGVSdFJ6TG9tMHh4MGtPUjdaUVhmQT09</u> Meeting ID: 825 2691 0384 · Passcode: 834381 · Call: (312) 626 6799

1. Attendance

2. Minutes of:

a. July 13, 2023 Regular Meeting

3. Fixed Base Operator Reports

- a. Presentation on Kennebunk, Kennebunkport, Wells Water District and the Branch Brook Watershed from Justin Richardson, GIS and Asset Management Coordinator
- b. MAS Hangars
 - i. Hangar WE 10 unit; delayed due to engineering error; construction start ASAP
 - ii. Hangars WG and WH (2) 8 unit; redevelopment area 2 of Presidential Lane; 2024

c. Southern Maine Aviation

- i. Flight Department Presentation
 - 1. Short term: temporary office trailer at 199 Airport Road
 - 2. 2025: New facility adjacent to 12 Presidential Lane to be completed

4. Airport Manager's Report

- a. Young Eagles Rally September 16th
- b. Rotary Centennial Gala @ 12 Presidential Lane 09/16/23

5. Old Business:

- a. Airport Layout Plan STILL Awaiting FAA approval of proposed forecast chapter
- b. Sealcoating Grant Application: FAA Award received, now working with contractor to schedule for fall or spring
- c. Gatehouse Road Fencing Relocation pending based on contractor schedule
- d. Generator for 9 Presidential Lane scheduled for delivery December 14th

6. New Business:

- a. Aerobatic Practice 09/30/2023 Presentation by Jay Hewett; 1st use of long term aerobatic box
- b. Flight or Fright Community Event Pilots Cove Café and Southern Maine Aviation

- i. <u>REQUEST VOTE</u> in support of temporarily closure a portion of the East FBO Apron October 28, 2023 from 1300 – 1600 for Flight or Fright Community Benefit Event
- c. Southern Maine Aviation Flight Department
 - i. <u>REQUEST VOTE</u> in support of lease and operating rights agreement amendment to add the square footage for a 24' x 60' temporary office trailer at 199 Airport Road on a year to year basis for the purpose of accommodating Southern Maine Aviation's Flight Department.
- d. Safety and Standard Operating Procedures
 - i. Proposed meeting/ workshop of airport businesses, tenants, and users?
- e. Blacksky Composites presentation: Experimental High Speed Internet Services for SFM

7. Public Participation

- a.
- 8. Security Report
 - a. Comments/ Reports
- 9. Agenda items for next meeting November 16, 2023
- 10. Adjourn

Next regular meeting: November 16, 2023 8:00am Sanford Seacoast Regional Airport 9 Presidential Lane



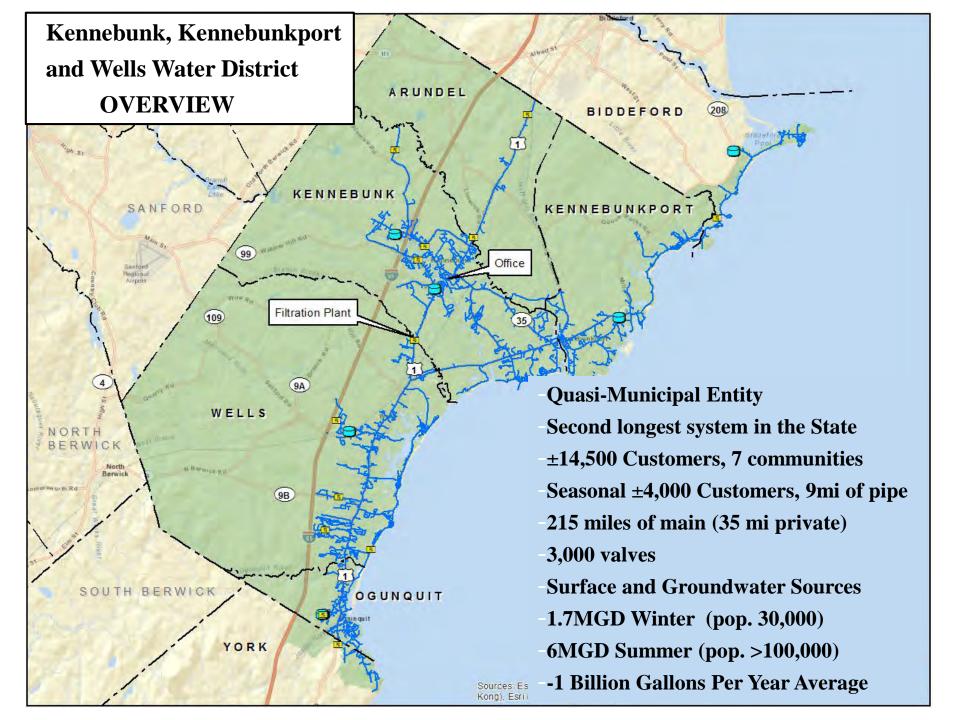
Airport Advisory Committee Attendance Sheet Regular Meeting 9 Presidential Lane, Sanford, Maine 04073 8:00 am September 14, 2023

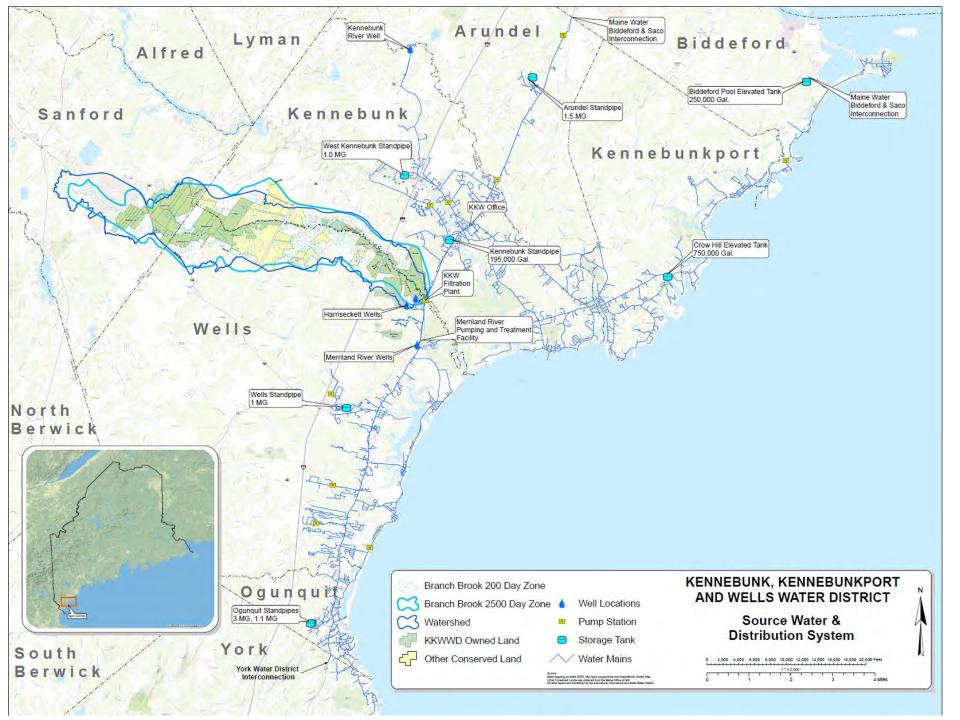
NAME	ROLE	PRESENT/ ABSENT
Stuart Miller	AAC	PRESENT-200
Bill Grant	AAC	KIII G. A.A.
Linwood Dall	AAC, Vice Chair	James 145
James Deyermond	AAC	PRESENT
David Caswell	AAC, Secretary	PRESENT
Geoff Howe	AAC, Chair	Present
Becky Brink	Mayor, Council Rep.	AQ
Greg Pargellis	Non-voting representative of the KKW Water District	Absent
Allison Navia	Airport Manager	DROSENT
Justin Richardson	non-voling repair	Present
TIMIE HAS	FRA CHAN	Bibk
1724 BRUGGS	BLACKSKY	PRESENT
1224 BRUGGS MARC BRUNENE	BURCKSKY TEMANT/ADPA	PRESENT BOOM
1224 BRIGGS MARC BRUNEUE CRYSTM -		PRESENT BOOM BOOM
1224 BRIGGS MARC BRUNEUE CRYSTM - DAVE DINEEN	TEMANT/ADPA NOT KNOWN-	ZOOM
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1224 BRIGGS MARC BRUNEUE CRYSTM - DAVE DINEEN DAVIEL BOUDEN	TEMANT/ADPA NOT KNOWN-	200M 200M

Branch Brook Watershed

Kennebunk, Kennebunkport and Wells Water District's Watershed Protection Measures

Presented By: Justin D. Richardson, GISP GIS & Asset Management Coordinator





Kennebunk, Kennebunkport and Wells Water District Serving coastal York County since 1895

<u>BB & 4 Wells</u>	
2020	Change
41	14%
13,808	73%
215	19%
751	36%
298	473%
8.7*	142%
1,063	<mark>43%</mark>
7.0	<mark>56%</mark>
10.0	<mark>82%</mark>
7.3	143%
	2020 41 13,808 215 751 298 8.7* 1,063 7.0 10.0

*2020 1.1 MG Construction

ners the easis for all file

What makes Branch Brook So Unique?

Glacial deposited material

Much of the watershed is within the Kennebunk Plains and Wells Barrens. This unique area was glacially formed 14,000 years ago with glacially deposited sand and gravel. Due to the high sand content, years of water runoff has carved out deep and very steep ravines.

