



**CITY OF BANGOR – AIRPORT COMMITTEE**

Tuesday, April 14, 2015

*Immediately following Infrastructure Committee meeting.*

City Council Chambers

**Meeting Agenda**

1. Maine Dept. of Public Safety: lease amendment with Maine State Police (Caruso to present.) (Documents attached.)
2. C&L Aerospace – Paint Facility lease amendment. (Caruso to present.) (Documents attached.)
3. BGR - Property Management review. (Caruso to present.)
4. Airport Construction projects – update: (Caruso to present.)
  - a. Domestic terminal renovations.
5. Airport statistics – MAR 2015 (Bahr & Caruso to present.) (Materials presented at meeting.)



## MEMORANDUM

To: Airport Committee

From: Tony Caruso, Airport Director

CC: Cathy Conlow, City Manager

Re: Maine Department of Public Safety lease amendment

Date: April 7, 2015

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Attached for your review is a lease amendment between Maine Department of Public Safety - Maine State Police and the City of Bangor, Bangor International Airport (BGR). The Maine State Police are requesting to lease the communications tower, located adjacent to the current building they lease which was previously used by the FAA. This amendment allows for the addition of the communications tower to the current lease agreement, defines the term of the amendment to coincide with the original lease, establishes an annual base rental rate of \$600, and stipulates that the State Police is responsible for electricity, lighting and communications equipment associated with the use of the tower. The amendment also requires the State Police to be responsible for obtaining all permits, certifications, authorizations and licenses for the use of this tower.

The Maine State Police currently lease the old FAA Flight Service Station, Building # 195, which they use as their headquarters and Building # 92, which they use as a garage and vehicle maintenance facility. Both buildings have been vacant since early 1990's.

This lease amendment has been reviewed and approved by City Legal. The Airport respectfully submits this for Airport Committee review and recommends approval.

## FIRST AMENDMENT TO INDENTURE OF LEASE

This Amendment to Office Lease, executed in duplicate, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the **City of Bangor and the State of Maine, Department of Administrative & Financial Services, Bureau of General Services on behalf of the Maine Department of Public Safety.**

### WITNESSETH:

WHEREAS, the Lessor is the owner of an Airport, commonly known as “Bangor International Airport”, formerly known as Dow Air Force Base and located in the City of Bangor, County of Penobscot, State of Maine (hereinafter sometimes referred to as the “Airport”); and

WHEREAS, the City of Bangor and the Department. are parties to an Office Lease dated March 13, 2013 (Lease # 22016) wherein the Department leases a certain commercial office building and commercial garage for use as specifically described therein, from the City of Bangor; and

WHEREAS, the Department desires to lease a communications tower located adjacent to the commercial office building from the Lessor for use as specifically described herein,

NOW, THEREFORE, the parties agree to amend the Office Lease by and between the parties dated March 13, 2013 as follows:

By adding the following at the end of Article 1: LEASED PREMISES, section (b):  
a communications tower located adjacent to the commercial office building, as depicted on the attached Exhibits J and K.

By adding the following at the end of Article 2: TERM, section (a):  
The term of the communications tower lease shall coincide with the lease term length of the office and garage.

By adding the following at the end of Article 3: RENTAL, section (b):  
The rent for the communications tower shall be \$50 per month, for an annual rent of \$600.

By adding the following at the end of Article 3: RENTAL, section (c):  
In addition, the Department shall be responsible for electricity and all lighting and communications equipment associated with the use of the communications tower. The Department shall also be responsible for obtaining all certifications, authorizations and licenses for use of this tower. Rental for the communications tower shall not commence until the communications tower is operational.

By amending Article 4: RENEWAL by inserting the words “per square foot” between “\$0.50” and “each.”

By adding the following at the end of Article 8: COVENANTS OF DEPARTMENT:  
(k) Obtain approval from the Lessor prior to installation of any lighting, communications equipment and other materials for the purposes of meeting FAA regulations.

Department is also responsible for obtaining all necessary permits required for local, state, and Federal laws, regulations, and other requirements.

In all other respects the Office Lease between the parties remains in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_ day of \_\_\_\_, 2015.