Primarily spring fed

The Glacial deposits tend to make rainfall sink into the soil more than flowing along the surface. This allows the aquifer to recharge very quickly resulting in many springs along the Brook which continuously recharges the water in the brook. For watershed protection, we use both a surface model watershed and a groundwater model to delineate our source water protection zones.

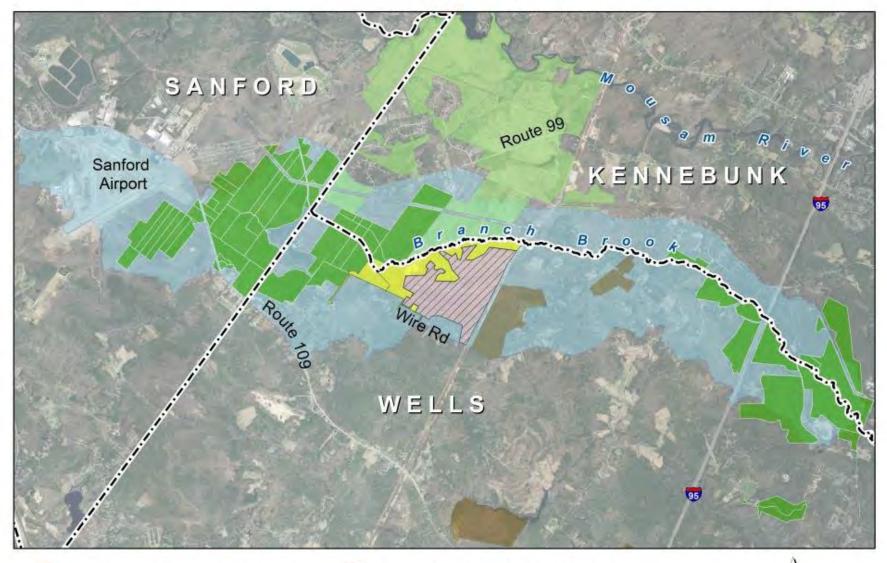
Unique ecosystem

Half of the watershed has thick forest with a mixture of Evergreen and deciduous forest. The other half is a regionally rare pitch pine and scrub oak barrens. With other rare plants and wildlife. The pitch pine and scrub oak forests are pyrogenic forests, which rely on fire to maintain the ecosystem.

By the Numbers

- 7,440 ac± Watershed size starting at KKW Intake
- 3,232ac± are "Protected" (43%)
- 2,200ac± of the protected land is owned by KKW
 - 30% of entire watershed
 - 68 % of the "Protected" land

*It's important to note that I'm using the word "Protected" and not conserved. Some the protected land is indeed conservation land, but the District's land is primarily not conservation. We protect it by working with The Town of Wells and Kennebunk's Zoning. Reducing or eliminating building within parts of the watershed, but our land is not conserved.



KKW Portion of Wells Barrens

Branch Brook Watershed

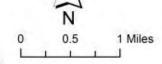
KKW Property



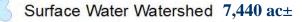
TNC Portion of Wells Barrens

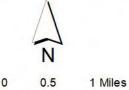
Great Works Regional Land Trust

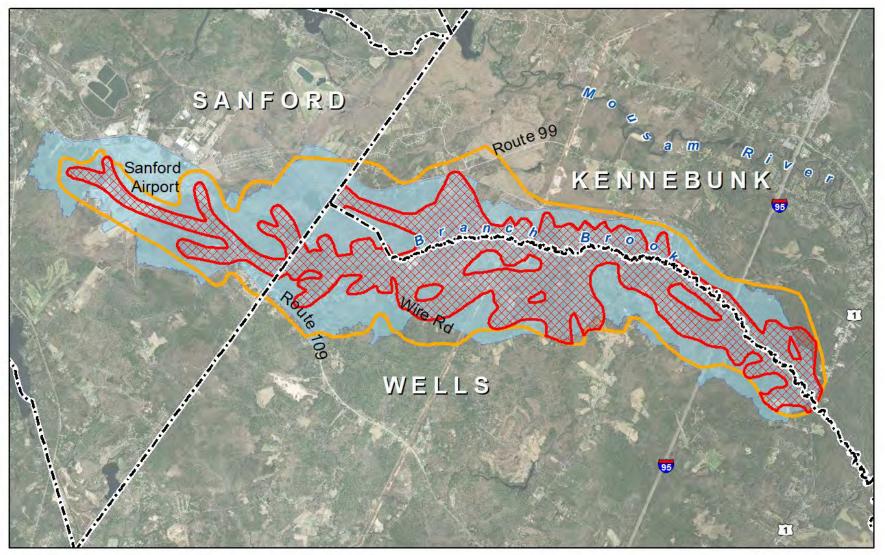
Maine Dept. of Inland Fisheries and Wildlife





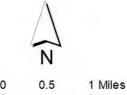


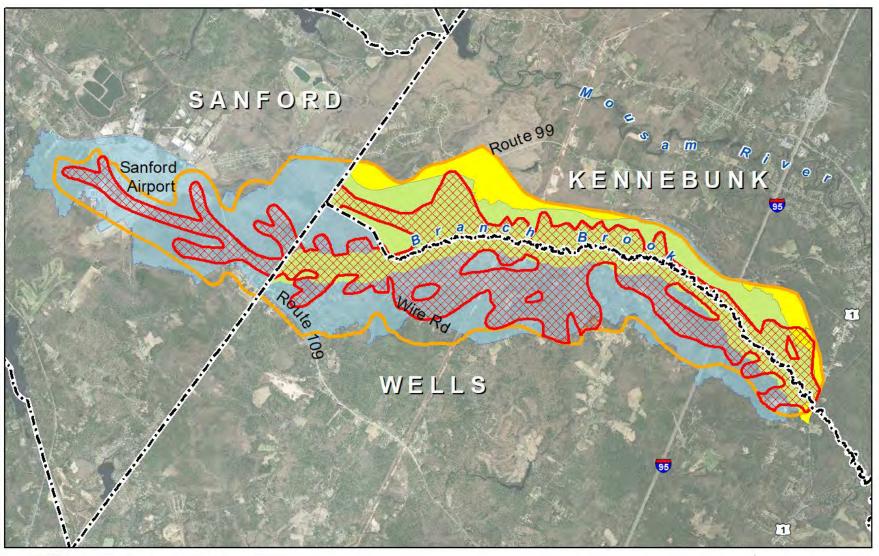






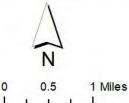
Groundwater 200 Day Zone Groundwater 2500 Day Zone Surface Water Watershed







Groundwater 200 Day Zone Groundwater 2500 Day Zone Surface Water Watershed Zoning Restrictions



District Activities

Purchase sensitive land

As land become available within the watershed we make every effort to purchase the land.

No Spray Agreement with CMP

A Central Maine Power transmission line cuts right through the watershed. We have in place a "No Spray" agreement with CMP to avoid getting herbicides and pesticides into the water. We must manually cut the vegetation. Ourselves.

Active Forestry Program

Managed by Jones Associates for the health of the forest and water quality in branch brook.

Beaver Trapping

Beavers pose a serious threat with erosion and E.coli. The value of Beaver pelts have plummeted, so we pay trappers to remove beavers from our property.

Branch/Tree clearing within the Brook

This was a common practice, but now DEP and other agencies do not allow for removal of natural debris streams as it make great habitat for brook trout. However, since branch brook has such sandy soil, these branches/trees divert the water flow and create heavy erosion.

Public Outreach

Presentations, signage, partnerships, publication, etc..

Branch Brook Watershed Coalition

- KK&W Water District
- Great Works Regional Land Trust
- Kennebunk Land Trust
- Kennebunk
 Conservation
 Commission
- Wells Conservation
 Commission
- Town of Kennebunk

- Town of Wells
- City of Sanford
- Wells National Estuarine
 Research Reserve
- Maine Coast Heritage Trust
- The Nature Conservancy of Maine

Technology at KKW

GIS (Geographic Information Systems) GPS (Global Positioning System) iPads For accessing and collecting data in the field Drone Watershed monitoring, before/after pics, etc

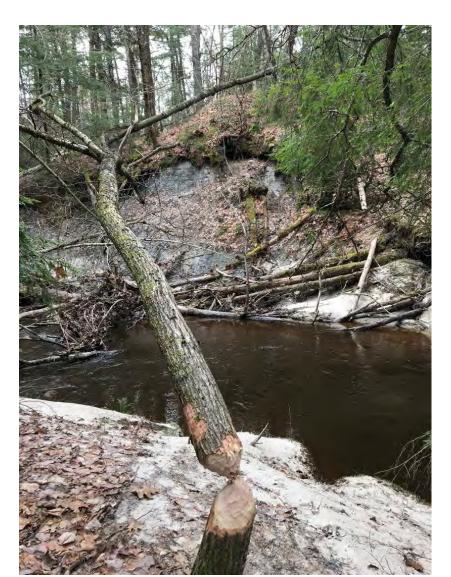
Brook Walk and Survey

1 mm J/J/2U

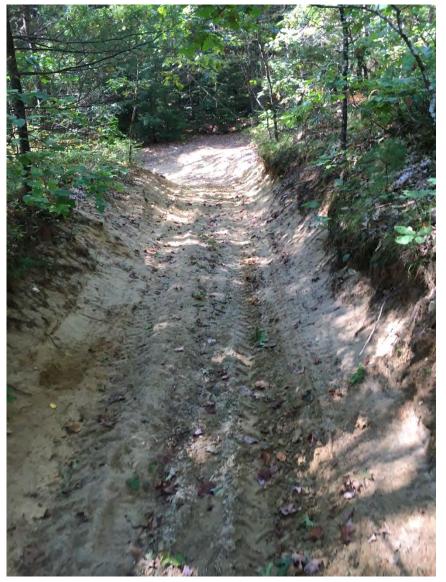
All and the second s	
Branch Brook Survey	
TakePhoto	Employee
Press here to choose image file. (<10MB)	-Please Select-
ate & Time	
i ∃/31/20	- Beaver Activity
	Erosion Site 🚭
nployee	Erosion Type
Please Select-	Downcutting -
Beaver Activity 💁	Erosion Cause
rosion Site 0	-Please Select-
ash Dumping O	Downed Tree and/or Branches
nannel Alteration ()	Bend at steep slope
xposed Pipe 🚺	Pipe Outfall
pe Outfall 🚺 —————	Bellow Channelization
adequate Buffer 🕼 🚽	
or Near Stream Construction ()	Average Exposed Bank Height
nusual Condition or Comment 🚺	
ocation	
+ Kennebunk	Present Land Use Left Side (Looking Downstream)
Rennebunk Airport	Forest

Animal Activity





Trail Erosion

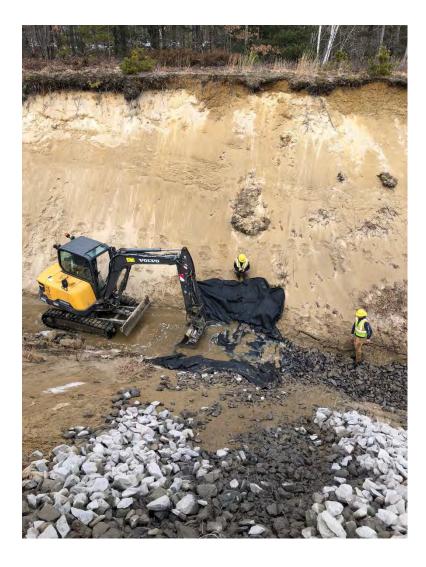


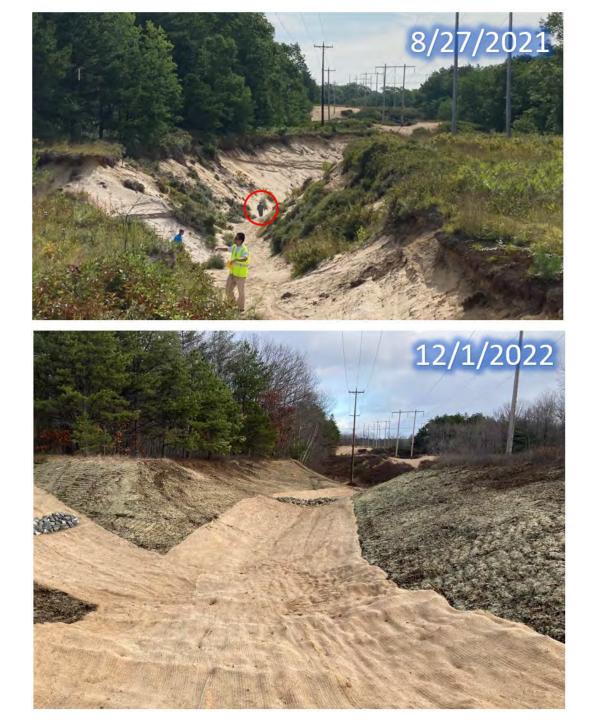




Restoration Work











CENTRAL MAINE POWER EROSION RESTORATION

Site 6 West

5/14/2021

7/6/2023

August 2023



Vehicle threats



Industry and chemical threats

Events in the Past -Rubb USA Chemicals -Flemish Master Weavers -Concrete



*Rubb Chemical Spill Remediation

Human Threats



Dredging the Impoundment









Relationship with SFM

- KKW pays a Watershed Protection fee.
 - Started in 2005.
 - \$14,000± for 2023.
- SFM has a Stormwater Pollution Prevention Program (SWPPP) and a Spill Control and Countermeasure Plan that is actively maintained at the airport
- KKW reviews construction plans and makes suggestions if needed

Filtration Plant on Branch Brook



Contact

Justin D. Richardson, GISP GIS & Asset Management Coordinator Kennebunk, Kennebunkport & Wells Water District

jrichardson@kkw.org

207-985-3385



May 9, 2023

MAS Hangars, LLC. c/o Jim Knowles PO Box 1189 Sanford, ME 04073

Regarding: Proposed 10-unit West Side Hangar "WE" 199 Airport Road, Sanford, Maine

Dear Mr. Knowles:

I have reviewed the site plan in hard copy for the above referenced development. <u>14 CFR Part 77.9</u> states that any person/organization who intends to sponsor any of the following construction or alterations must notify the Administrator of the FAA:

• any construction or alteration located on a public use airport or heliport regardless of height or location.

The facility is on the airport's property. The plan must be submitted to the FAA for Obstruction Evaluation / Airport Airspace Analysis (OE/AAA). This has been done and the Letter of Determination dated December 15, 2021 included with your submission includes no objections provided you comply with the requirements set forth in that letter in accordance with the Advisory Circular referenced therein. Particularly due to the proximity of the project to Runway 14, prior to and during construction FDC NOTAMs must be issued through the OEAAA portal (directions to do this contained in the letter). Also please note that the FAA approval is only effective until June 15, 2023 and extensions must be applied for greater than 15 days in advance. Since you will be under construction after June 15, 2023 an extension must be requested. My approval of this development is contingent upon complying with the requirements in that letter of determination.

When designing the lighting for the project, please keep in mind that downward facing lights are the least likely to impact pilots taxiing around and on approach to the airport. The plans show that slopes were lessened to facilitate vegetation management in the stormwater treatment areas. The Airport will be responsible for fence removal and reinstallation. Security is important during construction on the airport. Please remind contractors not to allow people or vehicles to follow them through open gates or leave gates open unsupervised. Safety is also important. Please remind contractors to carry in and carry out trash, securing it while on the airfield to prevent blowing debris.

Pending compliance with the Letter of Determination and a design conscious of the effects of lighting on pilots, I find no negative potential impact on the airport. You have a land lease as well as an



Allison Navia, Airport Manager 9 Presidential Lane, Sanford, Maine 04073 anavia@sanfordmaine.org · (207) 324-3172 operating rights agreement approved by the City which covers all of the requirements, rules, and information about being a tenant of the Airport. You are also a tenant in excellent standing at SFM currently and I look forward to your new development.

Please do not hesitate to contact me with any questions.

Sincerely,

Allen Allison Navia, Airport Manager

Cc: Jamie Cole, Code Enforcement and Planning



December 15, 2021

TO: MAS Hangars LLC Attn: Jim Knowles PO Box 1189 Sanford, ME 04073 Jim.Knowles@Juno.com

RE: (*See attached Table 1 for referenced case(s)*) ****FINAL DETERMINATION****

43-23-57.28N

AMSL

(Feet)

257

258

257

257

258

257

AGL (Feet)

16

17

16

16

17

16

70-42-58.86W

Tuble 1 Letter Referenced Case(5)								
	ASN	Prior ASN	Location	Latitude (NAD83)	Longitude (NAD83)			
	2020-ANE-1824-NRA		SANFORD,ME	43-23-59.55N	70-42-59.65W			
	2020-ANE-1825-NRA		SANFORD,ME	43-23-59.56N	70-42-59.30W			
	2020-ANE-1826-NRA		SANFORD,ME	43-23-59.57N	70-42-58.95W			
	2020-ANE-1827-NRA		SANFORD,ME	43-23-57.26N	70-42-59.56W			
	2020-ANE-1828-NRA		SANFORD,ME	43-23-57.27N	70-42-59.21W			

SANFORD,ME

Table 1 - Letter Referenced Case(s)

Description: T hangar building SE corner

We do not object to the construction described in this proposal provided:

You comply with the requirements set forth in FAA Advisory Circular 150/5370-2, "Operational Safety on Airports During Construction."

2020-ANE-1824-NRA

2020-ANE-1829-NRA

At 257 AMSL Sanford Seacoast RGNL (SFM) Sanford, ME Obstacle penetrates RWY 32 Initial Climb Area (ICA) 1.9 feet. It is a low-close in penetration requiring a NOTAM to identify the location and height of the obstruction. TAKE-OFF MINIMUM AND (OBSTACLE) DEPARTURE PROCEDURES, 4D and 1A AC Ceiling and Visibility of: 300 and 1 NOTE: RWY 32, BUILDINGS - Construction 443.88 feet from departure end of runway, 440.08 feet LEFT (+) of centerline, 16 AGL / 257 AMSL, NEH 255.097 AMSL.

At 257 AMSL Sanford (SFM) Sanford, ME Obstacle penetrates RWY 14 Visual area mark and light obstacle 4D and 1A AC Object Distance Out (FT): 1329.02 Distance Over(FT): 440.15

2020-ANE-1825-NRA

At 258 AMSL Sanford Seacoast RGNL (SFM) Sanford, ME Obstacle penetrates RWY 32 Initial Climb Area (ICA) 3.46 feet. It is a low-close in penetration requiring a NOTAM to identify the location and height of the obstruction. TAKE-OFF MINIMUM AND (OBSTACLE) DEPARTURE PROCEDURES, 4D and 1A AC

Ceiling and Visibility of: 300 and 1 NOTE: RWY 32, BUILDINGS - Construction 421.75 feet from departure end of runway, 426.7 feet LEFT (+) of centerline, 17 AGL / 258 AMSL, NEH 254.54375 AMSL.