DEPARTMENT OF PUBLIC SAFETY

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Witness

\_\_\_\_\_  
By:  
Its:

CITY OF BANGOR

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Catherine M. Conlow, City Manager  
Its: City Manager



## MEMORANDUM

To: Airport Committee

From: Tony Caruso, Airport Director

CC: Cathy Conlow, City Manager

Re: C&L Aerospace Holdings, LLC. lease amendment

Date: April 7, 2015

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Attached for your review is a lease amendment between C&L Aerospace Holdings, LLC. and the City of Bangor, Bangor International Airport (BGR), for the lease of hangar #12. This hangar is dedicated for aircraft painting and related maintenance activities. The City received a grant through the Economic Development Administration (EDA) for purchase and install of paint equipment. The EDA requires specific language in a lease agreement which meets the requirements of EDA's property management standards. The lease amendment states that the premises were improved, in part, with funding from the EDA and further states that this hangar must be used for the purposes of operating an aircraft painting facility for the term of the lease agreement.

This lease amendment has been reviewed and approved by City Legal. The Airport respectfully submits this for Airport Committee review and recommends approval.

## FIRST AMENDMENT TO INDENTURE OF LEASE

This Amendment to Indenture of Lease, executed in duplicate, this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the **City of Bangor** and **C & L AEROSPACE HOLDINGS, LLC**.

### WITNESSETH:

WHEREAS, the Lessor is the owner of an Airport, commonly known as “Bangor International Airport”, formerly known as Dow Air Force Base and located in the City of Bangor, County of Penobscot, State of Maine (hereinafter sometimes referred to as the “Airport”); and

WHEREAS, the Lessee desires to lease from the Lessor certain facilities at said Airport for the operation of certain general aircraft services as specifically described herein,

WHEREAS, the City of Bangor and C & L Aerospace Holdings, LLC. are parties to a lease dated October 06, 2014 wherein C & L Aerospace Holdings, LLC. leases certain facilities, also known as Hangar 12 from the City of Bangor; and

WHEREAS, per Economic Development Administration (EDA) certain language is required which meets the requirements of EDA’s Property Management Standards in 13 C.F.R. 314; and

NOW, THEREFORE, the parties agree to amend the Indenture of Lease by and between the parties dated \_\_\_\_\_, March 2015 as follows:

By adding the following to Article IV: USE, OCCUPANCY and IMPROVEMENTS:

G.) The Lessor and Lessee acknowledge that the premises were improved, in part, with funding from the United States Economic Development Administration (EDA), United States Department of Commerce, EDA Project Number 01-01-14252 and are subject to the terms and conditions of the EDA financial assistance award. Consequently, all recipients or owners and/or their successors and assigns, agree as follows:

- a) Real Property or tangible Personal Property acquired or improved with EDA Investment Assistance must be used in a manner that is consistent with the authorized general and specific purposes of the Award, in this case, for Aircraft painting and related maintenance activities, and EDA policies concerning adequate consideration, non-relocation and environmental compliance. It may not be used in violation of the nondiscrimination requirements set forth in 13 C.F.R. 302.20 or for inherently religious activity prohibited by applicable federal law.
- b) Lessee agrees to provide Lessor and/or EDA with any document, evidence or report required to assure compliance with federal and state law,

including, but not limited to, applicable federal and state environmental laws.

- c) Any deeds or instruments of conveyance shall contain a covenant which shall prohibit the use of the subject property for any purpose other than the authorized purpose of the EDA grant, which in this case for Aircraft painting and related maintenance activities. This covenant shall remain in effect for a period of not less than fifteen (15) years.

In all other respects the Indenture of Lease between the parties remains in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_ day of \_\_\_\_, 2015.

C&L AEROSPACE HOLDINGS, LLC.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Chris Kilgour  
Its: Chief Executive Officer

CITY OF BANGOR

\_\_\_\_\_  
Witness

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By: Catherine M. Conlow, City Manager  
Its: City Manager



## MEMORANDUM

To: Airport Committee

From: Tony Caruso, Airport Director

CC: Cathy Conlow, City Manager

Re: Airport Committee – property management review

Date: April 8, 2015

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During the March 10, 2015 Airport Committee meeting, Committee Chair Graham requested an agenda item for discussion purposes. I will provide a review of the different lease types and concession agreements at the Airport. Both aeronautical and non-aeronautical property will also be reviewed.