At 258 AMSL Sanford (SFM) Sanford, ME Obstacle penetrates RWY 14 Visual area mark and light obstacle 4D and 1A AC Object Distance Out (FT): 1306.89 Distance Over(FT): 426.77

2020-ANE-1826-NRA

At 257 AMSL Sanford Seacoast RGNL (SFM) Sanford, ME Obstacle penetrates RWY 32 Initial Climb Area (ICA) 3.01 feet. It is a low-close in penetration requiring a NOTAM to identify the location and height of the obstruction. TAKE-OFF MINIMUM AND (OBSTACLE) DEPARTURE PROCEDURES, 4D and 1A AC Ceiling and Visibility of: 300 and 1 NOTE: RWY 32, BUILDINGS - Construction 399.62 feet from departure end of runway, 413.32 feet LEFT (+) of centerline, 16 AGL / 257 AMSL, NEH 253.9905 AMSL.

At 257 AMSL Sanford Seacoast RGNL (SFM) Sanford, ME Obstacle penetrates RWY 14 Visual area mark and light obstacle 4D and 1A AC Object Distance Out (FT): 1284.76 Distance Over(FT): 413.39

All requests for FDC NOTAM action must be made utilizing the users OE/AAA account. The Sponsor (or Sponsor's representative) is to log into their OE/AAA account and go to "Search Archives". The aeronautical study number (ASN) associated with the proposed obstruction is to be entered (see FAA determination letter for ASN). If the Sponsor (or Sponsor's representative) is having difficulty using the tool, please contact the OE/AAA support desk at 202-580-7500 or refer to the online instructions. Request must be initiated a minimum of 5 business days prior to conducting operations/construction to allow for processing and issuance of NOTAMS. The Sponsor (or Sponsor's representative) is responsible to verify NOTAMS are active prior to beginning operations.

This determination does not constitute FAA approval or disapproval of the physical development involved in the proposal. It is a determination with respect to the safe and efficient use of navigable airspace by aircraft and with respect to the safety of persons and property on the ground.

In making this determination, the FAA has considered matters such as the effects the proposal would have on existing or planned traffic patterns of neighboring airports, the effects it would have on the existing airspace structure and projected programs of the FAA, the effects it would have on the safety of persons and property on the ground, and the effects that existing or proposed manmade objects (on file with the FAA), and known natural objects within the affected area would have on the airport proposal.

This determination expires on June 15, 2023 unless:

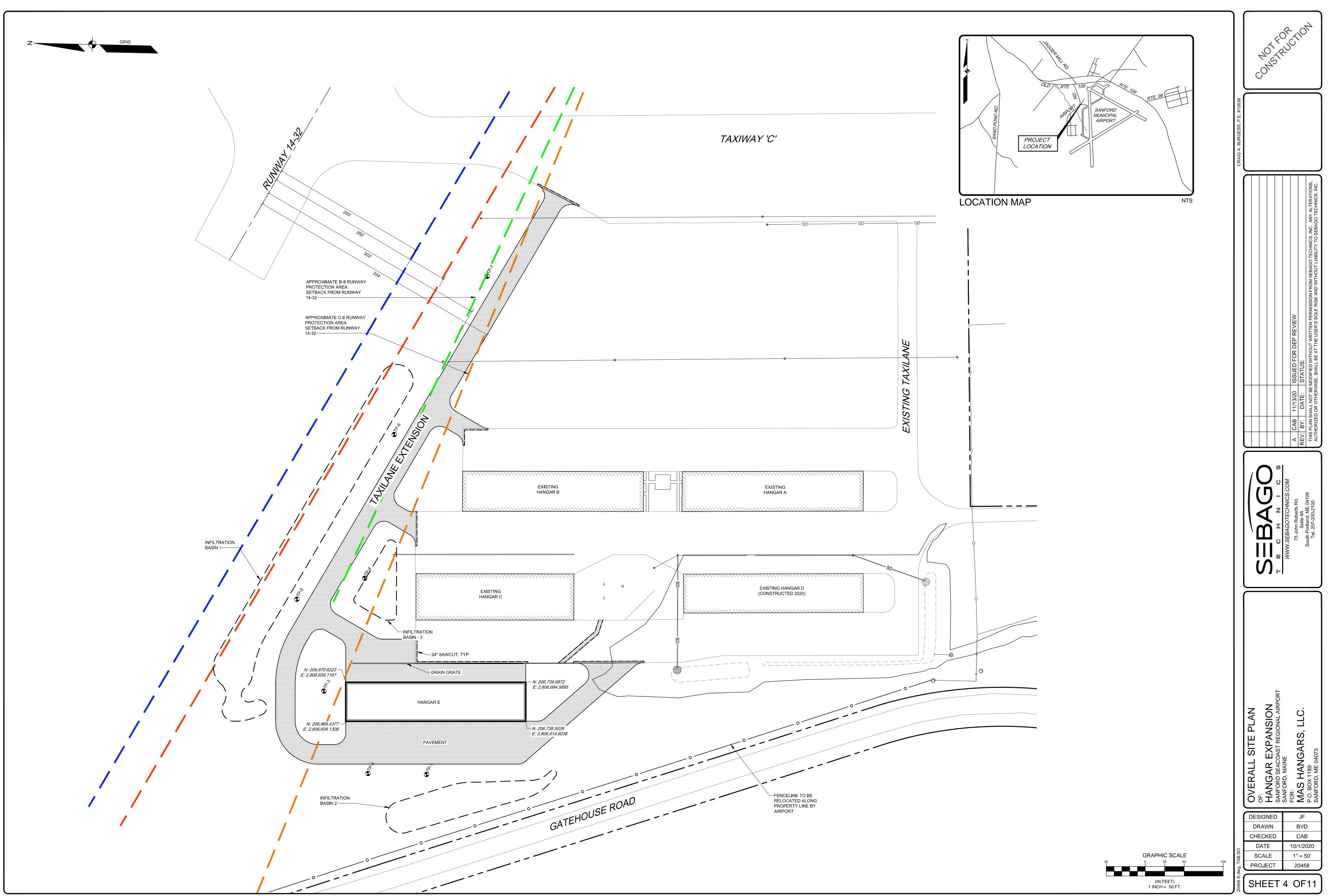
(a) extended, revised or terminated by the issuing office.

(b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for the completion of construction, or the date the FCC denies the application.

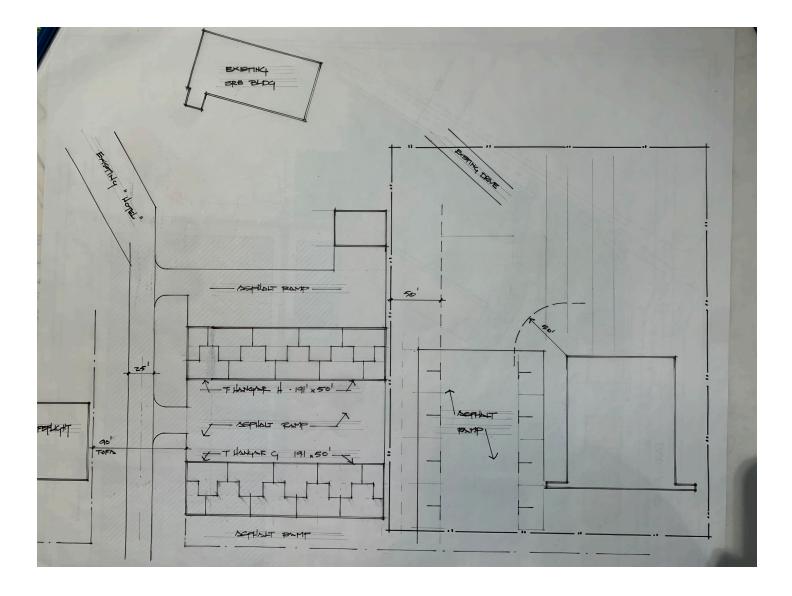
NOTE: Request for extension of the effective period of this determination must be obtained at least 15 days prior to expiration date specified in this letter.

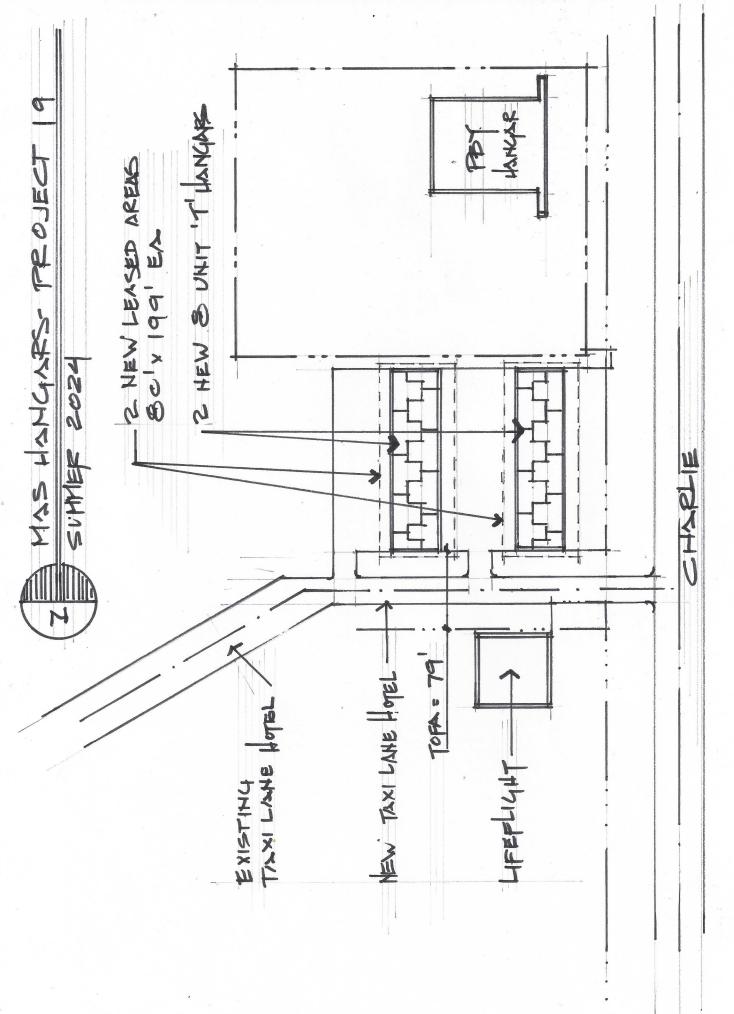
If you have any questions concerning this determination contact Tracey Mcinnis (781) 238-7621 tracey.mcinnis@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-ANE-1829-NRA.

Tracey Mcinnis Specialist Signature Control No: 456317734-504662204



		ΤΑΧΊΨΑΥ 'C'	
		SD	SDS
	•		EXISTING TAXILANE
EXISTING HANGAR B		EXISTING HANGAR A	





OPTION TO LEASE By and Between City of Sanford, Maine And MAS Hangars LLC

Presidential Lane Development Area 2 Hangars WH & WG

This Agreement ("Agreement") is entered into effective this 17th day of July, 2023 (herein "Effective Date") by and between the City of Sanford, Maine, a municipality duly organized pursuant to the laws of the State of Maine, with offices located at 919 Main Street Sanford, ME 04073 ("City") and MAS Hangars LLC with a regular place of business at PO Box 1189, Sanford, Maine 04073 ("Optionee") (together, "the Parties").

Article 1 PURPOSE

The Parties enter into this Agreement to express their mutual commitment to provide Optionee with the option to lease certain real estate set forth in Exhibit A that is held by the City at the Sanford Seacoast Regional Airport (SFM) pursuant to the terms of this Agreement for the sole purpose of providing a site at SFM for Optionee's construction of aircraft storage hangars.

Article 2

INTRODUCTION

2.1 The City is the owner of two directly adjacent parcels of land in the City of Sanford, county of York, and State of Maine, each measuring 199' by 80' and being approximately 15,920 square feet within Presidential Lane Development Area 2 and further identified as "WH" and "WG" and access roads depicted on the [Tax Maps] R18A-4 and attached as Exhibit A (the "Optioned Property"), being a portion of the land described in certain deed(s) to the City recorded in the York County Registry of Deeds in Book 1880 Page 0650.

2.2 Optionee wishes to construct and operate multi-unit aircraft storage t-hangars on the Optioned Property ("Hangar WH" and "Hangar WG").

2.3 Optionee wishes to acquire an option to lease the Optioned Property, and the City is willing to grant such an option to Optionee, on the terms and conditions set forth below.

NOW THEREFORE, for good and sufficient consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

Article 3 GRANT OF OPTION

3.1 Grant of Option: The City hereby irrevocably gives and grants to Optionee the exclusive right and option to lease the Optioned Property (herein the "Option"), upon the terms and conditions set forth below.

3.2 **Option**

3.2.1 **Term and Exercise of Option**: The term of this Option shall commence on the Effective Date and shall continue for a term of nine (9) months. Optionee may extend the term by up to one (1) year through written notice to the Airport Manager before April 30, 2024.

If Optionee has not exercised the Option hereunder and entered into a lease agreement or requested an extension to this Option by April 30, 2024 this Option shall terminate and Optionee shall have no further rights hereunder nor under any lease.

3.2.2 **Option Price**: The purchase price for the grant of the Option (herein the "Option Price") shall be \$907.44 payable within 30 days of the Effective Date. Option Price is based on a factor of 20% of the full market lease value of \$6,049.60, or \$0.19 per square foot per year, for the Optioned Property for a period of nine months.

The Option Price shall be paid until the parties enter into a lease, or until the termination hereof. Should an extension of the Option take place, the same rate will apply for the extension period. The Option Price shall be non-refundable.

3.2.3 **Approvals**: During the Term, the City shall reasonably cooperate with Optionee in its obtaining of the permits and approvals necessary to construct the Hangars, provided that Optionee shall pay all fees and costs involved and subject to the limitations that the City, as the municipal permit issuing authority, shall not be obligated in any manner by its agreement hereunder to issue any permit or alter any condition or performance standard which applies to Optionee's development of the Optioned Property.

3.2.4 Entry on the Optioned Property: In order to seek permits and approvals, the City hereby authorizes Optionee, its engineers, surveyors and other consultants, during the Term, and until Closing if the Option is exercised, to enter onto the Optioned Property to conduct inspections, site assessments, surveys, testing, soil borings and other investigation preparatory to and in order to obtain such approvals and to determine the suitability of the Optioned Property for the development of the Hangar. Any inspections, site assessments, surveys, testing, soil borings and other investigation shall be performed at reasonable times. Optionee agrees to indemnify and hold harmless the City for any liability resulting from such entry and the acts performed, and Optionee further agrees to reimburse the City for any damage to City property caused by Optionee under the terms of this Section and to restore the condition of any affected property within ninety (90) days of any such inspections, site assessments, surveys, testing, soil borings and other investigation, to

the condition as they existed prior to inspections, site assessments, surveys, testing, soil borings and other investigation.

3.2.5 **Payment of Real Estate Taxes:** During the Term and until Closing, if the Option is exercised, the City shall keep the real property tax payments current on the Optioned Property (if any, it being acknowledged that the City is a municipality).

3.2.6 **Termination of Option:** If Optionee has not previously exercised the Option, Optionee may terminate this Option by providing at least ten (10) days written notice to the City. This Agreement shall terminate by its own terms upon Optionee's failure to exercise the Option by the expiration of the Term or by Optionee's failure timely and fully to make any payment due. Optionee shall cooperate in executing a recordable document that will allow the City to provide notice of record that the Option is no longer in effect in the event of such termination under this section.

Article 4 MISCELLANEOUS

5.1. Notice: All notices or demands provided for or which may be given by either party to the other under the terms of this Agreement shall be in writing, signed by the party giving notice or making the demand, and shall be deemed validly served or delivered upon physical delivery or upon deposit in the United States Postal Service mail, certified, return receipt requested, postage and certification fees prepaid, addressed as follows:

To City: City of Sanford

City Manager's Office 919 Main Street Sanford, Maine 04073

With a copy to:

Sanford Seacoast Regional Airport Airport Manager's Office 9 Presidential Lane Sanford, Maine 04073 anavia@sanfordmaine.org

To Optionee:

MAS Hangars LLC c/o Jim Knowles PO Box 1189 Sanford, Maine 04073 5.2 Governing Law, Choice of Forum and Jury Trial Waiver: This Option Agreement, and any and all disputes arising out of this Option Agreement, shall be governed by and construed in accordance with the laws of the State of Maine, other than any non-mandatory provision thereof that would result in the application of the law of any jurisdiction other than the State of Maine. In any litigation arising out of or relating to this Option Agreement the Parties agree that the federal courts located in Maine, or if the federal courts lack jurisdiction, the state courts located in York County, Maine, shall be the exclusive forum for such litigation. Each of the parties hereby waives any right it may have to a trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Option Agreement.

5.3 Entire Agreement, Modification, Severability: This Option Agreement constitutes the entire agreement between Optionee and the City pertaining to the subject matter contained herein and supersedes all prior agreements, representations and understandings. No modification of this Option Agreement shall be binding unless executed in writing by all Parties. Each provision of this Option Agreement is severable from any and all other provisions of this Option Agreement and should any provision of this Option Agreement be for any reason deemed unenforceable by a court of competent jurisdiction, then the remainder of the Option Agreement shall nevertheless remain in full force and effect.

5.4 **General:** This Option Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their successors, personal representatives, and assigns. Optionee shall not pledge, mortgage, convey, assign, or otherwise encumber or transfer this Option Agreement or its rights and obligations hereunder without the express prior written consent of the City in each instance. This Option Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Time is of the essence of this Agreement. This Agreement shall not be recorded but a memorandum thereof may be recorded in the York County Registry of Deeds.

5.5 **Default**: In the event that the City shall default or otherwise fail to close hereunder for any reason other than the default of Optionee, then Optionee shall have all remedies available at law and equity including the right of specific performance. In the event that Optionee shall default in the performance of its obligations hereunder, the City shall retain the Option Price as full and complete liquidated damages in lieu of any other legal or equitable remedy and terminate this Agreement, in which case this Option will terminate and neither party will be under any further obligation hereunder. If any legal action is brought by either party to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK SEPARATE SIGNATURE PAGE FOLLOWS

Dated as of July $\underline{18}$, 2023 to be effective on date first above written.

OWNER CITY OF SANFORD, MAINE

Such By: Steven R. Buck Its: City Manager

OPTIONEE

MAS Hangar LLC

010

By: Jim Knowles Its: Owner

EXHIBIT A

City of Sanford, Sanford Seacoast Regional Airport Land Lease Option Exhibit A FUTURE HANGAR WH & WG



30 August 2023

Southern Maine Aviation LLC 199 Airport Road Sanford, ME 04073

Proposed Temporary Flight Department Office Trailer

Southern Maine Aviation (SMA) is proposing the installation of a double-wide temporary office , trailer adjacent to the parking lot at 199 Airport Road. The trailer will be removed once the permanent office space has been constructed at 12 Presidential Lane. This is expected to be in 20 to 24 months.

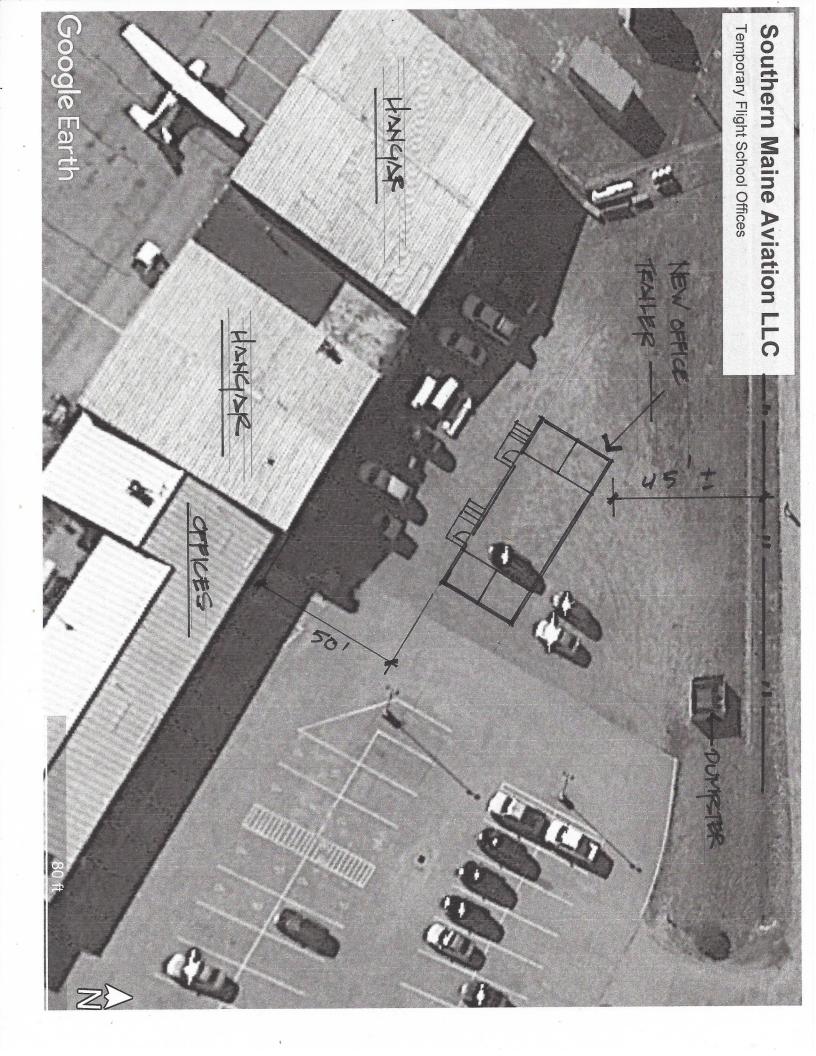
The offices will be used by employees of SMA during regular business hours. Some of the time they will be meeting with customers. (Regular business hours are 7 am to 5 pm, 7 days a week.)

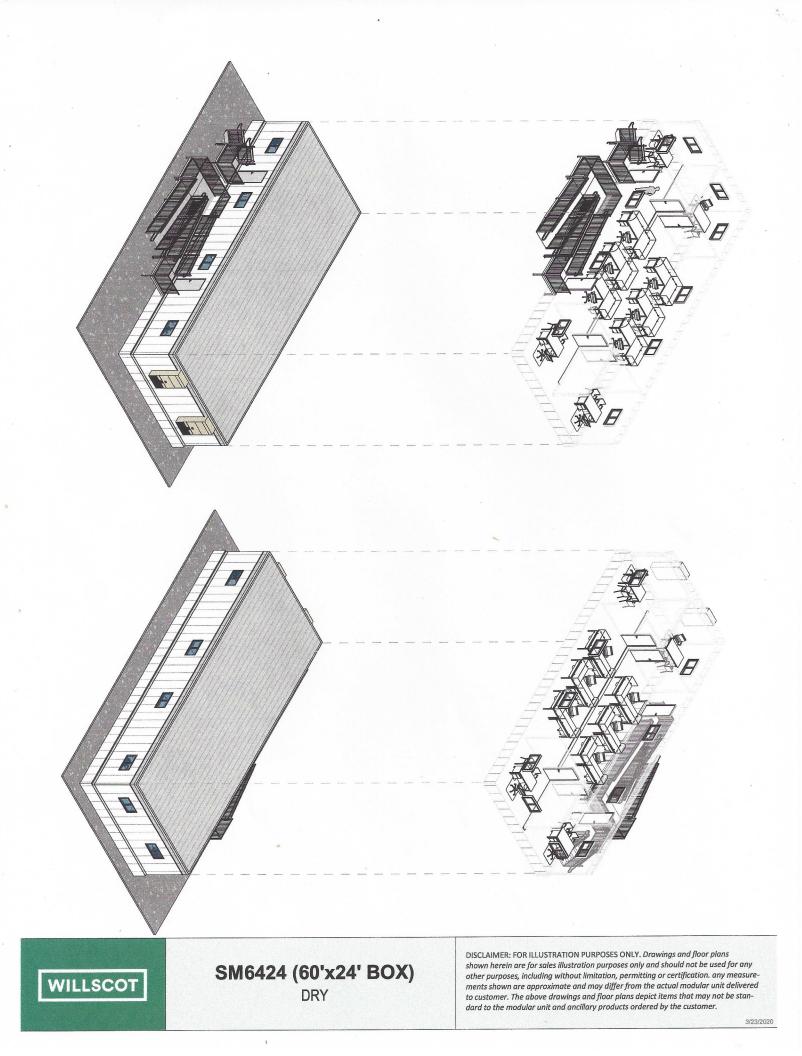
The structure has electric heat and air conditioning. Electric service will be from the existing SMA service by overhead line. There is no plumbing - occupants will have access to bathrooms in the main building.

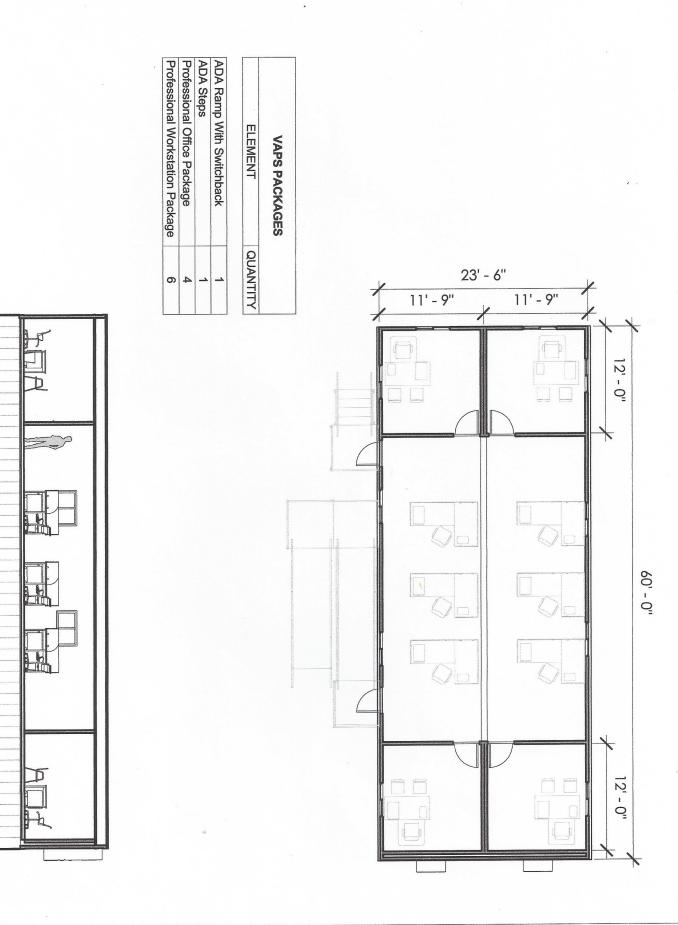
The drawings show a ramp at one entrance. This is incorrect. There will be stairs to both entrances.

The existing site is packed gravel. The trailer will be placed on a gravel and block foundation. The underside of the trailer will be enclosed by a vinyl skirt.

When the office space is no longer needed, the trailer and blocks will be removed and the gravel will be graded to return it to its current state.







DISCLAIMER: FOR ILLUSTRATION PURPOSES ONLY. Drawings and floor plans shown herein are for sales illustration purposes only and should not be used for any other purposes, including without limitation, permitting or certification. any measurements shown are approximate and may differ from the actual modular unit delivered to customer. The above drawings and floor plans depict items that may not be standard to the modular unit and ancillary products ordered by the customer.

SM6424 (60'x24' BOX) DRY

4

3/23/2020



EAA JOINT CHAPTERS YOUNG EAGLE FLIGHT RALLY

FREE AIRPLANE RIDES FOR KIDS AGE: 8 TO 17

Where: Sanford Regional Airport

Date: Saturday, Sep 16, 2023

Time: 9:00 AM to 12:00 Noon

A parent's or legal guardian's signature is required at the event

Walk-in Registration Will Be Held In The Big Blue Hangar, West Ramp

EAA 225 will be serving a Pancake Breakfast throughout the event for a nominal donation with proceeds to benefit our Aviation Scholarship

This event is solely provided by members of EAA & local Chapters

All flights are provided by volunteer EAA Pilots

For more info about Young Eagle Flights visit: <u>www.youngeagles.org</u>

Allison Navia

From:	SANFORD SPRINGVALE NEWS <contact@sanfordspringvalenews.com></contact@sanfordspringvalenews.com>
Sent:	Sunday, September 10, 2023 9:30 AM
То:	Allison Navia
Subject:	What's happening around town

EXTERNAL

This e-mail originated from outside of the City of Sanford E-mail System. **Do Not** click links or open attachments unless you recognize the sender address and know the content is safe.

View this email in your browser



September 10, 2023

FEATURE



Wayne Hutchins and his daughters Stacey Badger, center, and Mellissa Badger read names on The Wall that Heals on Thursday night. Photo: Lee Burnett

Rotarians Celebrate 100 Years of Service

By Elias Thomas, President, Sanford-Springvale Rotary Club

Senator Susan M. Collins will be the guest of honor at the Centennial Gala of the Sanford-Springvale Rotary Club on Sept. 16 at Sanford Seacoast Regional Airport.

Final preparations are being made to transform a private hangar at the airport into a grand venue for the event, which will run from 5 to 9 pm. Admission is \$50 per person, \$100 per couple. The event includes a cash bar, a program, dinner, and dancing.

This is a celebration of our service to the community and the world. There is a lot to celebrate. In recent years, local Rotarians have:

- Built a playground area at the adult education building
- Built a meditation garden at the York County Cancer Care Center
- Created Rotary Park in Springvale
- Collected and distributed food and clothing through York County Shelter Programs
- Rung bells for the Salvation Army Red Kettle project
- Co-organized with Sanford Kiwanis Club a Christmas party for economically disadvantaged children
- Contributed tens of thousands of dollars in scholarships to graduating students from Sanford, Massabesic and Noble high schools
- Honored students of the quarter at the Sanford Regional Technical Center
- Sent several area tenth graders to leadership and team-building training through Rotary Youth Leadership Awards
- Built an interpretive trail around Deering Pond
- Installed several Little Free Libraries around the city

The club has also been heavily involved in international projects, often with other partners from other countries. Rotary members have:

- Organized study-abroad exchanges for high school students
- Immunized thousands of children in India below the age of 5 against polio
- Built washing platforms and safe toilet and shower buildings for women and girls in a predominantly Muslim village
- Raised funds and helped construct more than a dozen water catchment dams in dried-up riverbeds in Rajasthan, Punjab and Gujerat in India. This year, Rotarians will help to construct a dam near the Indian city of Udaipur.

For additional information or to purchase tickets for the centennial event, contact rotary.ss.me@gmail.com.



Willis H Folsom

Furniture Dealer and Friends Created Service Club

Sanford Springvale Rotary Club 100th Anniversary Gala June 3, 2023

Venue: 12 Presidential Lane, Sanford, Maine

The Sanford Springvale Rotary Club has reached out to the Sanford Airport and Southern Maine Aviation to see if it would be possible for them to hold their 100th Anniversary Gala in the hangar at 12 Presidential Lane.

Event Details

Date: June 3, 2023. Time: Evening Attendees: Approximately 150 Staff (Caterers, etc.) Approximately 25 Activities: Cash Bar, Sit-down Dinner, Dancing to live music

Impact on Airport Operations: None.

The event will be centered around the large hangar at 12 Presidential Lane. Attendees will arrive by car, Gatehouse Road to Presidential Lane, and will pass through the airport perimeter fence at the gate adjacent to the Airport Management and Maintenance Building. Parking will be on grass and asphalt, south of the venue hangar and north of the Lifeflight hangar. Parking will be for 100 cars. No cars (or people) will be allowed on airport operation areas.

Lit markers will be placed to separate pedestrian and vehicle areas from Airport operation areas - primarily taxiway C.

Attendees will enter through the hangar doors on the east side of the building, or through a personnel door on the south side of the hangar (to be added).

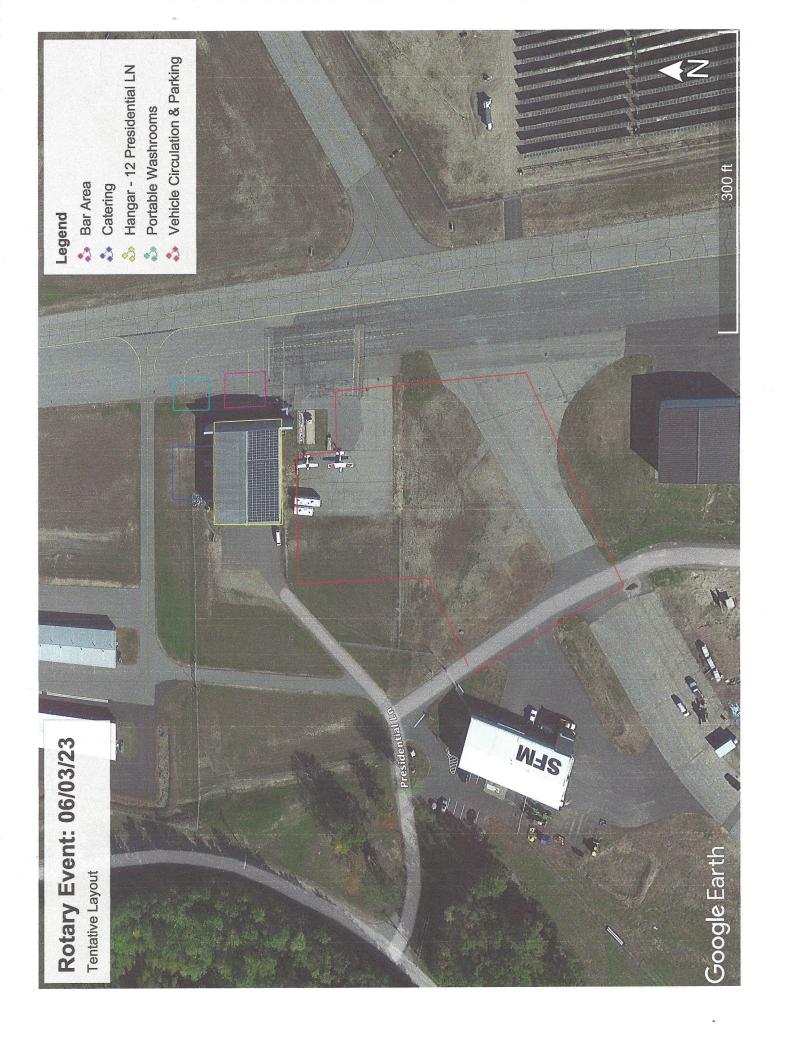
There will be a bar area, including a 20' x 30' tent, east of the hangar. Portable washrooms will be located north of the bar area. A rope will define the edge of the pedestrian area, at least 75' from the centerline of taxi lane "C".

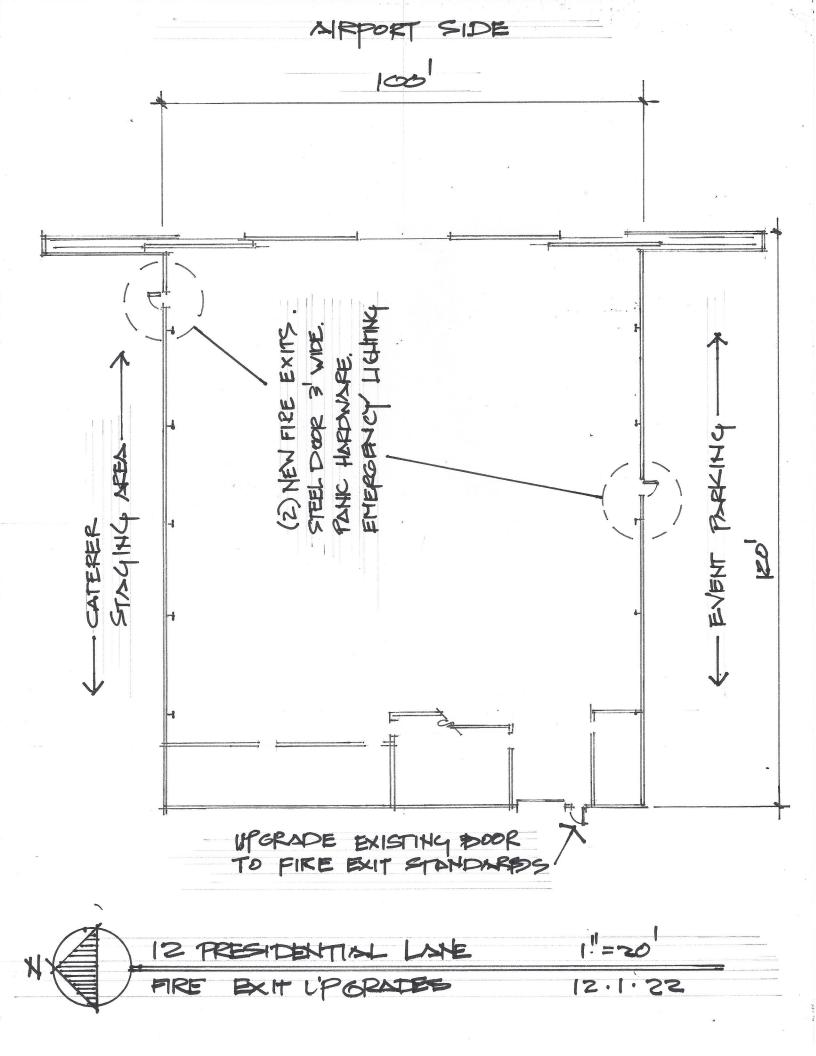
The event will be catered. The Caterer's area will be north of the hangar. Caterers will drive through gate 7 then east to their area. They will stay clear of an area within 50' of the centerline of the T hangar taxi lane. Food will be already cooked when it arrives on site. A 20' x 20' tent will be set up north of the hangar, for final prep and plating the food. There will be two toaster ovens. Food will be brought into the hangar through a personnel door on the north side of the hangar (to be added).

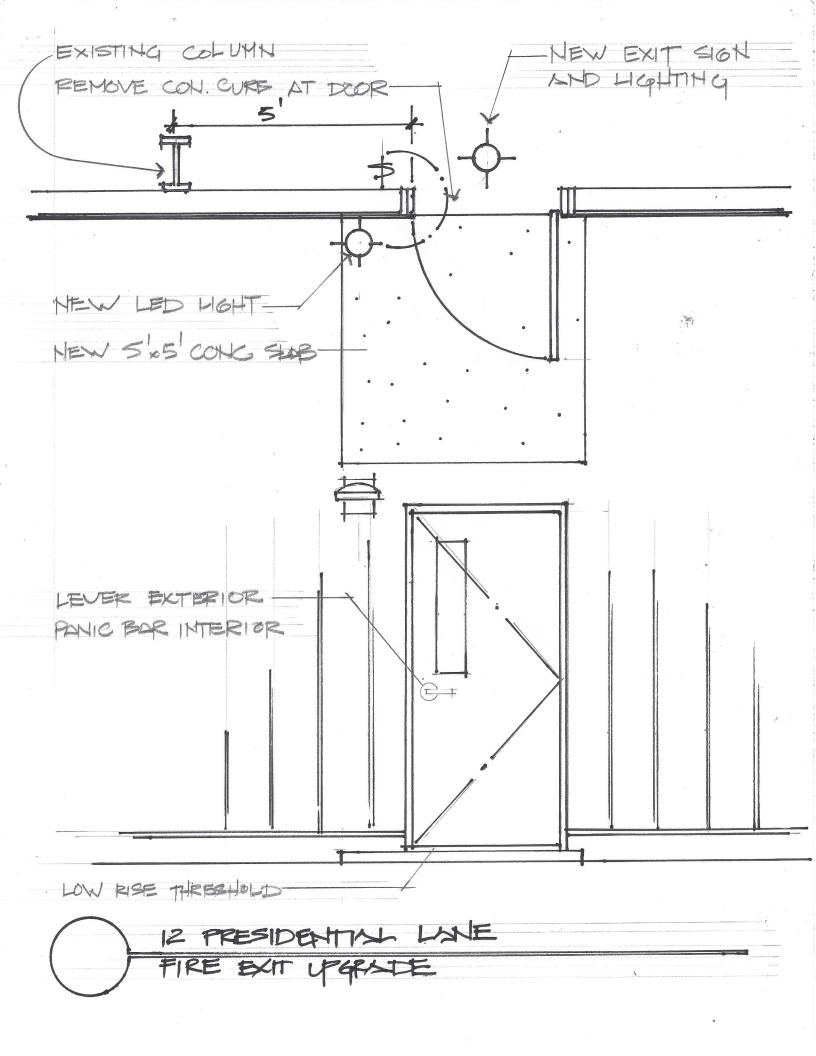
Tables and chairs will be set up inside the hangar. An area will be set aside for dancing. If the weather cooperates the hangar doors will be open to nearly the full width (90').

Process:

The Airport Advisory Committee approved the general idea of the event at the November meeting. The Airport Manager has reviewed the event details and given her approval, pending approval by the City Manager. She will assist Southern Maine Aviation in obtaining the approval of the Fire Marshal.









Federal Aviation Administration Aviation Safety

Portland Flight Standards District Office 82 Running Hill Road Suite 300 South Portland, ME 04106

207-541-7700 Fax: 207-541-7749

July 25, 2023

Allison Navia 9 Presidential Lane Sanford, ME 04073

Ms. Navia,

Enclosed is Federal Aviation Administration (FAA) Form 7711-1 and applicable special provisions for your Aerobatic Practice Area. This is approved to be conducted as a long term APA for the days to begin from August 1, 2023 thru July 31, 2026 from the times between 10:00am and 17:00pm local, as stated on your waiver. Please note the provisions page included, and the change to number 6 for PWM ATCT notification and termination of notam activity. A point of contact (POC) name and phone number must also be provided to PWM ATCT in case of an emergency.

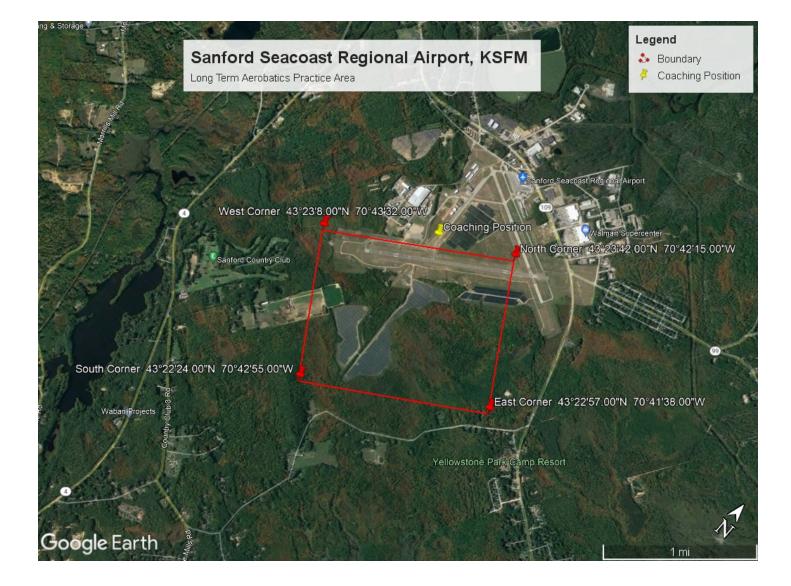
If you have any questions, please feel free to contact me via email Thomas.D.Cote@faa.gov or by phone at 207-541-7718.

Sincerely,

Thomas D. Cote Aviation Safety Inspector

In our continuing effort to improve the quality of service to our stakeholders, Flight Standards Service (AFS) would appreciate any comments you may have on our services and how to improve them. Your participation in meeting our goals for continuous improvement is greatly appreciated. Please visit the following website:

https://www.faa.gov/about/office_org/headquarters_offices/avs/stakeholder_feedback/afx/field/sf_fsdo/





FLIGHT OR FRIGHT Saturday October 28th 2-4p

*Rain date: Sunday October 29th

0

10.28.23



A HALLOWEEN SPOOKTACULAR

21+

MEET PROMPTY at 9:30p at Pilots Cove. Dont be late.

Pilots Cove Cafe presents our Sth Annual Flight or Fright community event! Kiddos trick or treat from plane to plane right on the tarmac of the Sanford Seacoast Regional Airport! Lots of candy, special guests and fun games for the whole family! EREE





RE: Experimental High Speed Internet service to KSFM hanger owners, businesses and renters

BlackSky Composites, LLC is pleased to offer the KSFM Aviation community high-speed wireless internet service to the hangers at KSFM. Benefits include more reliable communication services, increased security, easier flight planning and easier aircraft maintenance.

Access to reliable internet and cell service at Sanford Airport is challenging and options are limited to a few major providers and it's only available for hanger owners. Purchasing our service expands offerings to hanger renters so they can also benefit from high quality, fast, reliable service from a local company that is already serving the Sanford Airport Community as a licensed SASO business at KSFM.

Services are provided as an SSID and private WIFI key for single device use, up to 10 devices. An ethernet drop may also be installed for an additional installation fee.

Services rates are proposed as follows:

• Installation Fee: \$150-\$350 (dependent on location)

Monthly Service Fee schedule (Sales taxes not included):

- First month of service is free.
- > \$48 per month for core internet service, minimum 6 months service.
- Pre-Pay annual discounted cost: \$528 for 12 months.
- Add-On: \$6 per month per live camera. Includes on-demand access to live and recordings. \$110 installation fee per camera + \$4 per foot of POE wiring.
- > Add-On: Pre-heaters, remote switching, door access, lighting and other accessories available on request.
- > \$15 per month for lease of private router/access point includes support.
- Account Activation fee: \$20
- ▶ Early Termination fee: \$250

We are also considering offering a short term service (3 months or less) for \$5 per day to help folks who just want support for a summer or winter holiday stay.

A portion of proceeds will be donated to a local charity or scholarship that will support aviation interests at Sanford Airport.

Prices and service offerings are subject to change without notice. This is a new and experimental service provided through BlackSky Composites, LLC. Feedback and recommendations are welcome.

BlackSky Composites, LLC izzy@blackskycomposites.com +1 603 470 3709

